

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**JULY 15, 2010
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusd.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Covert
Judy Dietrichson
Bill Farris
Tim Johnson
Tom Pearl, Vice President/Clerk
Kurt Rockwell, President
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 June 8, 2010 and the regular and special concurrent meeting of June 17, 2010

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Qualified School Construction Bond Sale
- Tenth Month Enrollment

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 Contract with Autism Partnership to Provide Professional Development Training for Special Education Staff (*Goal #2*)

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Revision of BP/AR 0520.2, Title 1 Program Improvement Schools (*Goal #1, #2, #3*)
- 7.2 Adoption of BP/AR 0520.3, Title 1 Program Improvement Districts (*Goal #1, #2, #3*)
- 7.3 Approval of Revisions to BP/AR 4112.2, Certification of Personnel (*Goal #1, #2*)
- 7.4 Approval of Revisions to BP/AR 4112.21, Interns (*Goal #1, #2*)
- 7.5 Approval of Revisions to BP 4113, Assignment of Personnel (*Goal #1, #2*)

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

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Appointment of Student Member to the Board of Education for the 2010-11 School Year (*Goal #2*)

- 9.3 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (*Goal #1, #2, #3, #4*)

10. CONSTRUCTION ADMINISTRATION

- 10.1 Surety Takeover Agreement Between Liberty Mutual Insurance Company and Sierra Sands Unified School District (*Goal #3*)
- 10.2 Grant Authority for Administration to Contract to Abate Hazardous Materials as Part of the Richmond Annex Water Distribution Replacement Project (*Goal #3*)

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

- 12.1 Approval of Interdistrict Transfer Agreement
- 12.2 Adoption of Resolution #1 1011 Child Care and Development for 2010-11, State Preschool Program and Extended Day Care (Latchkey) (Goals #1, #2, #4, #5)
- 12.3 Agreement with the City of Ridgecrest for Onsite Police Services for the 2010-11 School Year (Goal #2, #3, #4)
- 12.4 Approval of "A" and "B" Warrants
- 12.5 Approval of Recommendation for Expulsion, Expulsion Cases #33 0910 through #35 0910

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be August 19, 2010

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 8, 2010
TIME OF MEETING: 5:15 p.m.
PLACE OF MEETING: District Office Conference Room "C"
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott
MEMBERS ABSENT: None
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was lead by Mr. Pearl.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. GENERAL ADMINISTRATION

2.1 Authorization for Board Member Travel to the Annual California School Boards Association (CSBA) Education Conference and Delegate Assembly Meeting

Following discussion regarding hotel and travel options, motion passed to authorize travel for all members of the board to the Annual California School Boards Association Education Conference and to authorize Mr. Farris to attend the Delegate Assembly meeting prior to the conference. PEARL/DIETRICHSON

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

3. CONSTRUCTION ADMINISTRATION

3.1 Report to the Board: Update on the Sale of Qualified School Construction Bonds and the Potential Sale of Additional General Obligation (Measure "A") Bonds

Mr. Auld reported that there are three projects that must be completed soon in the district's modernization program – the energizing of Burroughs High School, Phase II modernization at Inyokern, and modernization of Las Flores, especially with regard to setting the portables. Having reached the debt limit on the sale of Measure "A" bonds, the district has been pursuing the acquisition of Qualified School Construction Bonds (QSCB). Staff researched extensively with its financial advisors, underwriter, and the county offices to structure this sale. Specifics of the sale, the dollars it will generate, the interest and cost of issuance, and the method by which the bonds will be repaid were detailed for the board.

4. BUSINESS ADMINISTRATION

4.1 Report to the Board: Discussion Regarding the Development of the 2010-11 Budget

Mrs. Janson reviewed the current budget environment including the federal and state economic outlook, unemployment rates, and per-student spending. She also covered other issues that will impact budget development such as cash flow issues, budget assumptions, projected ADA, Tier III flexibility, and the School Services of California dashboard. A public hearing and adoption of the 2010-11 budget will appear on the agenda for the regular meeting of June 17, 2010.

5. CLOSED SESSION

The board adjourned to closed session at 6:30 p.m. to conduct an evaluation of the superintendent. They reconvened in open session at 8:30 p.m.

6. ADJOURNMENT was at 8:30 p.m.

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular and Special Concurrent Meetings of the Board of Education

DATE OF MEETING: June 17, 2010
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
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. Pearl.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda for both the regular and special concurrent meetings were adopted by consensus as posted.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular meeting of May 20, 2010 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARINGS

4.1 Sierra Sands Unified School District Budget for Fiscal Year 2010-11

Mr. Rockwell opened a public hearing at 7:02 p.m. to receive comments on the proposed budget for the district for 2010-11. Hearing no comments, the public hearing was closed at 7:03 p.m.

4.2 Transfer of Funds from Selected Categorical Programs Under the Transfer Authority Granted by SBx3 4 (Goal #1, #2, #3)

Mr. Rockwell opened a public hearing at 7:03 p.m. to receive comments on the proposed transfer of categorical funds under the authority of SBx3 4. Hearing no comments, the public hearing was closed at 7:04 p.m.

4.3 Tentative Agreement between the Desert Area Teachers Association and the Board of Education Regarding Settlement of a Successor Agreement for 2010-13

Mr. Rockwell opened a public hearing at 7:04 p.m. to receive comments on the tentative agreement with the Desert Area Teachers Association and the board regarding settlement of a successor agreement for 2010-13. Hearing no comments, the public hearing was closed at 7:05 p.m.

4. PUBLIC HEARING (continued)

4.4 Tentative Agreement between the Desert Area Guidance Association and the Board of Education Regarding Settlement of a Successor Agreement for 2010-13

Mr. Rockwell opened a public hearing at 7:05 p.m. to receive comments on the tentative agreement with the Desert Area Guidance Association and the board regarding settlement of a successor agreement for 2010-13. Hearing no comments, the public hearing was closed at 7:06 p.m.

4.5 Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding Contract Reopeners for 2010-11

Mr. Rockwell opened a public hearing at 7:06 p.m. to receive comments on the tentative agreement with Chapter 188 of the California School Employees Association and the board regarding settlement of contract reopeners for 2010-11. Hearing no comments, the public hearing was closed at 7:07 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

Mr. Farris reported on topics of discussion at a recent CSBA Delegate Assembly meeting. They included the recently filed lawsuit filed by CSBA and others against the state asserting that the funding model for education is unconstitutional. The outcome of this lawsuit will be monitored closely to conclusion. The group voted to support the parcel tax on the November ballot and declined to take a position on other initiatives. It also reviewed its policy platform. Mr. Rockwell reported that the encore performance of *Ring of Fire* was great and commended the students' efforts.

5.2 Superintendent's Report

Mrs. Rummer reported that enrollment continued to decline in the ninth month but attendance continued to be excellent.

5.3 Communications

Mrs. Rummer read a communications from the Kern County Elections Office that an election will be held on November 2, 2010 to fill seats on the governing board presently held by Judith Dietrichson, Kurt D. Rockwell, Amy Covert, and Tom Pearl. Candidacy forms will be received by the Elections Office in Bakersfield from July 12, 2010 through 5:00 p.m. on August 6, 2010. Representatives from the Elections Office will also be in Ridgecrest on July 27, 2010 to save candidates from having to go to Bakersfield to file.

5.4 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

6.1 Utilization of Fund Flexibility from Selected Categorical Programs under the Transfer Authority of SBx3 4 (Goals #1, #2, #3)

The state education finance trailer bill (SBx3 4) gives local school agencies the authority to use the funds received from the state Tier III programs for any educational purpose. Following a review by Mrs. Hickle, motion passed to approve the transfers as presented. SCOTT/COVERT

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

6.2 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2010-11 School Year (Goals #1, #2, #3, #4)

The Consolidated Application for Funding Categorical Programs, Part I declares the district's intent to apply for 2010-11 categorical funds. Motion passed to approve the Consolidated Application for submission to the California Department of Education as presented. JOHNSON/COVERT

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

6.3 Approval of the Elementary and Secondary Education Act, Title I, Part A, American Recovery and Reinvestment Act Waiver Request to Carryover More than 15% of its 2009 and 2010 Allocations Due to ARRA Funding (Goal #1, #4)

Because ARRA funds are allocated in one year and are received in the next year, there is potential for exceeding the 15% maximum carryover limitation for federal funds. Motion passed to approve applying for this waiver to ensure that there is no loss of funds as a result of this circumstance. COVERT/PEARL

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

6.4 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 2010-11 School Year (Goals #1, #2, #3, #4)

Motion passed to approve the agreement with High Desert Leapin' Lizards, Inc. for operation of state funded after school programs at Faller, Inyokern, and Pierce Elementary schools as presented. COVERT/DIETRICHSON

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

6.5 Approval of Student Wellness Policy Implementation Report (Goal #1, #2, #4)

As required by legislation, Mrs. Kennedy reviewed the report being submitted by student wellness committee members and school staff to inform the governing board and the school community on the progress of implementation of the student wellness policy and policies related to nutrition and physical activity. Motion passed to approve the report as presented. DIETRICHSON/COVERT

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Provided for Information: Revision to AR 3350, Travel, Reimbursement

Mrs. Janson reported that this administrative regulation has been revised to eliminate meal reimbursement for travel which is one day or a portion of one day in duration in accordance with provisions within the IRS Tax Regulations.

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

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 identified as pages 1-6 of the 6/17/10 agenda.

8.3 Ratification of Tentative Agreement between the Desert Area Teachers Association and the Board of Education Regarding Settlement of a Successor Agreement for 2010-13

8.4 Ratification of Tentative Agreement between the Desert Area Guidance Association and the Board of Education Regarding Settlement of a Successor Agreement for 2010-13

8.5 Ratification Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding Contract Reopeners for 2010-11

Motion passed to ratify the tentative agreements with district bargaining units as presented. PEARL/JOHNSON

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

Comments from the board after ratification of these agreements included appreciation to staff and to the bargaining units for working together to finalize these agreements. Such cooperation under current budget conditions speaks highly of the district, the bargaining units, and the community.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: from Jacobs Technology, Inc. \$1,500 to the engineering and robotics program at Burroughs; from Rachel Walsh, \$120 to the orchestra program at James Monroe Middle School; and from Amy Rothermel, \$150 to the orchestra program at James Monroe Middle School. PEARL/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 (Goal #3)

Mr. Auld reported that the first series of Qualified School Construction Bonds (QSCB) were sold last week and the second series will be sold the first week in July with money deposited to the district a couple of weeks after that. Tentative use of QSCB dollars will be for Inyokern Phase II, energizing Burroughs, Las Flores modernization, and possibly the water system at Richmond and Murray roofing. Results of actions of the State Allocation Board allowing districts to “jump ahead” in the funding queue should be known on June 28. Some water conservation is being promoted at Sierra Vista and Burroughs with the removal of some plants. Constructability continues on the CTE building.

Item 2.1 on the special concurrent agenda was considered next.

2.1 Approval of Revised Guaranteed Maximum Price (GMP) for Phase II, Inyokern Elementary School Modernization Program and Establishment of a Completion Date for the Project (Goal #3)

Motion passed to approve the revised Guaranteed Maximum Price of \$4,996,937 for Phase II modernization of Inyokern Elementary School and approve inclusion of a completion date of August 12, 2011 into the previously approved construction services agreement for this project. DIETRICHSON/COVERT

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

11. BUSINESS ADMINISTRATION

11.1 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2010-11 (Goal #1, #2, #3, #4)

Following review and discussion, motion passed to adopt the Sierra Sands Unified School District budget for fiscal year 2010-11 as presented. DIETRICHSON/COVERT

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

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

“A” warrants in the amount of \$2,250,512.39; “B” warrants in the amount of \$1,036,360.68

12.2 Designation of Authorized Agents and Representatives

12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) throughout the 2009-10 School Year (Goal #2, #3)

12.4 Approval of Out-of-State Travel for Burroughs High School Thespian Students to Attend the International Thespian Festival in Lincoln Nebraska on June 21-26, 2010

12.5 Approval of Waiver of Education Code Requirement, Bilingual Assessor (Goal #1, #2)

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

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

6/17/10 minutes

13. FUTURE AGENDA

Prior to adjournment, the board acknowledged Mrs. Brooks' upcoming retirement and thanked her for her service to the district.

14. ADJOURNMENT was at 8:05 p.m.

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Jane Brooks

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Contract with Autism Partnership to Provide Professional Development Training for Special Education Staff (*Goal #2*)

BACKGROUND INFORMATION: Autism spectrum disorders (ASDs) are a group of developmental disabilities that can cause significant social, communication, and behavioral challenges. People with ASDs handle information in their brain differently than other people. ASDs are “spectrum disorders.” That means ASDs affects each person in different ways and can range from very mild to severe. People with ASDs share some similar symptoms, such as problems with social interaction, but there are differences in when the symptoms start, how severe they are, and the exact nature of the symptoms.

Children with an ASD develop at different rates in different areas. They may have delays in language, social, and learning skills, while their ability to walk and move around are about the same as other children their age. They might be very good at putting puzzles together or solving computer problems, but they might have trouble with social activities like talking or making friends. Children with an ASD might also learn a hard skill before they learn an easy one. For example, a child might be able to read long words but not be able to tell you what sound a "b" makes. Children with an ASD might have unusual responses to touch, smell, sounds, sights, and taste, and feel. For example, they might over- or under-react to pain or to a loud noise. They might have abnormal eating habits or odd sleeping habits. They also might have abnormal moods or emotional reactions.

The nature of the disability makes teaching the students on the spectrum a challenge for educators. There is no one curriculum that works for all autistic students because the range of abilities and symptoms are vast. According to reports by the American Academy of Pediatrics and the National Research Council, behavior and communication approaches that help children with ASDs are those that provide structure, direction, and organization.

In December 2004, Sierra Sands had 18 students who were identified as being autistic. In December 2009, that number had risen to 48 students. Some of these students receive services in Special Day Classes and some of them are on a Resource Specialist caseload and are receiving the majority of their education in a general education classroom with support from the special education case manager.

In order for the district to effectively meet the needs of these students, it is important that district staff who work with these students have knowledge of the disability and of the research-based methodology that is the basis for effective programs for students on the autism spectrum.

Applied Behavior Analysis (ABA) is a treatment approach for students with ASD that is widely accepted among healthcare professionals and used in many schools and treatment clinics. ABA encourages positive behavior in order to improve a variety of skills. The child's progress is tracked and measured. ABA methods are used to teach new skills, increase new positive behaviors, continue positive behaviors, and cut down on behaviors that interfere with learning.

CURRENT CONSIDERATIONS: Autism Partnership is a company based in Seal Beach, California that was formed in 1994 to meet the tremendous need for effective services to families with autistic children. Autism Partnership's directors were involved in the treatment program developed at the UCLA Young Autism Project during the period of 1975-1987. Based on the knowledge gained from the university research clinic and experience in providing behavioral treatment to children, adolescents, and adults, Autism Partnership has developed comprehensive programs based on Applied Behavioral Analysis. Two of the professional development opportunities that are offered by Autism Partnership to schools are:

Didactic Workshop: This three-day workshop provides participants with knowledge and experience in the implementation of discrete trial training and intensive behavioral treatment methodologies. Training includes an overview of autism and review of applied research, principles of behavior analysis and management, a description and explanation of treatment programs and curriculum, and demonstrations of these teaching methods.

Ongoing Consultation: This training is essential to maintain the momentum from the intensive training and for continued professional development as well as developing in-house expertise. Ongoing support, supervision, and onsite training is critical to providing effective ABA programs in the classroom setting. Several days per month is recommended.

The Sierra Sands SELPA is seeking authorization from the board to contract with Autism Partnership of Seal Beach, California to conduct the Didactic Workshop on August 11, 12, 13, 2010 for special education certificated and classified staff and to provide ongoing Consultation for three days during the months of August, September, October, November, January, February, March, April, and May of the 2010-2011 school year.

FINANCIAL IMPLICATIONS: The cost of the three day Didactic Workshop is \$9,000 plus expenses. The cost of the Ongoing Consultation is \$67,500 plus expenses. Expenses for the both the Didactic Workshop and the Ongoing Consultation, include air, hotel, and ground transportation and are not to exceed \$20,000. The money for these services will come from the SELPA's Medi-Cal funds. Providing staff development is an appropriate use of these funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the Sierra Sands SELPA to enter into a contract with Autism Partnership for the professional development programs in the area of applied behavioral analysis, as presented.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revision to BP 0520.2, Title 1 Program Improvement Schools (*Goal #1, #2, #3*)

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision or adoption based upon guidance from the California School Board Association (CSBA) policy service, changes in the law, and changes in district practice.

Title I, Part A, of the federal Elementary and Secondary Education Act, supports basic programs designed to improve the academic achievement of economically disadvantaged students. Pursuant to the No Child Left Behind Act of 2001 (NCLB) (20 USC 6316), schools receiving Title I funds are identified for "program improvement" (PI) if they fail to make "adequate yearly progress" (AYP), as defined by the State Board of Education (SBE), for two or more consecutive years. According to the state criteria, a school is identified for PI if, for each of two consecutive years, it either (1) does not make AYP in the same content area (English-language arts or mathematics) school-wide, or for any numerically significant student subgroup or (2) does not make AYP on the same indicator (Academic Performance Index or high school graduation rate) schoolwide.

CURRENT CONSIDERATIONS: Board policy and administrative regulations 0520.2 Title 1 Program Improvement Schools, was last revised on November 20, 2003. BP/AR 0520.2 has been updated and revised to reflect current NCLB policies and guidance. This policy also addresses the required components of the California Department of Education's Categorical Program Monitoring (CPM) process.

In addition to suggested wording changes, the updated policy reflects current regulations regarding school choice, supplemental educational services, required financial set asides, and annual reporting requirements.

FINANCIAL IMPLICATIONS: If a district school enters program improvement, the district must set aside an amount equal to 20% of the district's Title I, Part A, allocation for transportation costs associated with school choice transfer options. When a school enters the second year of program improvement, the 20% set aside is used for school choice and supplemental educational services. In addition, the program improvement school must spend at least 10% of its site Title I allocation on professional development during each year of its program improvement.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that revisions to BP 0520.2 be adopted as presented. Revisions are being recommended for adoption without a second reading as they reflect changes in law. Please note that the revised administrative regulations are presented for informational purposes only.

Philosophy, Goals, Objectives and Comprehensive Plans

TITLE I PROGRAM IMPROVEMENT SCHOOLS

The Governing Board ***is committed*** desires to ***enabling*** assist all ~~***district students***~~ schools receiving federal Title I funds to ***meet state academic achievement standards and to narrowing the*** adequate yearly progress (AYP) toward the state's proficient level of achievement ***gap among student groups.*** ~~on state assessments.~~ ***To that end, the Board shall assist all district schools, including those receiving federal Title I funds, to achieve adequate yearly progress, as defined by the State Board of Education.***

(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6171 - Title I Programs)

Whenever a district school is identified by the California Department of Education as in need of program improvement (PI)
~~***The Superintendent or designee shall ensure that coordinate program***~~
school improvement efforts are coordinated and aligned. ~~with~~
~~federal, state and local school improvement programs as appropriate.~~
He/she shall also revise the school's Single Plan for Student Achievement in accordance with law and as specified in administrative regulation.

(cf. 0420 School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

~~*(cf. 0420.3 – School-Based Student Motivation and Maintenance Program)*~~

~~*(cf. 0520 – Intervention for Underperforming Schools)*~~

(cf. 0520.1 - High Priority Schools Grant Program)

(cf. 6179 – Supplemental Instruction)

The Superintendent or designee shall ensure that students in program improvement schools receive supplemental educational services and opportunities for student transfers in accordance with law.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6179 - Supplemental Instruction)

Philosophy, Goals, Objectives and Comprehensive Plans

TITLE I PROGRAM IMPROVEMENT SCHOOLS

The Superintendent or designee shall provide the Board with regular reports on the implementation of the improvement plan and the effectiveness of the program improvement efforts in raising student achievement.

(cf. 6190 - *Evaluation of the Instructional Program*)
(cf. 9000 - *Role of the Board*)

Legal Reference:

EDUCATION CODE

35256 School accountability report card

60642.5 *California Standards Tests*

60850-60856 *High School Exit Examination*

64000 Categorical programs included in consolidated application

64001 Single school plan for student achievement, consolidated application programs

CODE OF REGULATIONS, TITEL 5

11992-11994 Persistently dangerous schools, definition

13075-13075.4 Supplemental educational services

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

6301 *Title I program purpose*

6311 *Adequate yearly progress*

6312 *Local educational agency plan*

6313 *Eligibility of schools and school attendance areas; funding allocation*

6316 *School improvement*

7912 *Persistently dangerous schools*

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

200.13-200.20 *Adequate yearly progress*

200.30-200.35 *Identification of program improvement schools*

200.36-200.38 *Notification requirements*

200.39-200.43 *Requirements for program improvement, corrective action and restructuring*

200.44 *School choice option*

200.45-200.47 *Supplemental **educational** services*

200.48 *Funding for transportation and supplemental services*

200.49-200.51 *State responsibilities*

200.52-200.53 *District improvement*

Philosophy, Goals, Objectives and Comprehensive Plans

TITLE I PROGRAM IMPROVEMENT SCHOOLS

Legal Reference: (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
2008 Adequate Yearly Progress Report Information Guide, August 2008
California's Accountability Workbook
FEDERAL REGISTER
Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages 64436-64513
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Public School Choice, January 14, 2009
Supplemental Educational Services, January 14, 2009
~~CSBA ADVISORIES~~
~~No Child Left Behind: Update on Federal Regulations and State Board of Education Actions, January 2003~~
~~Supplemental Educational Services for NCLB: School Districts and County Offices as Providers, November 2002~~
~~The "No Child Left Behind" Act of 2001: Policy Implications for School Districts, July 2002~~
~~U.S. DEPARTMENT OF EDUCATION GUIDANCE~~
~~Public School Choice, December 4, 2002~~
~~Supplemental Educational Services, December 12, 2002~~
~~WEB SITES~~
~~CSBA: <http://www.csba.org>~~
California Department of Education, Program Improvement:
~~CDE: <http://www.cde.ca.gov/iasa/titleone>~~
<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>
~~U.S. Department of Education: <http://www.ed.gov>~~
~~No Child Left Behind: <http://www.nclb.gov>~~

Regulation

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Approved: ~~November 20, 2003~~ **July 15, 2010**

Ridgecrest, California

Philosophy, Goals, Objectives and Comprehensive Plans

TITLE I PROGRAM IMPROVEMENT SCHOOLS

Definitions

~~Program improvement school is a school receiving federal Title I funds that has failed to make adequate yearly progress for two or more consecutive school years.~~

Adequate yearly progress (AYP) is ***a series of annual academic performance goals, as defined by the State Board of Education, that incorporate student participation levels on state assessments,*** the minimum ***required*** percentages of students at each school who must perform ***scoring*** at or ~~the~~ above the proficient level ***or above*** each year in ***on English*** reading-language arts and mathematics ***state assessments, high school graduation rates, and growth on the state's Academic Performance Index (API).*** The minimum percentage rises each year, so that by 2014 all students in all schools must achieve at the proficient level or higher in both content areas. The minimum percentage also applies to each numerically significant subgroup of students, unless the percentage of students in the group who did not meet or exceed the target decreased by at least 10 percent from the preceding year and the group progressed on one or more academic indicators.

~~At or above the "proficient" level, for students in grades 2-8, means the percentage of students scoring at the proficient or advanced level on the California Standards Tests. At the high school level, proficiency is determined by equivalent levels on the California High School Exit Examination as determined by the State Board of Education.~~

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

Numerically significant subgroups include economically disadvantaged students, students from major racial and ethnic groups, students with disabilities and students with limited English proficiency. ***When the number of students in the subgroup is sufficient to yield statistically reliable results. (20USC6311)*** For purposes of determining AYP, a significant subgroup is at least 100 students, or 50 students who represent at least 15 percent of the students to be tested.

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)~~Requirements for Program Improvement Schools~~**YEAR 1 PROGRAM IMPROVEMENT**

When any **Title I** district school is identified for ~~program improvement~~
Year I PI: (20 USC 6316)

(cf. 0420 - School Plans/Site Councils)

(cf. 6171 - Title I Programs)

1. The Superintendent or designee shall provide students enrolled in the school the option of transferring to another district school or charter school that has not been identified for program improvement **(PI)**, as described below under "Student Transfers."

(cf. 0420.4 - Charter Schools)

~~(cf. 5118 - Transfers)~~

2. The **Principal and** school **community** shall develop or revise a two-year improvement plan in accordance with 20 USC 6316, for approval by the Governing Board.

3. Within 45 days of receiving the plan, the Board shall establish a peer review process to assist with the review of the plan, work with the school as necessary, and approve the plan if it meets the requirements of law.
 (20 USC 6316)

4. The school shall implement the ~~improvement~~ plan no later than the beginning of the next full school year following the school's identification for program improvement **(PI)**, or, if the plan has not been approved prior to beginning the school year, immediately upon approval of the plan. (20 USC 6316)

5. As the school develops and implements the school plan, the Superintendent or designee shall ensure that the school receives technical assistance either from the district, the California Department of Education, an institution of higher education, a private organization, an educational service agency or another entity with experience in helping schools improve academic achievement, including assistance in: (20 USC 6316)

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

- a. Analyzing ***data from*** state assessments ~~data~~ and other examples of student work to identify and address problems in instruction and/or problems in implementing Title I requirements pertaining to parent involvement, professional development, or school and district responsibilities identified in the school's Title I plan
- b. Identifying and implementing professional development, instructional strategies and methods of instruction that are based on scientifically based research and that have proven effective in addressing the specific instructional issues that caused the school to be identified for school improvement **(PI)**
- c. Analyzing and revising the school's budget so that the school's resources are more effectively allocated to the activities most likely to increase student achievement and to remove the school from program improvement **(PI)** status

(cf.3100 – Budget)

For any ***Title I*** school that fails to make AYP by the end of the first full school year after being identified for program improvement **(PI)**, the Superintendent or designee shall: *(20 USC 6316)*

1. Continue to provide all students enrolled in the school with the option ~~to~~ ***of transferring*** to another district school or charter school that has not been identified for program improvement ***as described below under “Student Transfers”***
2. Arrange for the provision of supplemental educational services to eligible students from low-income families by a provider with a demonstrated record of effectiveness, as described below under "Supplemental Educational Services"
3. Continue to provide for technical assistance

Year 3 Program Improvement Corrective Action

When a ~~Any school that continues to fail to make AYP in subsequent~~ ***by the end of the second full school years after identification for PI (four consecutive years of failure to make AYP)*** shall be subject to ~~items #1-3 above as well as additional consequences ranging from corrective actions to restructuring of school governance pursuant to 20~~

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

the Superintendent or designee shall continue to provide all elements of Year 1 and Year 2 PI. In addition the Board shall take at least one of the following corrective actions. (USC 6316)

1. Replace school staff relevant to the failure

(cf. 4113 – Assignment)

2. Implement a new curriculum and related professional development

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

3. Significantly decrease management authority at the school level

4. Appoint an outside expert to advise the school

5. Extend the school year or school day for the school

(cf. 6111 – School Calendar)

6. Restructure the internal organization of the school

Year 4 Program Improvement and Beyond: Restructuring

For any school that continues to fail to make AYP after one full year of corrective action, the superintendent or designee shall continue to provide all students enrolled in the school with the option to transfer to another district school or charter school and continue to make supplemental educational services available to eligible students who remain in the school. In addition, the Board shall develop a plan and make necessary arrangements to implement one of the following options for alternative governance and restructuring, consistent with state law: (20 USC 6316)

1. Reopen the school as a charter school

2. Replace all or most of the school staff relevant to the failure

3. Enter into a contract with an entity with a demonstrated record of effectiveness to operate the school

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)**4. Turn the operation of the school over to the CDE****5. Institute any other major restructuring of the school's governance arrangements that makes fundamental reforms.*****Notifications***

Whenever a school is identified for program improvement **PI**, corrective action or restructuring, the Superintendent or designee shall promptly notify parents/guardians of students enrolled in that school. The notification shall include: (20 USC 6316)

1. An explanation of what the identification means, and how the school compares in terms of academic achievement to other elementary or secondary schools in the district and state
2. The reasons for the identification
3. An explanation of what the school is doing to address the problem of low achievement
4. An explanation of what the district or state is doing to help the school address the achievement problem
5. An explanation of how parents/guardians can become involved in addressing the academic issues that caused the school to be identified for program improvement
6. An explanation of the option to transfer to another district school or charter school or to obtain supplemental educational services

7. If the school is in Year 2 of PI or beyond, an explanation of how parents/guardians can obtain supplemental educational services for their child as described below under "Supplemental Educational Services"

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall disseminate information about corrective actions taken at any district school to the parents/guardians of each student in that school and to the public through such means as

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

the Internet, the media and public agencies. *(20 USC 6316)*

The Superintendent or designee shall promptly notify teachers and parents/guardians whenever a school is identified for restructuring and shall provide them adequate opportunities to comment before taking action and to participate in developing any plan for restructuring school governance. *(20 USC 6316)*

All notifications pertaining to program improvement **(PI)** shall be written in an understandable and uniform format and, to the extent practicable, a language the parents/guardians can understand. *(20 USC 6316)*

When a school identified for program improvement, corrective action or restructuring makes AYP for two consecutive school years, it shall no longer be subject to the requirements described above. *(20 USC 6316)*

To the extent practicable, the district shall partner with outside groups, such as faith-based organizations, other community-based organizations, and business groups, to help inform eligible students and their families of the opportunities to transfer or to receive supplemental educational services (34 CFRE 200.48)

Student Transfers

All students enrolled in a Title I school ***a school in Year 1 of PI or beyond*** ~~that is identified for program improvement, corrective action or restructuring~~ shall be provided an option to transfer to another district school or charter school that: *(20 USC 6316; 34 CFR 200.44)*

1. Has not been identified for program improvement, corrective action or restructuring
2. Has not been identified by the California Department of Education as a "persistently dangerous" school pursuant to 20 USC 7912 ***and 5 CCR 11992-11994***

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5116.1 - Intradistrict Open Enrollment)

Among these students, priority shall be given to the lowest achieving students from low-income families, as defined by the district for purposes of allocating Title I funds. *(20 USC 6316; 34 CFR 200.44)*

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

If two or more district schools are eligible to accept transfers based on criteria listed in items #1-2 above, the district shall provide a choice of more than one such school and shall take into account parent/guardian preferences among the choices offered. (34 CFR 200.44)

School capacity shall not be used to deny transfer opportunities to students. However, the Superintendent or designee may consider capacity in selecting schools that will be offered as alternatives for school choice. The Board may increase capacity in eligible district schools to accommodate all students who wish to transfer.

The transfer option shall be offered ~~not later than the first day of~~ **so that students may transfer in** the school year following **the school year in which the district** administration ~~ered~~ of the assessments that resulted in the identification of the school for program improvement **PI**, corrective action or restructuring. **In order to provide adequate time for parents/guardians to exercise their transfer option before the school year begins, the Superintendent or designee shall notify parents/guardians of the available school choices sufficiently in advance of, but no later than 14 calendar days before, the start of the school year.**(34 CFR 200.37, 200.44)

~~An explanation of the option to transfer to another public school shall be promptly provided to parents/guardians of each student enrolled in an identified school. Such notice shall be provided in an understandable and uniform format and, to the extent practicable, in a language that the parents/guardians can understand. (20 USC 6316)~~

The Notice **of the transfer option** shall:

1. Inform parents/guardians that their child is eligible to attend another public school ~~or public charter school~~ due to the ~~less than adequate performance of their~~ **identification of the** child's current school **as in need of improvement**
2. Identify each public school or public charter school that the parent/guardian can select
3. Explain why the choices made available to them may have been limited

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

~~4. Describe the performance and quality of the schools to which the student may transfer~~

~~5.4~~ Provide information on the academic achievement of the school(s) to which the student may transfer *(34 CFR 200.37)*

~~6.5~~ Explain the provision of transportation to the new school *(34 CFR 200.37)*

The notice may include other information about the school(s) to which the student may transfer, such as a description of any special academic programs or facilities, the availability of before- and after-school programs, the professional qualifications of teachers in the core academic subjects, and a description of parent involvement opportunities. *(34 CFR 200.37)*

In addition to mailing notices directly to parents/guardians, the Superintendent or designee shall provide information about transfer options through broader means, such as the Internet, the media, and public agencies serving students and their families. *(34 CFR 200.36)*

To ensure that parents/guardians have current information, the district shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in the student transfer option, beginning with data from the 2007-08 school year and each subsequent year thereafter, and a list of available schools to which eligible students may transfer in the current school year. (34 CFR 200.39)

The Superintendent or designee may establish reasonable timelines for parents/guardians to indicate their intent to transfer their child and for the district to notify parents/guardians of the school assignment.

The Superintendent or designee may require parents/guardians to rank-order their preferences from among schools that are eligible to receive transfer students. Parents/guardians may decline their assigned school and remain in their school of origin.

The district shall provide, or shall pay for the provision of, transportation for the student to the public school that student chooses to attend. *(20 USC 6316)*

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

(cf. 3540 - Transportation)

To ensure that transportation may be reasonably provided, the Superintendent or designee may establish transportation zones based on geographic location. Transportation to schools within ~~that~~ **a** zone shall be fully provided, while transportation outside that zone may be partially provided ~~or funded~~.

Any student who transfers to another school may remain in that school until he/she has completed the highest grade in that school. However, the district shall not be obligated to provide, or pay for the provision of, transportation for the student after the end of the school year that the school of origin is no longer identified for program improvement **PI**, corrective action or restructuring. *(20 USC 6316)*

In the event that If all district schools are identified for program improvement **PI**, corrective action or restructuring, the ~~Board~~ **district** shall, to the extent practicable, establish a cooperative agreement with other local educational agencies in the area for an interdistrict transfer. *(20 USC 6316; 34 CFR 200.44)*

(cf. 5117 - Interdistrict Attendance)

~~*(cf. 5117.1 - Interdistrict Attendance Agreements)*~~

~~*(cf. 5117.2 - Alternative Interdistrict Attendance Program)*~~

Supplemental Educational Services

When required by law, supplemental educational services shall be provided outside the regular school day and shall be specifically designed to increase ~~eligible students'~~ achievement **of eligible students from low-income families** on state academic assessments and to assist them in attaining state academic standards. *(20 USC 6316)*

(cf. 6011 - Academic Standards)

When a school is required to provide supplemental educational services, the Superintendent or designee shall annually notify parents/guardians of:

1. The availability of supplemental educational services *(20 USC 6316)*
2. The identity of approved providers that are within the district or are reasonably available in neighboring local educational agencies *(20 USC*

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

3. The identity of approved providers ~~that are accessible through~~ **of technology-based, such as or distance learning supplemental educational services**

4. The services, qualifications and demonstrated effectiveness of each provider, **including an indication of those providers who are able to serve students with disabilities or limited English proficiency** (20 USC 6316)

5. The ~~procedures and timelines that parents/guardians must follow to select a provider~~ **benefits of receiving supplemental educational services**

In addition, the notification shall describe procedures and timelines that parents/guardians must follow to select a provider.

This notification shall be clearly distinguishable from other information sent to parents/guardians regarding identification of the school for PI, corrective action, or restructuring. (34 CFR 200.37)

To ensure that parents/guardians have current information, the district shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in supplemental educational services, beginning with data from the 2007-08 school year and each subsequent year thereafter, a list of state-approved providers serving the district in the current year, and the location where services are provided.

The Superintendent or designee shall distribute sign-up forms for supplemental educational services directly to all eligible students and their parents/guardians and make them available and accessible through broad means of dissemination such as the Internet, other media, and communications through public agencies serving eligible students and their families. (34 CFR 200.48)

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

The district shall provide a minimum of two enrollment windows, at separate points in the school year, that are of sufficient length to enable parents/guardians of eligible students to make informed decisions about requesting supplemental educational services and selecting a provider. (34 CFR 200.48)

Eligible supplemental services providers shall be given access to school facilities, using a fair, open, and objective process, on the same basis as other groups that seek access to school facilities. (34 CFR 200.48)

Within a reasonable period of time established by the Superintendent or designee, parents/guardians shall select a service provider from among those approved by the State Board of Education. Upon request, the Superintendent or designee shall assist parents/guardians in choosing a provider. (20 USC 6316)

When the district is an approved service provider, the Superintendent or designee shall be careful to provide parents/guardians with a balanced presentation of the options available to them and shall ensure that they understand their right to select the district or any other service provider.

The Superintendent or designee shall ensure that eligible students with disabilities, students covered under Section 504 ***of the federal Rehabilitation Act***, and students with limited English proficiency receive appropriate supplemental educational services with any necessary accommodations or language assistance. (34 CFR 200.46)

(cf. 6159 – Individualized Education Program)

(cf. 6164.4 - Identification of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

(cf. 6174 - Education for English Language Learners)

If no provider is able to make the services available to such students, the district shall provide these services with necessary accommodations or language assistance, either directly or through a contract. Supplemental educational services shall be consistent with a student's individualized education program or Section 504 **services** plan.

~~*(cf. 6159 – Individualized Education Program)*~~

TITLE I PROGRAM IMPROVEMENT SCHOOLS(continued)

If available funds are insufficient to provide supplemental educational services to each eligible student whose parents/guardians request those services, priority shall be given to the lowest achieving eligible students.
(20 USC 6316)

If the number of parents/guardians selecting a particular provider exceeds the capacity of that provider, priority shall be given to the lowest achieving eligible students.

Once a provider has been selected by a parent/guardian, the Superintendent or designee shall enter into an agreement with the provider. The agreement shall: (20 USC 6316)

1. Require the district to develop, in consultation with the parents/guardians and the provider, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement. In the case of a student with disabilities, the statement shall be consistent with the student's individualized education program.
2. Describe how the student's parents/guardians and teacher(s) will be regularly informed of the student's progress.
3. Provide for the termination of the agreement if the provider is unable to meet such goals and timetables.
4. Contain provisions with respect to the district making payments to the provider.
5. Prohibit the provider, without written parent/guardian permission, from disclosing to the public the identity of any student eligible for or receiving supplemental educational services.

Regulation

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Approved: ~~November 20, 2003~~ **July 15, 2010**

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Adoption of BP 0520.3, Title 1 Program Improvement Districts (*Goal #1, #2, #3*)

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision or adoption based upon guidance from the California School Board Association (CSBA) policy service, changes in the law, and changes in district practice.

Title I, Part A, of the federal Elementary and Secondary Education Act, supports basic programs designed to improve the academic achievement of economically disadvantaged students. Pursuant to the No Child Left Behind Act of 2001 (20 USC 6316), districts receiving Title I funds are identified for "program improvement" (PI) if they fail to make "adequate yearly progress" (AYP), as defined by the State Board of Education (SBE), for two or more consecutive school years. According to the criteria, a district is identified for PI if, for each of two consecutive years, it either (1) does not make AYP in the same content area (English-language arts or mathematics) and does not meet annual measurable objectives in the same content area in each grade span (grades 2-5, 6-8, and 10), or (2) does not make AYP on the same indicator (Academic Performance Index or graduation rate) districtwide.

CURRENT CONSIDERATIONS: Board policy 0520.3, Title 1 Program Improvement Districts is proposed for adoption and reflects current NCLB policies and guidance. The policy defines timelines and steps a district is required to take should it be identified for Program Improvement.

FINANCIAL IMPLICATIONS: If a district school enters program improvement, the district must set aside an amount equal to 20% of the district's Title I, Part A, allocation for transportation costs associated with school choice transfer options. When a school enters the second year of program improvement, the 20% set aside is used for school choice and supplemental educational services. In addition, the program improvement school must spend at least 10% of its site Title I allocation on professional development during each year of its program improvement.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that Board Policy 0520.3 be adopted as presented. This policy is being recommended for adoption without a second reading as it reflects current law. Please note that the administrative regulations are presented for informational purposes only.

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The Governing Board shall annually review and analyze the district's performance in making adequate yearly progress (AYP) toward student achievement standards, in accordance with criteria established by the State Board of Education (SBE). The Board's review shall include an evaluation of whether district improvement efforts are aligned and adequately focused on increasing achievement levels for all students. As necessary, the Board and the Superintendent or designee shall take steps to improve district operations and programs to enable students to achieve proficiency.

(cf. 0500 - Accountability)

(cf. 6011 - Academic Standards)

(cf. 6162.51 - Standardized Testing and Reporting Program)

Early Warning Program

In the event that the district is provided notice by the California Department of Education (CDE) that it is in danger of being identified for program improvement (PI) within two years under the federal No Child Left Behind Act, the Board shall determine whether to participate in the voluntary Early Warning Program. If the Board elects to have the district participate in the program, the district shall conduct a voluntary self-assessment using research-based criteria provided by the CDE and may revise its Title I local educational agency (LEA) plan based on the results of that assessment. (Education Code 52055.57)

(cf. 6171 - Title I Programs)

Year 1-2 PI: Revision and Implementation of LEA Plan

In the event that the district is identified for PI by the CDE, the Superintendent or designee shall, in accordance with law and administrative regulation, notify parents/guardians, administer a district self-assessment process, and revise the LEA plan. (20 USC 6316; Education Code 52055.57)

Title I Program Improvement Districts

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The revised LEA plan or plan addendum shall be approved by the Board and submitted to the CDE. The Superintendent or designee shall regularly report to the Board regarding the implementation of the plan during Years 1 and 2 of the program.

The Superintendent or designee shall utilize available state and local resources to identify specific problems contributing to low student achievement and provide technical assistance and support to resolve those problems. He/she also shall work closely with individual school sites to raise student achievement in accordance with school plans.

***(cf. 0520.1 - High Priority Schools Grant Program)
(cf. 0520.2 - Title I Program Improvement Schools)***

Year 3 PI: Corrective Action

If the district does not make AYP after two years of receiving program funding, the Board shall cooperate with the Superintendent of Public Instruction (SPI) and the SBE in the identification and implementation of appropriate corrective actions.

The Board shall enter into a contract with a district assistance and intervention team (DAIT) whenever the SPI and SBE determine this to be the most appropriate corrective action. Upon receiving a report of recommendations from the DAIT: (Education Code 52055.57, 52059)

1. The Board may, not later than 30 days after completion of the report, appeal to the SPI to be exempted from implementing one or more of the report's recommendations.

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2. Not later than 60 days after completion of the report, the Board shall, at a regularly scheduled meeting, adopt the report recommendations, as modified by any exemptions granted by the SPI.

The Superintendent or designee shall establish a district leadership team to collaborate with the DAIT in the development and implementation of an action plan to address high-priority needs. This team may include site and district administrators, teacher leaders, special education teachers, English learner experts, fiscal officers, and other key personnel, as appropriate.

The Board and the Superintendent or designee shall monitor the district's progress in implementing the DAIT's recommendations and shall continually use student performance data to determine whether additional district or school site changes are necessary to improve student achievement.

Legal Reference:

EDUCATION CODE

52055.57-52055.59 Districts identified or at risk of identification for program improvement

52059 Statewide system of school support

UNITED STATES CODE, TITLE 20

6301 Title I program purpose

6311 Adequate yearly progress

6312 Local educational agency plan

6316 School and district improvement

6321 Fiscal responsibilities

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements

200.52-200.53 District improvement

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Blueprint for District Assistance and Intervention, 2008

2007 Adequate Yearly Progress Report Information Guide, August 2007

***A Training Guide for Local Educational Agencies and Schools: Program BP
0520.3 (c)***

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Legal Reference: (continued)

Improvement, September 2006

U.S. DEPARTMENT OF EDUCATION GUIDANCE

LEA and School Improvement Non-Regulatory Guidance, rev. July 21, 2006

WEB SITES

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

California Department of Education, Program Improvement:

<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

POLICY

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Adopted: July 15, 2010

Ridgecrest, CA

Title I Program Improvement Districts

Philosophy, Goals, Objectives and Comprehensive Plans

Year 1-2 Program Improvement (PI): Revision and Implementation of LEA Plan

Whenever the district is notified that it has been identified for PI under the federal No Child Left Behind Act, the district shall complete all of the following actions:

1. Promptly notify parents/guardians of each district student regarding the district's PI status, the reasons for the identification, and how parents/guardians can participate in upgrading the quality of the district's programs. The notification shall be in a format and, to the extent practicable, in a language the parents/guardians can understand. (20 USC 6316)

(cf. 5145.6 - Parental Notifications)

2. Conduct a self-assessment using materials and criteria based on current research and provided by the California Department of Education. (Education Code 52055.57)

3. Contingent upon state funding, contract with a county office of education or another external entity, no later than 90 days after the district is identified for PI and after working with the County Superintendent of Schools, for both of the following purposes: (Education Code 52055.57)

a. Verifying the fundamental teaching and learning needs in district schools as determined by the self-assessment and identifying the specific academic problems of low-achieving students, including a determination as to why the prior Title I local educational agency (LEA) plan failed to increase student academic achievement

b. Ensuring that the district receives intensive support and expertise to implement reform initiatives in the LEA plan

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

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4. Within three months after the district's identification for PI, develop or revise the LEA plan in consultation with parents/guardians, school staff, and others. This plan shall reflect the findings of the self-assessment and shall: (20 USC 6316; 34 CFR 200.52; Education Code 52055.57)

a. Incorporate scientifically based research strategies that will strengthen the core academic program in district schools

b. Identify actions that have the greatest likelihood of improving student achievement in meeting the state's academic achievement standards

c. Address the professional development needs of the instructional staff by committing to spending at least 10 percent of the district's allocation of Title I, Part A, funds for professional development

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

d. Include specific measurable achievement goals and targets for each of the student subgroups identified pursuant to 20 USC 6311, especially those that did not make adequate yearly progress (AYP)

e. Address the fundamental teaching and learning needs in the district's schools and the specific academic problems of low-achieving students, including a determination of why the district's prior plan failed to bring about increased student academic achievement

f. Incorporate, as appropriate, student learning activities before school, after school, during the summer, and during any extension of the school year

(cf. 5148.2 - Before/After School Programs)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer School)

AR 0520.3(c)

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(cf. 6179 - Supplemental Instruction)

g. Specify the responsibilities of the district and the state under the plan, including the district's fiscal responsibilities under 20 USC 6321 and the technical assistance to be provided by the state

h. Include strategies to promote effective parent/guardian involvement in district schools

(cf. 6020 - Parent Involvement)

5. Contingent upon state funding, after working with the County Superintendent or an external verifier, contract with an external provider to provide support and implement recommendations to assist the district in resolving shortcomings identified in the verified self-assessment (Education Code 52055.57)

6. Implement the LEA plan expeditiously, but not later than the beginning of the next school year after the school year in which the district administered the assessments that resulted in its PI identification (20 USC 6316; 34 CFR 200.52; Education Code 52055.57)

The district shall exit PI status when it makes AYP for two consecutive years. (20 USC 6316; 34 CFR 200.53; Education Code 52055.57)

Year 3 PI: Corrective Action

If the district fails to make AYP by the end of the second year in PI, it shall be subject to corrective actions determined by the State Board of Education (SBE). (20 USC 6316; 34 CFR 200.53; Education Code 52055.57)

If the SBE takes any corrective action other than, or in addition to, the appointment of a district assistance and intervention team (DAIT), the Superintendent or designee shall appear before the SBE within Year 3 of PI to review the district's progress. The AR 0520.3(d)

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Superintendent or designee, the DAIT, and/or the County Superintendent shall provide testimony and written data sufficient for the SBE to determine whether an alternative corrective action is needed. (Education Code 52055.57)

Regulation

Approved: July 15, 2010

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest California

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to BP 4112.2, Certification of Personnel (Goal #1, #2)

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed to reflect recent changes in applicable state and/or federal laws and regulations. California School Board Association policy service is used as guidance when revising policy.

CURRENT CONSIDERATIONS: The Governing Board recognizes that the district's ability to provide a high quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit from the Commission on Teacher Credentialing (CTC).

This revised policy reflects procedures that must be in place when fully credentialed staff members are not available. Provisions may include permits for short-term staff (STSP), provisional internships (PIP), visiting faculty, emergency, or credential waivers under the conditions and limitations provided in state and federal law.

FINANCIAL IMPLICATIONS: Assistance with meeting Highly Qualified status is an authorized use of federal categorical funds. No additional cost to the general fund is anticipated.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 4112.2 as presented. Administrative regulations are presented for informational purposes only.

Personnel

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit from the Commission on Teacher Credentialing (CTC) authorizing their employment in such positions.

(cf. 4111 - Recruitment and Selection)
 (cf. 4112.21 - Interns)
 (cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
 (cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4312.5 – Criminal Record Check)
 (cf. 4113 - Assignment)
 (cf. 4116 - Probationary/Permanent Status)
 (cf. 4121 - Temporary/Substitute Personnel)
 (cf. 5148 - Child Care and Development)
(cf. 6178.2 – regional Occupational Center/Program)
(cf. 6200 – Adult Education)

All teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20USC 6319, 7801; 5 CCR 6100-6125)

(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)

When ~~fully~~ ***a*** credentialed teachers ~~is are~~ not available, the district may employ persons ***that CTC issue a short-term staff permit (STSP), provisional internship permit (PIP), visiting faculty permit, with intern credentials, emergency permits, pre-intern certificates*** or credential waivers under the conditions and limitations provided in state and federal law.

When requesting a PIP or STSP, the Board shall approve, as an action item at a public Board meeting, a notice of intent to employ the applicant in the identified position. (5CCR 80021.1)

Before requesting a visiting faculty permit or emergency permit, the Board shall annually approve a Declaration of Need for Fully Qualified educators as action item at a regularly scheduled public Board meeting. (Education Code 44300.1; 5 CCR 80026)

~~As necessary, all teachers of core academic subjects teaching in programs supported by federal Title I funds shall meet the requirements of the No Child Left Behind Act. By the end of the 2005-06 school year, all teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20 USC 6319, 7801; 5 CCR 6100-6125)~~

~~(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)~~

The Superintendent or designee will provide support and guidance to non-credentialed teachers in accordance with law to ensure the quality of the instructional program. He/she also may provide assistance and support to staff holding preliminary credentials to help them meet the qualifications required for the professional clear credential.

(cf. 4131 – Staff Development)

(cf. 4131.1 - Beginning Teacher Support/Induction)

(cf. 4138 – Mentor Teachers)

National Board for Professional Teaching Standards Certification

The Governing Board encourages district teachers to voluntarily seek **additional certification** from the National Board for Professional Teaching Standards, ~~additional certification~~ which demonstrates advanced knowledge and teaching skills.

The Superintendent or designee shall inform ~~district~~ **all** teachers and teachers working in charter schools about the program and how to acquire the necessary application and information materials. The Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program contingent upon funding.

~~(cf. 0420.4 – Charter Schools)~~

(cf. 4161.3 – Professional Leaves)

~~The Superintendent or designee may provide release time and support to teachers participating in the program.~~

Legal Reference:

EDUCATION CODE

8360-8370 Qualifications of child care personnel

32340-32341 Unlawful issuance of a credential

41520-41522 Teacher Credentialing Block Grant

42647 Eligibility to issue warrants

~~42647 Drawing of warrants~~

44066 Limitations on certification requirements

44200-44405 Teacher credentialing, especially:

44250-44277 Credential types; minimum requirements

44279.1 -44279.7 Beginning Teacher Support and Assessment Program

44300-44302 Emergency permits and visiting faculty permits

44320.2 Teachers performance assessment

44325-44328 District interns

44330-44355 Certificates and credentials

44380-44387 Alternative certification program

44395-44399 National Board for Professional Teaching Standards
44420-44440 Revocation and suspension of credentials
44450-44468 University internship program
44560-44562 Certificated Staff Mentoring Program
44735 Teaching as a Priority Block Grant
44830-44929 Employment of certificated persons: requirement of proficiency in basic skills
56060-56063 Substitute teachers in special education

~~44225.6 CTC annual report on credentials, internships and emergency permits-~~
~~44225.7 Priorities for recruitment when fully prepared teacher not available-~~
~~44251 Period of credentials-~~
~~44252 Standards and procedures for issuance; proficiency testing of basic skills-~~
~~44252.5 State basic skills assessment required for certificated personnel-~~
~~44259 Minimum requirements for teaching credential-~~
~~44259.5 Standards for teachers of all students, including English language learners-~~
~~44270.3 44270.4 Out of state credentials, administrative services-~~
~~44274.2 44275.4 Out of state credentials-~~
~~44277 Requirements for maintaining valid credentials-~~
~~44279.1 44279.7 Beginning Teacher Support and Assessment Program (BTSA)~~
~~44300 44301 Emergency permits-~~
~~44302 CTC notification re district options when fully qualified teacher not available-~~
~~44320.2 Teachers performance assessment~~
~~44325 44329 District interns-~~
~~44330 44355 Certificates and credentials-~~
~~44395 44399 National Board for Professional Teaching Standards~~
~~44464 Period of validity of internship credential~~
~~44468 Early completion of internship program~~
~~44500 44508 Peer Assistance and Review Program for Teachers~~
~~44662 Performance evaluation; Stull Act review~~
~~44735 Teaching as a priority block grant-~~
~~44751 Recruitment centers-~~
~~44830 44929 Employment of certificated persons; requirement of proficiency in basic skills-~~

56060-56063 Substitute teachers in special education

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

80001-80674.6 Commission on Teacher Credentialing

UNITED STATES CODE, TITLE 20

6311 Parental notifications

6312 ~~District~~ Title I *local educational agency* plan

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

200.61 Parent notification regarding teacher qualifications

COURT DECISIONS

Association of Mexican-American Educators et. al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

08-11 Approval of Amendments to Title 5 Regulations Pertaining to Multiple Subject, Single Subject or Education Specialist Short-Term Staff, July 18, 2008

09-09 New Online Credential View and Print Process, July 3, 2008

07-23 Visiting Faculty Permit, December 14, 2007

07-19 Designated Subjects Career Technical Education Teaching Credential, December 14, 2007

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Teacher Supply in California: A Report to the Legislature, April 2008

CSBA PUBLICATIONS

Maximizing School Board Leadership: Human Resources, 1996

CTC PUBLICATIONS

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001 rev. March 2007

California Standards for the Teaching Profession, July 1997

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, December 19, 2002 rev. October 5, 2006

CSBA ADVISORIES

Teacher Credentialing Commission Eliminates Emergency Permits, August 2003

WEB SITES

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

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

U.S. Department of Education: <http://www.ed.gov>

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

California Teacher Credentialing Examinations: <http://www.ctcexams.nesinc.com>

Commission on Teacher Credentialing, Commission's Information Guide (for employers' use only): <http://www.ctc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: ~~February 3, 2005~~ **July 15, 2010**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Certification

Personnel

Registration

Each person employed by the district for a position requiring certification qualifications shall, within 60 days after beginning employment, register with the ~~district~~ **county office of education** a valid credential **issued by the Commission on Teacher Credentialing (CTC)** authorizing the person to work in that position. Certificated employees also shall register renewed credentials within 60 days after the renewal. (Education Code ~~42647, 44332.5, 44330~~, 44857)

Basic Skills Proficiency Test

~~Prior to being hired by the Governing Board, all certificated persons, whether~~ **The district shall not initially hire on a permanent, temporary or substitute basis a certificated person seeking employment in the capacity designated in his/her credential unless that person has passed the California Basic Educational Skills Test (CBEST).** ~~shall demonstrate basic skills proficiency in reading, writing and mathematics, unless specifically exempted from this requirement by Education Code 44830. or is specifically exempted from the requirement by law.~~ (Education Code ~~44252, 44252.6~~, 44830)

cf. [4112.22](#) - Staff Teaching Students of Limited English Proficiency)

(cf. [4112.23](#) - Special Education Staff)

(cf. [4112.24](#) - Teacher Qualifications Under the No Child Left Behind Act)

(cf. [4121](#) - Temporary/Substitute Personnel)

(cf. [5148](#) - Child Care and Development)

(cf. [6178](#) - Career Technical Education)

(cf. [6178.2](#) - Regional Occupational Center/Program)

(cf. [6200](#) - Adult Education)

The district may hire a certificated teacher who has not taken the CBEST if he/she has not yet been afforded the opportunity to take the test. The employee shall take the test at the earliest opportunity and may remain employed by the district pending the receipt of his/her test results. (Education Code 44830)

Certificated persons who have not held a position requiring certification within 39 months of employment and who have not taken the state basic skills proficiency test may be hired as temporary employees, provided they pass a basic skills proficiency test developed and administered by the district. Such employees shall subsequently take the state test within one year of employment. (Education Code 44830)

~~(cf. 4121 - Temporary/Substitute Personnel)~~

An out-of-state prepared teacher shall complete the CBEST requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law. An out-of-state prepared teacher applying to the CTC for a one-year nonrenewable credential pending completion of the CBEST requirement shall pass the district's basic skills proficiency test which is at least equivalent to the district test required for high school graduation. (Education Code 44252, 44274.2)

(cf. 6146.1 – High School Graduation Requirements)

(cf. 61476.2 – Certificate of Proficiency)

(cf. 6162.5 – High School Exit Examination)

~~A Person holding or applying for a designated subjects/special subjects credential which does not require possession of a bachelor's degree shall pass the district proficiency test in lieu of the CBEST. or vocational designated subject credential shall not be required to take the state basic skills proficiency test unless their specific credential requires the possession of a baccalaureate degree. Instead, these persons shall be assessed with district proficiency criteria established by the Board for these credentials, which shall be at least equivalent to the district test required for graduation from high school. (Education Code 44252, 44830)~~

~~Persons holding a designated subjects/special subjects credential or a vocational designated subject credential~~ *The district* shall be charged a fee to *cover the costs of developing, administering, and grading* ~~take the district proficiency test.~~

~~Out of State Credentials~~

~~The district may employ an out of state applicant who has met the requirements of Education Code 44274.2, 44275.3 or 44275.4 and obtained a preliminary or professional clear credential from the Commission on Teacher Credentialing (CTC).~~

~~(cf. 4112.5/4312.5 – Criminal Record Check)~~

~~A teacher prepared out of the state or country who has been issued a five-year California preliminary credential shall pass the state basic skills proficiency test described above within one year of the issuance date of the credential in order to be eligible to continue teaching, unless the CTC has determined that the teacher licensing body of the state in which the teacher completed his/her preparation requires an applicant to demonstrate a level of basic skills proficiency that is at least comparable and equivalent to passage of the state basic skills proficiency test. (Education Code 44274, 44275.3).~~

~~A teacher prepared in a country other than the United States who has been issued a five-year California preliminary credential shall pass the state basic skills proficiency test described above within one year of the issuance date of the credential in order to be eligible to continue teaching. (Education Code 44275.4)~~

~~To be eligible for a professional clear credential, teachers prepared out of state or out of the country must also meet legal requirements for subject matter competence, course completion, and either a fifth-year postsecondary program or an induction program for beginning teachers. (Education Code 44274.2, 44275.3, 44275.4)~~

Short-Term Staff Permit

The district may request that the CTC issue a short-term staff permit (STSP) to an applicant who meets the qualifications specified in 5 CCR 80021 whenever there is a need to immediately fill a classroom based on an acute staffing need, including, but not limited to, the following circumstances: (5 CCR 80021)

- 1. Enrollment adjustments require the addition of another teacher.*
- 2. The teacher of record is unable to finish the school year due to approved leave or illness.*
- 3. The applicant needs additional time to complete preservice requirements for enrollment into an approved internship program.*
(cf. 4112.21 - Interns)
- 4. The applicant is unable to enroll in an approved internship program due to timelines or lack of space in the program.*
- 5. A third-year extension of an internship program is unavailable or the applicant has withdrawn from an internship program.*

When requesting issuance of an STSP, the district shall submit to the CTC: (5 CCR 80021)

- 1. Verification that it has conducted a local recruitment for the permit being requested*
- 2. Verification that it has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit*
(cf. 4131 - Staff Development)
- 3. Written justification for the permit signed by the Superintendent or designee*

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

The district may request that the CTC issue a provisional internship permit (PIP) to an applicant who meets the qualifications specified in 5 CCR 80021.1 whenever a suitable credentialed teacher cannot be found after a diligent search. The district shall verify all of the following: (5 CCR 80021.1, 80026.5)

- 1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.*

The search shall include, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media.

(cf. 4111/4211/4311 - Recruitment and Selection)

2. *Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.*

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The Superintendent or designee shall assign an experienced educator to guide and assist each permit holder.

3. *The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.*

4. *The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.*

5. *A notice of intent to employ the applicant in the identified position has been made public.*

The district shall submit a copy of the agenda item presented at a public Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. *The candidate has been apprised of steps to earn a credential and enroll in an internship program.*

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Visiting Faculty Permits

The district may request that the CTC issue a visiting faculty permit authorizing an individual to teach in departmentalized classes if he/she has at least three years full-time teaching experience at an accredited postsecondary institution, possesses a master's degree in a subject area closely related to the subject he/she proposes to teach, and meets other qualifications specified in law. In such cases, the district shall provide the CTC with both of the following: (Education Code 44300.1)

1. *Annual documentation that the district has implemented a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in*

local newspapers, and participating in job fairs in California, but has been unable to recruit a sufficient number of certificated teachers to teach the subject matter that the visiting faculty member proposes to teach

2. The Board-adopted Declaration of Need for Fully Qualified Educators based on the documentation set forth in item #1

Credential Waiver/"Long-Term Substitute" Emergency Permits

If the district is unable to place at a school site a teacher who has completed a teacher preparation program, the district shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

- 1. A candidate who is qualified to participate in and enrolls in an approved internship program in the region of the district*
- 2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is provided orientation, guidance, and assistance by the district. If an individual who meets the criteria specified in item #1 or 2 above is not available to the district, the district may, as a last resort, request from the CTC a credential waiver or an emergency permit for the assignment of an individual who does not meet those criteria. (Education Code 44225.7; 5 CCR 80023, 80026)*

The district may request an emergency permit authorizing resource specialist, Crosscultural, Language and Academic Development (CLAD), Bilingual, Crosscultural, Language and Academic Development (BCLAD), or library media services.

In order to request an emergency permit, the district shall annually submit the Board-approved Declaration of Need for Fully Qualified Educators on a form provided by the CTC, including certification that the district has made reasonable efforts to recruit a fully prepared teacher for the assignment. (Education Code 44225.7; 5 CCR 80023, 80026)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation to teaching which shall, to the extent reasonably feasible, occur before he/she begins a teaching assignment. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

Emergency Substitute Teaching Permits

The district may employ for day-to-day substitute teaching, at any grade level, a person with an emergency substitute permit issued by the CTC with the following restrictions:

- 1. ~~The district may employ A persons with an emergency 30-day substitute permit, for 30 school days or less for any one teacher during the school year or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. Persons He/she shall not serve as a substitute with an emergency substitute permit may be employed for 20 school days or less in a special education positions classroom for more than 20 days for any one teacher during the school year. requiring certification, unless an extension has been approved by the Superintendent of Public Instruction. (Education Code 56061; 5 CCR 80025, 80025.3, 80025.4)~~***
- 2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)***
- 3. A person with an emergency substitute permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.5)***
- 4. A person with an emergency substitute permit for career technical education shall teach only in a program of technical, trade, or vocational education and not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)***

Before employing such a persons, ***with an emergency substitute permit pursuant to item # 1 or 4 above***, the Superintendent or designee shall prepare and keep on file a signed Statement of Need ***for the school year.***.. The statement of need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, ***80025.5***)

~~Emergency Teaching or Specialist Permits~~

~~No person with an emergency teaching permit or credential waiver shall be newly hired to teach core academic subjects in programs supported by federal Title I funds. By the end of the 2005-06 school year, such persons shall not be assigned to teach core academic subjects in any classroom. (20 USC 6319, 7801; 5 CCR 6115)~~

~~(cf. 4112.24—Teacher Qualifications Under the No Child Left Behind Act)-
(cf. 4113—Assignment)~~

~~Before employing persons with emergency teaching or specialist permits for more than 20 school days in special education positions or for more than 30 school days in other positions, the Board shall document that it has made a diligent search for, but has been~~

~~unable to recruit, a sufficient number of certificated teachers, including teacher candidates pursuing full certification through internships or other alternative programs. (Education Code 44300; 5 CCR 80026)~~

~~The district's diligent search shall include, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring the incentives included in the Teaching as a Priority block grant pursuant to Education Code 44735, participating in the state and regional recruitment centers established pursuant to Education Code 44751 and 90530, and participating in job fairs in the state. (Education Code 44300)~~

~~(cf. 4111—Recruitment and Selection)~~

~~The Board shall certify by an annual resolution that it has made reasonable efforts to recruit a certificated teacher for the position. (Education Code 44225.7)~~

~~For any assignment for which a certificated teacher is not available, the district shall make reasonable efforts to recruit an individual in the following priority order: (Education Code 44225.7)~~

~~1.—— A candidate who is scheduled to complete initial preparation requirements within six months~~

~~2.—— A candidate who is qualified to participate in an approved internship program in the region of the district~~

~~(cf. 4112.21—Interns)~~

~~If a person who meets these priorities is not available, the district may, as a last resort, request that the CTC approve the assignment of a person who does not meet the above criteria. (Education Code 44225.7)~~

~~In the year of need, the district shall submit to the CTC, on a form provided by the commission, a declaration of need for fully qualified educators. The declaration of need shall be made in the form of a motion adopted by the Board during a regularly scheduled public Board meeting. The motion shall not be part of the consent agenda. (Education Code 44300; 5 CCR 80026)~~

~~The Superintendent or designee shall provide an orientation for teachers who are obtaining emergency teaching or specialist permits for the first time. This orientation shall include at least an overview of the curriculum that the teacher is expected to teach and effective techniques of classroom instruction and management at the teacher's assigned level. (Education Code 44300; 5 CCR 80026.5)~~

~~Whenever possible, the orientation shall occur before the teacher begins his/her teaching assignment. The Superintendent or designee shall also assign an experienced educator to guide and assist the teacher. This person shall be a certificated district employee or a~~

~~certificated retiree of a California school district or county office of education and must have completed at least three full years of full time classroom teaching experience or the equivalent. (Education Code 44300; 5 CCR 80026.5)~~

~~The Superintendent or designee shall inform all emergency permit holders that, in accordance with rules established by the CTC, they must complete their work for a credential by June 30, 2006, and will not be able to get an emergency permit renewed after that date.~~

Regulation

approved: ~~October 20, 2005~~ *July 15, 2010*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.4 Approval of Revisions to BP 4112.21, Interns (Goal #1, #2)

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed to reflect recent changes in applicable state and/or federal laws and regulations. California School Board Association policy service is used as guidance when revising policy.

CURRENT CONSIDERATIONS: The Governing Board may employ interns to fulfill the district's need for additional instructional resources and to assist future teachers in meeting state credentialing requirements by linking teaching theory with practice.

The Superintendent or designee may enter into an agreement with an accredited college or university to provide supervised teaching experiences within the district as part of a teacher preparation program. The district shall collaborate with the college or university in the selection, placement, support, and performance assessment of interns.

These revisions reflect changes to laws and regulations under NCLB and align with the Sierra Sands Title II plan required under the Compliance, Monitoring, Intervention and Sanctions (CMIS) program.

FINANCIAL IMPLICATIONS: Assistance with meeting credentialing requirements is an authorized use of federal categorical funds. No additional cost to the general fund is anticipated.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 4112.21 as presented. Administrative regulations are presented for informational purposes only.

District Interns

Personnel

The Governing Board ~~supports the use of~~ **may employ** interns to fulfill the district's need for additional instructional resources and to ~~enable~~ **assist** future teachers to fulfill **in meeting** state credentialing requirements ~~and~~ **by linking** teaching theory with practice.

The Superintendent or designee may enter into an agreement with an accredited college or university to ~~jointly~~ provide supervised teaching experiences within the district as part of a teacher preparation program. He/she shall **ensure that the district** collaborates with the college or university in the selection, placement, support and performance assessment of interns.

(cf. 4111/4211/4311 – Recruitment and Selection)

~~Interns shall not be assigned to teach any class outside the subject area, grade levels or classes authorized by their credentials.~~

The superintendent or designee shall ensure that interns employed by the district possess an appropriate internship credential from the Commission on Teacher Credentialing (CTC) and that their prior experiences and personal qualifications adequately prepare them for the responsibilities of the position.

(cf. 4112.2 - Certification)

~~(cf. 4113 – Assignment)~~

(cf. 4112.22 – Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 – Special Education Staff)

An intern may be assigned to provide the same service as a holder of a regular credential in accordance with the authorizations specified on the internship credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 – Assignment)

~~In order to be hired to teach core academic subjects as defined in law, in a program supported by federal Title I funds, or to teach core academic subjects in any classroom after the end of the 2005-06 school year, an intern shall meet the definition of a "highly-qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)~~

To be assigned to teach core academic subjects, as defined in law, an intern must meet the definition of a “highly qualified” teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

Terms of employment for interns shall be consistent with law and ~~or~~ the district's collective bargaining agreement, *as applicable. Interns shall not displace certificated district employees.*

(cf. 4116 – Probationary/ Permanent Status)

(cf. 4141/4241 – Collective Bargaining Agreement)

Interns shall receive systematic supervision and guidance by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure the district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 – Staff Development)

(cf. 4138 – Mentor Teachers)

Interns shall be provided with ongoing feedback regarding their performance ~~in order to enhance their skills~~ and shall be formally evaluated at least once every year *in accordance with Board policy and the district's collective bargaining agreement.*

(cf. 4115 - Evaluation/Supervision)

~~The Superintendent or designee shall coordinate services offered to interns with services offered to beginning teachers in the district in order to provide continuity of preparation, support and assessment.~~

~~(cf. 4131 – Staff Development)~~

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

44253.3-44253.4 Certificate to provide services to limited-English-proficient students

44253.10 Qualifications to provide specially designed academic instruction in English

44259 Minimum requirements for teaching credential

~~44279.1-44279.7 Beginning Teacher Support and Assessment System~~

44314 Diversified or liberal arts program

44321 CTC approval of internship programs

44325-44329 District interns

44339-44341 Teacher fitness

44380-44387 Alternative certification program; increase funding for internship programs

44450-44468 Teacher Education Internship Act of 1967 (university interns)

44560-44562 Certificated Staff Mentoring Program

44830.3 Employing district interns

44885.5 District interns classified as probationary employees

52055.605 Identifications of high priority schools, High Priority Schools Grant Program

CODE OF REGULATIONS, TITLE 5

6100-6125 No Child Left Behind teacher requirements

13000-13017 New Careers Program

80021.1 Provisional internship permit

80055 Internship credential

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CORRESPONDENCE

08-03 Preparation of Intern Credential Holders Prior to Service as Teacher of record as an Intern, March 3, 2008

03-0028 Changes in District Intern Programs as a Result of Senate Bill 187, December 22, 2003

CTC CORRESPONDENCE

Implementation of SB 57, Early Completion Internship Option (March 10, 2003)

CTC PUBLICATIONS

Administrator's Assignment Manual, 2008

CTC Credential Handbook, revised 1997

California's Future: Highly Qualified Teachers for All Students, November 1997-
(contains California Standards for the Teaching Profession)

California Standards for the Teaching Profession, 1997

Standards of Program Quality and Effectiveness for District Intern Programs, revised-
1996

CTC CODED CORRESPONDENCE

Standards of Quality and Effectiveness for Teacher Preparation Programs for Preliminary Multiple and Single Subject Teaching Credentials (including internship programs), rev. April 2008

Standards of Quality and Effectiveness for Education Specialist Credential Programs (including University Internship Options) and Clinical Rehabilitative Services Credential Programs, December 1996

~~03-0028 Changes in district intern programs as a result of Senate Bill 187, December 22, 2003~~

~~03-0006 Announcement of the availability of Individualized Internship Certificate, March 3, 2003~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, Title II, Part A Non-Regulatory Draft Guidance, revised January 16, 2004

CSBA ADVISORIES

New Law Amends District Intern Program, September 2003

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy

SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: ~~February 17, 2005~~ **July 15, 2010**

Ridgecrest, California

District Interns

Personnel

University Internship Program

~~The governing Board may employ persons with an appropriate internship credential from the Commission on Teacher Credentialing to provide the same service at the same levels as the regular standard credential authorizes. (Education Code 44454)~~

The Superintendent or designee shall ~~seek the assistance of the~~ *cooperate with a* college or university in *the development, implementation and coordinating coordination of the university intern's internship* program. (Education Code ~~44452~~, 44465, ~~44467~~)

(cf. 4112.2 – Certification)

The Superintendent or designee also may enter into agreements to employ competent and qualified college and university staff members to supervise and guide interns as they pursue their district responsibilities. (Education Code 44461)

A university intern may choose an early completion option leading to a five-year preliminary credential by demonstrating competence through assessments and observations in accordance with Education Code 44468. (Education Code 44468)

Prior to enrollment in any college or university program to renew the internship credential, the Superintendent or designee shall counsel with the intern and jointly plan a total program for the first and subsequent renewals. The program shall meet the instructional or service needs of the district with the primary objective being to increase the effectiveness of the intern in the district. (Education Code 44457, 44458)

(cf. 4115 – Evaluation/Supervision)

(cf. 4131 - Staff Development)

Regulation

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Approved: February 17, 2005 *July 15, 2010*

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.5 Approval of Revisions to BP 4113, Assignment of Personnel

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed to reflect recent changes in applicable state and/or federal laws and regulations. California School Board Association policy service is used as guidance when revising policy.

CURRENT CONSIDERATIONS: In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, professional experience and aptitude qualify them. Records are maintained regarding individual teacher certification and qualifications.

Changes to this policy reflect the NCLB requirements regarding Equitable Distribution of Qualified Teachers to ensure qualified and experienced teachers are distributed equitably among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students. Revised policy also addresses annual reporting requirements to the California Department of Education.

FINANCIAL IMPLICATIONS: Assistance with meeting Highly Qualified status is an authorized use of federal categorical funds. No additional cost to the general fund is anticipated.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 4113 as presented.

Personnel

ASSIGNMENT

In order to serve the best interests of students and the educational program, the Governing Board authorizes the Superintendent or designee to assign certificated personnel to positions for which their preparation, certification, **professional** experience and aptitude qualify them.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)

Teachers may be assigned to any school within the district in accordance with the collective bargaining agreement **or Board policy**.

(cf. 4141/4241- Collective Bargaining Agreement)

Assignments to Courses/Classes

The Superintendent or designee shall assign teachers to courses based on the grade level and subject matter authorized by their credentials.

When there is no credential authorization requirement for teaching an elective course, the Superintendent or designee shall select the credentialed teacher whose knowledge and skills best prepare him/her to provide instruction in that subject.

Teachers ~~shall be~~ **who** are assigned to teach core academic subjects in Title I and non-Title I programs in accordance with **shall meet the** requirements of the No Child Left Behind Act (**NCLB**) pertaining to teacher qualifications **of highly qualified teachers**. (20 USC 6319, 7801; 5 CCR 6100-6125)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

~~*(cf. 6171 - Title I Programs)*~~

The Superintendent or designee may assign **a teacher, with his/her consent, to a position outside his/her credential authorization when specifically authorized by law or regulation, and in accordance with the local teaching assignment options described in the Commission on Teacher Credentialing's Administrator's**

Assignment Manual. Assignments made pursuant to Education Code 44256, 44258.2, and 44263 shall be annually approved by Board resolution. In such cases, the Superintendent or designee shall reference in district records the statute or regulation under which the assignment is authorized. ~~holders of a credential other than an emergency permit, with their consent to teach subjects outside their credential authorization in departmentalized classes. The Superintendent or designee shall, with the assistance of subject matter specialists, develop procedures to verify the subject matter knowledge of the teacher before any such assignment is made. (Education Code 44258.3)~~

(c.f. 3580 – District Records)

The Superintendent or designee shall periodically report to the Board on ~~any teacher misassignments.~~ **assignments and vacancies, including the number and type of assignments made outside a teacher's credential authorization through a local teaching assignment option. Whenever district misassignments and vacancies are reviewed by the County Superintendent of Schools or Commission on Teacher Credentialing, as applicable, the Superintendent or designee shall report the results to the Board and shall provide recommendations for remedying any identified issues.**

(cf. 1312.4 – Williams Uniform Complaint Procedures)

Equitable Distribution of Qualified Teachers

In order to ensure the highly qualified and experienced teachers are equitably distributed among district schools, including those with higher than average levels of low-income, minority, and/or academically underperforming students, the Superintendent or designee shall:

- 1. Verify that all teachers of core academic subjects possess the qualifications of highly qualified teachers as required by NCLB or develop immediate and long-term solutions for ensuring that all academic classes that all core academic classes will be taught by highly qualified teachers.**
- 2. Not assign teachers with provisional internship permits (PIP), short-term staffing permits (STSP), or credential waivers to schools that have 40 percent or higher poverty or are ranked in deciles 1-3 on the statewide Academic Performance Index.**
- 3. Not place interns in high-poverty, low-performing schools in greater numbers than in schools with low poverty or higher**

academic achievement.

- 4. Compare teacher retention rates across district schools and develop strategies to recruit and retain experience and effective teachers in hard-to-staff schools.***

(cf. 4111 – Recruitment and Selection)

The Superintendent or designee shall annually report to the Board and the California Department of Education (CDE) comparisons of teacher qualifications across district schools. When required by the CDE, the Superintendent or designee shall develop an equitable distribution plan to identify strategies for recruiting, developing, and retaining highly qualified teachers in low-performing schools, As needed, the Board may direct the Superintendent to transfer teachers to high-need schools in accordance with law and the collective bargaining agreement, and/or may align district resources to improve the skills and qualifications of teachers at those schools.

(cf. 4114 – Transfers)

(cf. 4131 – Staff Development)

(cf. 4131.1 Beginning Teacher Support/Induction)

(cf. 4138 – Mentor Teachers)

Committee on Assignments

The Superintendent or designee may establish a committee on assignments which may grant approval for the voluntary assignment of full-time teachers to teach one or more elective courses outside their credential authorization in an area for which they have special skills or preparation. *(Education Code 44258.7)*

Personnel

ASSIGNMENT (continued)

Legal Reference:

EDUCATION CODE

33126 School Accountability report card

35035 Additional powers and duties of superintendent

35186 Complaint process

37616 Assignment of teachers to year-round schools

44225.6 Commission report to the legislative re: teachers

44250-44279 Credentials and assignments of teachers

44314 Subject matter programs, approved subjects

44395-44398 Incentives for assigning NBPTS-certified teachers to low-performing schools

44824 Assignment of teachers to weekend classes

44955 Reduction in number of employees

GOVERNMENT CODE

3543.2 Scope of representation

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

800003-800005 Credential authorizations

80020-80020.5 Additional assignments authorizations

80335 Performance of unauthorized professional services

80339-80339.6 Unauthorized certificated employee assignment

UNITED STATES CODE, TITLE 20

6311 State Plan

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

6601-6651 Teacher and Principal Training and Recruiting Fund

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Revised State Plan for the No Child Left Behind Act, rev. September 2009

COMMISSION OF TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, rev. September 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants: ESEA Title II, Part A, rev. October 5, 2006

WEB SITES

CSBA: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

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

Santa Clara County Office of Education, Personnel Management Assistance Team: <http://www.scoe.org/depts/pmat>

U.S. Department of Education: <http://www.ed.gov>

Policy

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Adopted: ~~February 3, 2005~~ **July 15, 2010**

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

Corrine Gryting
English/Spanish - Murray
Request leave of absence
For 2010-11 school year

Danielle Landis
Math – Burroughs
Request leave of absence
For 2010-11 school year

8.13 EMPLOYMENT

8.24 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Roxane Catalano
5 ½ hr. Paraprofessiona – Richmond Elementary
Effective 08-24-10

Patricia Rockwell
6 ½ hr. Clerk II – Murray Middle School
Effective 08-24-10

Theresa Walters
1 ½ hr. Noon Duty Supervisor – Pierce Elementary
Effective 08-24-10

Classified Substitutes for the 2009-10 School Year
Tahmina Sardar

8.24 CHANGE OF STATUS

Julie Ply
Add: 1 hr. Noon Duty Supervisor – Inyokern Elementary
Effective 08-24-10

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following gifts have been received:

JACOBS Naval Systems Group donated \$1,500 for the Engineering/Robotics program at Burroughs.

Amy Rothermel donated \$150 to the James Monroe orchestra program. Laura Olinger also donated materials with a value of \$120 towards the fundraiser for the orchestra program at James Monroe.

The following vehicles were donated to the ROP auto shop program at Burroughs High School; a 1961 Volkswagon with a value of \$1,500 from Columbia Nelson; a 1987 Nissan from Leslie Haugen valued at \$3,000; a 1993 Toyota Camry from Chelaine Ferrucci with a value of \$2,000.

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

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

9. GENERAL ADMINISTRATION

9.2 Appointment of Student Member to the Board of Education for the 2010-11 School Year (*Goal #2*)

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited from both Burroughs High School and Mesquite High School to serve as student member of the Board of Education for the 2009-10 school year. Qualifying candidates were considered by the Associated Student Body (ASB) of Burroughs High School. The ASB has submitted the name of Charlotte Flatebo for the board's approval to serve as student member for the 2010-11 school year.

CURRENT CONSIDERATIONS: Charlotte Flatebo is a senior at Burroughs High School. Academically, Charlotte maintains a 4.0 GPA and takes honors and AP classes. She is part of the ASB leadership team. In addition to her rigorous academic schedule she is co-captain of the varsity tennis team. Outside of school, Charlotte is involved with Habitat for Humanity, as well as taking piano and dance classes.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education appoint Charlotte Flatebo as the student member of the board for the 2010-11 school year.

9. GENERAL ADMINISTRATION

- 9.3 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (*Goal #1, #2, #3, #4*)
-

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

This procedure is intended to address all of the following:

- (1) A complaint related to instructional materials as follows:
 - (A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.
 - (B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
 - (C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- (2) A complaint related to teacher vacancy or misassignment as follows:
 - (A) A semester begins and a certificated teacher is not assigned to teach the class.
 - (B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.
 - (C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- (3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

- (4) A complaint related to provision of intensive instruction and services to students who did not pass the California High School Exit Examination (CAHSEE) by the end of grade 12.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between April 1 and June 30, 2010 in any of the designated areas.

FINANCIAL CONSIDERATON: None.

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Sierra Sands Unified School District

Person completing this form: Ernie Bell Title: Assistant Superintendent of Human Resources

Quarterly Report Submission Date:
(check one)

- ☐ April 1, 2011 (for period Jan 1-Mar 31)
☒ July 1, 2010 (for period Apr 1-Jun 30)
☐ Oct 1, 2010 (for period Jul 1 – Sep 30)
☐ Jan 1, 2011 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: July 15, 2010

Please check the box that applies:

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

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

Joanna Rummer

Print Name of District Superintendent

Signature of District Superintendent

10. CONSTRUCTION ADMINISTRATION

10.1 Surety Takeover Agreement Between Liberty Mutual Insurance Company and Sierra Sands Unified School District (*Goal #3*)

BACKGROUND INFORMATION Sierra Sands entered into a general construction agreement, on or about January 28, 2008 with Modtech Holding, Inc. to construct modular classrooms and ancillary buildings for Pierce, Inyokern and Las Flores schools. During the period of this contract, Modtech Holding, Inc. filed for bankruptcy and defaulted on their contract with the district. Liberty Mutual Insurance, surety for this project, contacted the district through their agent (Guardian Group) to settle the disposition of the work remaining to be completed under this contract.

The district has taken possession of all the buildings constructed under the contract by Modtech and has already (Pierce) or will (Inyokern and Las Flores) install these buildings in accordance with their respective modernization projects.

Under the proposed Takeover Agreement (exhibit "A"), the Las Flores buildings are to be placed at Las Flores on foundations provided under separate contract by Barnhart and/or Barnhart subcontractor(s). This work is to be completed by December 20, 2010.

CURRENT CONSIDERATIONS: As advised by counsel, it is in the best interest of the district to enter into a Takeover Agreement with Liberty Mutual Insurance to complete all remaining work, including any warranty work under the original contract with Modtech at the surety's expense. This Takeover Agreement has been thoroughly reviewed by counsel and administration.

FINANCIAL IMPLICATIONS: Under the original contract with Modtech (currently the surety) the district owes \$192,574.60. This previously budgeted amount is believed to be sufficient to complete the remainder of the contract work under the Takeover Agreement. Any additional cost required to complete the scope of the original contract will be the responsibility of the surety. Change orders directed by the district, or other costs incurred outside the scope of the original Modtech Holdings, Inc. contract will be at district expense. No changes in scope are currently anticipated.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Takeover Agreement with Liberty Mutual Insurance as presented.

SURETY TAKEOVER AGREEMENT

I. RECITALS

A. This Surety Takeover Agreement (“Agreement”) is made effective as of December 15, 2009 (“Effective Date”) by and between Liberty Mutual Insurance Company (“Liberty” or “Surety”) and the Sierra Sands Unified School District (“Owner”).

B. Owner entered into a general construction agreement, on or about January 28, 2008, (“General Contract”) with Modtech Holdings, Inc. (“Modtech” or “Principal”) for the project known as the Three Schools #7385 Modular Building Project, at Inyokern School, at Las Flores School and at Pierce School (“Project”). A true and correct copy of the “Agreement Form” which is incorporated as part of, and which defines, the General Contract, is attached hereto as **Exhibit A**.

C. As required by the General Contract, Surety issued a performance bond and a payment bond, each numbered 024028976 and dated June 9, 2008, (the “Performance Bond”), naming Modtech as Principal and Owner as Obligee, each in the amount of \$981,334.41. A true and correct copy of the Bonds is attached hereto as **Exhibit B**.

D. On or about October 20, 2008, Modtech filed a petition for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the Central District of California, Riverside Division, Case No. 6:08-bk-24324-TD, Judge Thomas A. Donovan.

E. Surety and Owner acknowledge and agree that, prior to the Effective Date, Owner gave notice of an alleged default as required pursuant to the General Contract. As of the Effective Date, certain work remained to be performed under the General Contract (“Remaining Work”) and Owner requested that Liberty perform the Remaining Work pursuant to its obligations under the Performance Bond.

F. Pursuant to a stipulation executed by and between Modtech and Surety, among others, on or about January 6, 2009 and approved by the Bankruptcy Court on February 6, 2009, Liberty and Owner may proceed with completion of the Remaining Work without further action from the Bankruptcy Court. True and correct copies of the stipulation and order thereon are attached hereto as **Exhibit C**.

G. In satisfaction of its obligations under the Performance Bond, the Surety has agreed to complete the Remaining Work in accordance with the General Contract. The Owner acknowledges and agrees that Liberty is acting in its capacity as the Surety for Modtech in making arrangements for the completion of the Remaining Work and that Liberty is not thereby acting as a contractor.

NOW, THEREFORE, based on the exchange of valuable consideration, including the covenants and conditions of this Agreement, the receipt and sufficiency of which is acknowledged, and based on the Recitals set forth above which form a part of this Agreement, Surety and Owner agree to the following terms and conditions:

II. TERMS AND CONDITIONS

1. Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached hereto are hereby incorporated as operative provisions of this Agreement. The agreements contained herein and consideration hereby transferred are to satisfy the rights and obligations between Owner and Surety, except as to claims reserved in accordance with this Agreement.

2. Relationship to General Contract. The terms of the General Contract, including, without limitation, any implied covenants regarding reasonableness and good faith, shall govern completion of the Project except to the extent that any term thereof is expressly and specifically altered by this Agreement.

3. Surety to Cause Completion of Remaining Work. Subject to the penal amount of the Performance Bond, the Surety shall be responsible for causing the Remaining Work to be completed in accordance with the General Contract and this Agreement. Surety shall complete the Remaining Work using a qualified and experienced California-licensed general contractor in lieu of Modtech performing the Remaining Work ("Completion Contractor"). The Owner shall approve the Completion Contractor and such approval shall not be unreasonably withheld. The Surety shall engage the Completion Contractor pursuant to the terms of a separate agreement. The Owner hereby acknowledges that the Surety is not licensed as a contractor in the State of California ("State"), and the Owner hereby fully and forever waives and releases any and all claims that Surety, in acting within the scope of this Agreement, is acting as an unlicensed contractor for completion of the Remaining Work.

4. Use of Subcontractors. The Surety intends to ratify the subcontracts between Modtech and its subcontractors as are listed in **Exhibit D** hereto, and the Owner hereby consents to the use of such subcontractors for performance of the Remaining Work. In the event the Surety is unable to ratify the subcontract of any subcontractor listed in **Exhibit D**, the Surety shall provide Owner with written notice of its intent to use a different subcontractor. The Owner shall approve the use of any different subcontractor and such approval shall not be unreasonably withheld. Surety represents that Completion Contractor and each subcontractor ("Subcontractor") that Surety uses to perform any portion of the Remaining Work shall provide evidence that it is duly licensed by the Contractors State License Board at the time of contracting and shall remain duly licensed at all times while performing the Remaining Work. The Surety shall cause the Completion Contractor to supervise and coordinate the work of the Subcontractors.

5. Payment of the Balance of the Contract Sum. The Owner shall pay the balance of the total amount payable pursuant to the General Contract (“Balance of the Contract Sum”) to Surety in accordance with the payment provisions of the General Contract and applicable law. The Owner represents that, as of the date of the parties executing this Agreement, the Balance of the Contract Sum is **\$192,574.69** which has been confirmed and verified by Liberty. The Balance of the Contract Sum is subject to a decrease due to the stop notice referenced in Subsection 7.1 below.

6. Modification of Contract Amount. The total amount payable pursuant to the General Contract and/or the Balance of the Contract Sum may be modified to the extent permitted or required by the General Contract. The Owner may withhold any portion of the Balance of the Contract Sum on account of any delay or other costs incurred or claims accrued by the Owner to the extent permitted by the General Contract and/or applicable law. Upon reasonable request of the Surety, the Owner shall make available for inspection its relevant, non-privileged and non-confidential records relating to payment of the Balance of the Contract Sum.

7. Liens and Assignments Against General Contract Funds.

7.1 Stop Notices. Owner represents that, as of the Effective Date, it has received only one stop notice from subcontractors of Modtech relating to the General Contract. That stop notice was filed by Cortez Custom Cabinets in the amount of \$20,660.00 on October 23, 2009. Pursuant to Civil Code section 3186, the Owner must withhold \$25,825.00 from the Balance of the Contract Sum listed in Section 5 above until a valid release of stop notice or stop notice release bond is provided to the Owner. The foregoing shall not be deemed or construed to limit the Surety’s obligations pursuant to the Payment Bond with respect to any other stop notices or similar claims of subcontractors to Modtech submitted after the Effective Date.

7.2 Notices of Potential Claims. Owner represents that, as of the Effective Date, it is not aware of any notices of claims or potential claims from subcontractors of Modtech relating to the General Contract.

8. Owner’s Rights and Obligations Under the General Contract. Except to the extent expressly provided in this Agreement, Owner shall have all rights, obligations and responsibilities under the General Contract and applicable law with respect to Surety, to the reasonable extent and effect as if Surety had executed the General Contract, unless specifically stated otherwise. Nothing in this Agreement shall be deemed or construed to constitute an implied waiver by the Owner of any right it may have under the General Contract, this Agreement or applicable law. Except as provided in this Agreement, Owner shall have no right under this Agreement and the General Contract to review or audit Surety’s books, records, correspondence or any writings concerning the Project, the Principal or any other topic except as required by law. This limitation, however, shall not include any construction records or documents of Modtech related to the Project. Surety shall maintain, and upon reasonable request of the Owner shall make available for inspections and copying, its relevant, non-privileged and non-confidential records relating to this Agreement and the performance of the Remaining Work.

9. Owner's Right With Respect to Changes in the Work. Owner reserves the right, to the extent provided in the General Contract, to issue Change Orders in connection with the Project. The terms of any such Change Orders, including attendant extensions of time and valuation of Change Order work, shall be determined as provided in the General Contract. Notwithstanding the foregoing, the Owner hereby agrees not to issue any such Change Order unless the Owner determines that the Change Order is reasonably necessary in connection with, or is reasonably related to, the existing scope of the Project. Surety reserves the right, to the extent provided in the General Contract, to dispute or refuse to perform any such Change Order work.

10. Schedule for Completion of Remaining Work and New Completion Date. Surety shall cause the Completion Contractor to obtain the insurance coverage required by the General Contract and shall furnish to the Owner all insurance certificates and other proofs of insurance required by the General Contract prior to commencing work. Within three business days after receiving such insurance certificates and other proofs of insurance required by the General Contract, Owner shall give Surety a written Notice to Proceed with the Remaining Work. Owner and Surety agree that Surety shall complete the Remaining Work on or before **December 31, 2010** ("Completion Date"). The Surety shall be entitled to whatever extensions of time and other associated relief, including for excusable delays, as may be available for completion of the Remaining Work pursuant to the General Contract. Until such time that the Owner provides Surety with Notice to Proceed with the Remaining Work, the Owner shall be responsible to protect and secure the buildings and materials it has in its possession for the completion of the Remaining Work.

10.1 Schedule for Completion. Surety and Owner, and each of them, acknowledge that as of the Effective Date, completion of the Project has been delayed beyond the time originally called for in the General Contract. Surety and Owner, and each of them, hereby agree to fully and forever waive and release any and all claims arising out of or related to any delays accruing prior to the Effective Date, and to fully and forever waive any and all claims arising out of or related to any delays occurring in the DSA approval process. Surety and Owner, and each of them, specifically reserve all rights regarding any claims or delays arising out of or related to the Completion Date set forth in Section 10 herein and any claims arising out of or related to delays to the performance of work following the issuance of the Notice to Proceed pursuant to Section 10 above. Liberty and the Completion Contractor shall coordinate all schedules for completion of the Project with the District.

11. Status of Completion Contractor. The Completion Contractor shall be a contractor to the Surety, and no contractual relationship shall exist between Owner and Completion Contractor pursuant to this Agreement. Notwithstanding the foregoing, the Surety shall cause the Completion Contractor to agree in writing to complete the Remaining Work in accordance with the General Contract, including, without limitation, provisions for insurance and indemnification, and the Owner shall be entitled to rely on and enforce any and all rights it may have pursuant the General Contract, including, without limitation, the insurance and

indemnification provisions. The Surety has entered into this Agreement in order to fulfill its obligations pursuant to the Performance Bond, and neither Surety nor Completion Contractor shall be required to procure or provide new payment or performance bonds related to the performance of the Remaining Work. Surety agrees, however, that the original Payment Bond and Performance Bond as referenced in Recital C of this Agreement shall remain in full force and effect in accordance with their respective terms and provisions, and shall cover all obligations for the Project including the Remaining Work. The Owner does not waive any rights or remedies pursuant to the original Payment Bond and Performance Bond. Subject to the terms of the General Contract, the Completion Contractor shall be authorized to make routine day-to-day decisions regarding the operation and manner of performing the Remaining Work, but shall not have authority to: (i) agree to any changes in the General Contract or Remaining Work other than design changes or clarifications that do not increase the Project's cost or extend its schedule; (ii) agree to any Change Orders; (iii) agree to any back charges or deductions of any nature; (iv) agree to any schedule changes; or (v) agree to any adjustments in the General Contract amount or Remaining Work other than design changes or clarifications that do not increase the Project's cost nor extend its schedule, without the Surety's prior express written consent. The Surety shall not unreasonably withhold, delay or condition its consent to any of the foregoing. The Remaining Work shall be subject to inspection and acceptance by the Owner and applicable federal, State and local agencies with jurisdiction, as provided in the General Contract. The Owner shall forward concurrently to Surety (by facsimile and/or U.S. Mail), a copy of all the Owner's written communications directed to the Completion Contractor in connection with the performance of the Remaining Work.

12. Address for Payments to Surety. All payments shall be made directly to Surety by check payable to Surety, at the address stated in Section 19 of this Agreement.

13. Surety Obligations Pursuant to Performance Bond.

13.1 Payment of Costs. If the total cost to complete the Remaining Work in accordance with the General Contract, plus the total cost of any and all damages, losses, costs, expenses, offsets, back charges arising from Modtech's default that are payable in accordance with the Performance Bond, exceeds the total amount payable to the Surety pursuant to the General Contract and this Agreement, the Surety shall expend its own funds as necessary to pay all such costs, not to exceed the penal amount of the Performance Bond. All payments for such costs made by Surety that are not offset by payment from Owner to Surety under the General Contract and this Agreement (i.e., expenditures of the Surety's own funds) will be credited against the penal amount of the Performance Bond. Nothing in this Agreement constitutes a waiver of such penal amount or an increase in the liability of the Surety under the Performance Bond.

13.2 Limitation on Payment Obligation. Owner acknowledges that Surety's performance obligation under the Performance Bond is expressly limited to expenditure of the penal amount of the Performance Bond reduced by amounts that the Surety, using its own funds over and above the amounts paid to Surety pursuant to the General Contract and this Agreement,

pays in connection with the costs described in Subsection 14.1 of this Agreement. For each dollar of its own funds the Surety so expends, the Surety shall receive a corresponding dollar reduction in the penal amount of the Performance Bond. If, out of its own funds, the Surety either expends, or is committed to expend, the full penal amount of the Performance Bond for any one or more of the following: (i) for work completed under the General Contract; or (ii) for work in progress under the General Contract, then, upon expenditure of such full penal amount, the Surety shall have no further obligation of any description to Owner arising out of, or in connection with, the Performance Bond, the General Contract or this Agreement. The Surety shall monitor expenditures credited against the penal amount of the Performance Bond, and shall make reasonable efforts to provide written notice to the Owner at such time as the Surety can reasonably anticipate a date or reasonable time-frame (not less than 30 days) by which it will have expended or committed to expend the full penal amount of the Performance Bond. Upon reasonable request of the Owner and as required by law, the Surety shall make available for review and copying by the Owner any and all of Surety's relevant, non-privileged and non-confidential records relating to and necessary to substantiate amounts expended by the Surety that are credited against the penal amount of the Performance Bond. No receipt or review by the Owner of any such records relating to the expenditures of the penal amount shall be deemed or construed to constitute agreement or acceptance by the Owner of the amounts determined or set forth therein.

13.3 Effect of Expenditure of Penal Amount. If the Surety's obligations pursuant to the Performance Bond ceases as described in Subsection 13.2 of this Agreement, then, subject to this Subsection 13.3, the Surety's obligation to further perform the Remaining Work shall concurrently cease. In such event: (i) the Surety shall cause all areas impacted by the Remaining Work to be cleaned, secured and otherwise placed in such condition as will eliminate any unreasonable hazards to any persons or property; and (ii) subject to having provided notice to the Owner as provided in Subsection 13.2, the Surety may use a portion of the remaining penal amount of the Performance Bond for such purposes. In addition, the Owner will remain obligated to pay to Surety all amounts then or thereafter due under the General Contract and this Agreement, if, as and when due thereunder, as are attributable to the portion of the Remaining Work performed prior to Surety's obligation having ceased, including retention, subject to the Owner's rights to withhold funds pursuant to this Agreement, the General Contract and applicable law, and subject to Owner's rights to make claims against the Surety.

14. Payment Bond and Payment Bond Claims. Surety shall investigate all proper Payment Bond claims in accordance with its obligations under California law, but shall have the right to settle, compromise, defend, appeal, pay or dispute such claims as it, in its sole and complete discretion, may deem appropriate. In no event shall the Owner withhold any portion of the Balance of the Contract Sum, on account of claims, liens, suits or demands by any person or entity furnishing or alleging to have furnished labor and/or materials, except as set forth in the General Contract as modified by this Agreement or as allowed or required by law including, but not limited to, Civil Code section 3186.

15. Payment Requisitions. Surety, through its Completion Contractor, shall submit to Owner whatever information or documentation is required regarding the work performed under the General Contract, and stored materials, to conform and support the requisition process and schedule established under the General Contract. Owner shall accept the Completion Contractor's representations and certifications with respect to all aspects of the work, progress of the work, quality of the work, conformance of the work to the requirements of the General Contract, payments to others, warranty and maintenance of the work, and all other matters pertinent to the General Contract, wherever such representations are required by the General Contract, as if those representations had been made by Surety, as Surety may have no personal knowledge of such matters.

16. Surety Claims. Acting solely as an agent of the Surety, the Completion Contractor may pursue any claims the Surety may have against Owner that accrue with respect to the performance of the Remaining Work, including but not limited to claims for extra work, delays, accelerations or disruptions. Such claims shall be subject to all claims resolution terms of the General Contract, including any conditions precedent to litigation required thereby. Surety also represents and agrees that, as of the date of executing this Agreement, neither the Surety nor Modtech have any claims against the Owner related to the Project.

17. Satisfaction of Subsequent Stop Notices. If the Owner receives any stop notice claim relating to the General Contract, the Surety shall resolve the claim, file a stop notice release bond with the Owner, or otherwise obtain a release of the stop notice. Upon the Surety so resolving any such stop notice claim, the Owner shall release any funds previously withheld on account of such claim, or shall not, on account of such claim, withhold or seek offset against funds that are due or become due to Surety in accordance with applicable law.

18. Satisfaction of Surety's Performance Obligation. Surety's satisfaction of its obligations under the General Contract, the Performance Bond and this Agreement, or Surety's reasonable and appropriate expenditure of its own funds in an amount not less than the penal amount of the Performance Bond, whichever comes first, shall satisfy Surety's performance obligations under the General Contract, the Performance Bond and this Agreement. Owner represents that Principal would have been required to complete all of its obligations under the General Contract had Principal not been declared to be in default and that, prior to the Effective Date, Owner had not made any agreement with Principal that any item of work required pursuant to the General Contract would not have to be performed.

19. Notices. All notices and other correspondence from one party to the other party required or given pursuant to this Agreement shall be sent by: (i) certified or registered U.S. mail, postage pre-paid and return receipt requested; (ii) FedEx, UPS or other reliable, private delivery service, recipient signature requested; or (iii) facsimile transmission, with confirmation of transmission from sender's facsimile machine retained in sender's files and original of correspondence sent within 24 hours by first-class U.S. mail, postage prepaid. The requirements of this Section shall not be deemed or construed to apply to day-to-day communications relating to the Project, which shall be governed by Section 11 of this Agreement. A copy of any

correspondence sent to the Owner shall be sent to the Owner's legal counsel, and a copy of any correspondence sent to the Surety shall be sent to the Surety's agent. Notices sent pursuant to this Section shall be deemed given or served: (i) upon receipt if duly sent by certified or registered U.S. mail or private delivery service; (ii) upon transmission if duly sent via facsimile transmission during the recipient's normal business hours on the recipient's normal business days; or (iii) at the start of the recipient's first normal business day after transmission if duly sent via facsimile transmission at any time other than the recipient's normal business hours on the recipient's normal business days. As applicable, correspondence shall be addressed as follows:

To the Owner:

Elaine Janson
Sierra Sands USD
113 Felspar
Ridgecrest, CA 93555
Fax: (760) 375-4562

To the Owner's Legal Counsel:

Hugh W. Lee, Esq.
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Fax: (562) 653-3333

To Surety:

Douglas Wills, Esq.
Liberty Mutual Insurance
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462
Fax: (610) 832-8124

To Surety's Agent:

Guardian Group, Inc.
Attention: Henry W. (Hank) Bauer
2350 West 205th Street
Torrance, CA 90501
Fax: (310) 320-0120

20. No Third-Party Rights. Nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.

21. All Claims Referred to Surety. Owner acknowledges that Surety may be liable to unpaid suppliers and subcontractors of Principal. Other than as required by law or in describing the requirements of this Agreement and/or the General Contract, Owner shall make no representations or promises of payment to any such suppliers and subcontractors, and shall refer all such inquiries to Surety.

22. Reservation of Rights. Except to the extent expressly provided herein: (i) nothing in this Agreement shall be deemed or construed to limit the rights of either the Surety or the Owner pursuant to the General Contract and applicable law; and (ii) nothing in this Agreement, no payments made pursuant to this Agreement, and no performance pursuant to this Agreement shall constitute a waiver of any claims by any party to this Agreement.

23. Agreement Binding on Successors. This Agreement shall be binding upon the duly-authorized successors and assignees of Surety and Owner. Surety shall not assign this Agreement without the written consent of Owner. Assignment without such written consent shall be void.

24. No Modification Except in Writing. This Agreement cannot be modified except in a writing duly-approved and signed by both Owner and Surety.

25. This Agreement Controls. In case of conflict between the provisions of this Agreement and the provisions of the General Contract, the Performance Bond and/or the Payment Bond, this Agreement shall control. Further, this Agreement, the General Contract, the Performance Bond and the Payment Bond, collectively, constitute the entire Agreement between Owner and Surety and supersede all prior negotiations, representations, offers, other writings and oral statements of every description.

26. Construction and Application of Law. This Agreement shall not be subject to the rule of construction that a written agreement may be construed against the party that prepared or drafted the agreement or any provision therein. The captions and/or headings set forth in this Agreement are included solely for the convenience of the reader, and no such caption or heading shall be deemed or construed to limit or otherwise qualify the meaning of the provisions herein. This Agreement and its performance shall be governed by and construed in accordance with the laws of the State.

27. Severability. Invalidity of any portion or provision of the General Contract or this Agreement by reason of the laws of any State or for any other reason shall not render invalid any other provisions or portions of the General Contract or this Agreement.

28. Waiver. The failure of a party to this Agreement to exercise in any respect a right provided for in this Agreement shall not be deemed to be a waiver of such right, and for any waiver to be valid and enforceable, the waiver must be in writing, and signed by the party against whom the waiver is to be enforced. No valid waiver of a right shall be deemed or construed to constitute a waiver of the same right on any subsequent occasion, unless so expressly stated in the written waiver.

29. Counterparts/Facsimile. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with all the counterparts constituting but one and the same instrument. Signature pages may be removed from counterpart originals and physically combined in order to create original copies of this Agreement having signatures of both parties hereto. The execution of this Agreement by any parties hereto will not become effective prior to the Agreement having been approved by the Governing Board of the Owner.

30. Due Authority. Each person signing this Agreement on behalf of a party to this Agreement hereby represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Agreement.

WHEREFORE, the parties have executed this Agreement as evidenced by the signatures of their duly-authorized representatives below.

Signed: _____

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: Joanna Rummer, Superintendent

Signed: _____

LIBERTY MUTUAL INSURANCE COMPANY

By: Douglas Wills, Esq., Senior Surety Counsel

10. CONSTRUCTION ADMINISTRATION

10.2 Grant Authority for Administration to Contract to Abate Hazardous Materials as Part of the Richmond Annex Water Distribution Replacement Project (*Goal #3*)

BACKGROUND INFORMATION The Richmond School Annex was constructed in the early 1970s. As such, the age of the building is approximately 40 years. When assessed by Westberg + White during the development of the modernization master plan, this building was excluded due to its outwardly apparent good condition. However, it has since been discovered that the water distribution system, especially the hot water loop, is in need of total replacement. The board approved a contract to replace the water distribution system on June 30, 2010.

CURRENT CONSIDERATIONS: In order to proceed with the water distribution system replacement project, materials containing asbestos and/or other hazardous materials must be properly abated. The scope and precise cost of the abatement is currently based on as built drawings and nondestructive investigation. The actual scope and cost will be more precisely known once concealed conditions in the walls and attic areas are identified. A job walk on was conducted July 6 to request informal bids for the removal of hazardous materials in the Richmond Annex. The district is currently working with two responsive bidders on this project. There are multiple components to the bid, which will require evaluation prior to awarding the bid. This evaluation could not be completed in time for the posting of this agenda item. There are no local contractors licensed to do this work.

FINANCIAL IMPLICATIONS: In accordance with the provisions of the education and business codes, “informal bidding” procedures have been followed in order to award the contract to the lowest qualified bidder to abate hazardous materials in the Richmond Annex. Based upon a preliminary sampling coupled with educated estimates for the removal of these hazardous materials, it is anticipated that the cost of the abatement will not to exceed \$125,000.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board grant authority to administration to award a contract to the lowest qualified bidder to remove all hazardous materials associated with the replacement of the water distribution system at Richmond Annex at an amount not to exceed \$125,000.

12. CONSENT CALENDAR

12.1 Approval of Interdistrict Transfer Agreement

BACKGROUND INFORMATION: According to Education Code 46600-46611 students may apply to attend school in a district outside of their attendance boundary under an interdistrict attendance permit. The Education Code states that upon request from the parents/guardians, the district may approve interdistrict attendance permits on a case by case basis.

CURRENT CONSIDERATIONS: Kimberly Northrup, mother of Kannon Earl Northrup, 4th grade and Rylie Noel Northrup, 3rd grade, has requested an interdistrict transfer permit to attend Sierra Sands Unified School District based on her employment within the boundaries of the district.

FINANCIAL IMPLICATIONS: There are no known financial implications at this time.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the interdistrict transfer request for Kannon Northrup and Rylie Northrup as requested.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
FORM TO REQUEST RESIDENCY
BASED ON PARENT EMPLOYMENT**

This form is submitted to request residency status with the Sierra Sands Unified School District.

Name of Student: Kannon Earl Northrup Grade 4 during 2010 to 2011

Name of Parent (or Legal Guardian): Kimberly Northrup Telephone: _____

Address of Parent: 84690 6th Trona CA 93562

School District of Residence: Trona

School District of Parent's Primary Place of Employment: Sierra Sands Unified School District

Name of Parent's Primary Place of Employment: Immanuel Christian Child dev. Center

Address of Parent's Primary Place of Employment: 1201 N China lake blvd Ridgcrest 93555

Work Hours and Days: Mon-Friday 8:30am-5:30pm Telephone: 760-446-4505

☒ Attach Proof of Physical Employment within the Sierra Sands Unified School District. The evidence may be a paycheck stub or letter from employer on business letterhead. The evidence must list the actual address within the District's boundaries. Stubs or letters listing only a P.O. Box will not be accepted.

☒ Yes. ☐ No. Parents agree to provide own transportation. (District does not provide home to school transportation) (If your child receives special education transportation, please provide a copy of the IEP.)

I declare under penalty of perjury that the information submitted is accurate to the best of my knowledge. I further acknowledge the Sierra Sands Unified School District may deny this request to establish residency pursuant to the California Education Code. I understand that my primary place of employment must be physically within the boundaries of the Sierra Sands Unified School District for my child to be granted residency status. I agree that I will immediately notify the Sierra Sands Unified School District if I am no longer physically employed within its boundaries. I acknowledge that the Sierra Sands Unified School District may request proof of employment at any time during my child's enrollment within the Sierra Sands Unified School District, and I agree to cooperate with any such request.

Kimberly Northrup Kimberly Northrup 6-1-10 Mom
Signature Print Name Date Relationship

☒ I have completed and signed the attached authorization for release of school record information.

For District Use Only

☐ Residency status denied by _____ Date: _____

☐ Residency status granted by _____ Date: _____

For the 20____ to 20____ school year

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
FORM TO REQUEST RESIDENCY
BASED ON PARENT EMPLOYMENT**

This form is submitted to request residency status with the Sierra Sands Unified School District.

Name of Student: Rylie Noel Northrup Grade 3 during 2010 to 2011

Name of Parent (or Legal Guardian): Kimberly Northrup Telephone:

Address of Parent: 84690 6th Trona CA 93562

School District of Residence: Trona

School District of Parent's Primary Place of Employment: Sierra Sands Unified School District

Name of Parent's Primary Place of Employment: Immanuel Christian Child dev. Center

Address of Parent's Primary Place of Employment: 1201 N. Chinlake Blvd. Ridgecrest CA 93555

Work Hours and Days: Mon-Friday 8:30am to 5:30pm Telephone: 760-446-4565

☒ Attach Proof of Physical Employment within the Sierra Sands Unified School District. The evidence may be a paycheck stub or letter from employer on business letterhead. The evidence must list the actual address within the District's boundaries. Stubs or letters listing only a P.O. Box will not be accepted.

☒ Yes. ☐ No. Parents agree to provide own transportation. (District does not provide home to school transportation) (If your child receives special education transportation, please provide a copy of the IEP.)

I declare under penalty of perjury that the information submitted is accurate to the best of my knowledge. I further acknowledge the Sierra Sands Unified School District may deny this request to establish residency pursuant to the California Education Code. I understand that my primary place of employment must be physically within the boundaries of the Sierra Sands Unified School District for my child to be granted residency status. I agree that I will immediately notify the Sierra Sands Unified School District if I am no longer physically employed within its boundaries. I acknowledge that the Sierra Sands Unified School District may request proof of employment at any time during my child's enrollment within the Sierra Sands Unified School District, and I agree to cooperate with any such request.

<u>Kimberly Northrup</u> Signature	<u>Kimberly Northrup</u> Print Name	<u>6-1-10</u> Date	<u>mom</u> Relationship
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☒ I have completed and signed the attached authorization for release of school record information.

For District Use Only

☐ Residency status denied by _____ Date: _____

☐ Residency status granted by _____ Date: _____

For the 20____ to 20____ school year

12. CONSENT CALENDAR

12.2 Adoption of Resolution #1 1011. Child Care and Development for 2010-11, State Preschool Program (Goals #1, #2,)

BACKGROUND INFORMATION: The Sierra Sands Unified School District has operated a state preschool at Inyokern Elementary School since 1998. A state preschool program began at Pierce School in 2005 and the program was expanded to Faller in January 2009. The state preschools operate through contracts between the California Department of Education (CDE) Child Development Division and Sierra Sands Unified School District. Services are provided through an agreement between a private contractor and Sierra Sands Unified School District.

CURRENT CONSIDERATIONS: The contract for state preschool programs at Faller, Inyokern and Pierce Elementary Schools for the 2010-2011 school year are anticipated to be \$549,769. Annual board approval of the resolution and contracts between the Sierra Sands Unified School District and the California Department of Education is required. Resolution #1 1011 must be adopted in order to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the 2010-2011 fiscal year.

FINANCIAL IMPLICATIONS: Child Development Services are in Tier 1. Funding for the state preschool program is provided by the State of California at an anticipated maximum potential reimbursement for program expenses of \$549,769 for the 2010-2011 school year. Funding is reimbursed for actual attendance of students at the rate of \$34.00 per day per child of full-time enrollment and actual expenditures in the program not to exceed the maximum reimbursable amount. The district must request reimbursement quarterly from the California Department of Education.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #1 1011, certifying its approval to enter into transactions with the California Department of Education for the purpose of providing child care and development services and to authorize the superintendent to sign contract documents for the 2010-2011 fiscal year.

RESOLUTION

1 0111

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Sierra Sands Unified School District

authorizes entering into local agreement number/s Resolution #1 1011 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Joanna Rummer</u>	<u>Superintendent</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS 15th day of July 2010-11, by the Governing Board of Sierra Sands Unified School District of Kern County, California.

I, Joanna Rummer, Clerk of the Governing Board of

Sierra Sands Unified School District of Kern County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11**DATE:** July 01, 2010**CONTRACT NUMBER:** CSPP-0132**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 15-7374-00-0**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** SIERRA SANDS UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.00 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$549,769.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 16,170.0

Minimum Days of Operation (MDO) Requirement 210

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Joanna Rümmer Superintendent			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 113 Felspar Ridgecrest, CA 93555			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 549,769	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 549,769	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
T.B.A. NO. B.R. NO.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		90		DATE	

CONTRACTOR'S NAME: SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-0132

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 34,065	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7374	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 34,065	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,493	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,493	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 509,211	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 509,211	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

12. CONSENT CALENDAR

12.3 Agreement with the City of Ridgecrest for Onsite Police Services for the 2010-11 School Year (Goal #2, #3, #4)

BACKGROUND INFORMATION: In December 1994, the superintendent of the Sierra Sands Unified School District began discussions with the school board regarding a program between the district and the City of Ridgecrest Police Department to assign a full-time officer to serve in the three Ridgecrest area secondary schools. In March of 1995, a proposal was brought before both the Ridgecrest City Council and the Sierra Sands Board of Education to establish a cooperative for a trial period of 18 months by which a police officer would be almost exclusively assigned to the secondary schools located in Ridgecrest. The total expenses related to this assignment were to be equally shared by both agencies. The proposal was approved. The agreement has been renewed and extended on several occasions.

CURRENT CONSIDERATIONS: The School Resource Officer (SRO) has become an important part of the commitment of the Sierra Sands Unified School District and the City of Ridgecrest to keep campuses safe for district students. The SRO works closely with the administration at the three Ridgecrest area secondary schools in providing law enforcement, student counseling, and law-related education. Continuation of this agreement will ensure that the collaboration between the Ridgecrest Police Department and the district and the positive interaction between the students of Sierra Sands Unified School District and law enforcement will be maintained. This partnership enables the district to meet state and federal mandates for community partnerships in maintaining safe and drug-free communities.

FINANCIAL IMPLICATIONS: The district agrees to pay one-half of the actual cost incurred by the city in employing the officer, which this year will be approximately \$70,000 to be funded with Carl Washington School Safety and Violence Prevention funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the agreement with the City of Ridgecrest to provide onsite police services for the 2010-2011 school year as presented.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter, referred to as “CITY” and the Sierra Sands Unified School District a public entity, hereinafter referred to as “DISTRICT”.

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 396780(b) of the California Education Code, and DISTRICT wishes to acquire the services of a sworn peace officer, and

WHEREAS, CITY through the Ridgecrest Police Department, hereinafter referred to as “RPD”, is willing to provide the service of a sworn peace officer.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of a sworn peace officer to serve the DISTRICT at secondary schools within the city limits, specifically Monroe Middle School, Mesquite High School and Burroughs High School.
2. CITY shall supervise the officer through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officer and to interface with such officer in accordance with a joint operating protocol developed between RPD and DISTRICT.
4. At all times during the term of this AGREEMENT, the officer shall be an employee of the CITY, under supervision and control of CITY; and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officer.
5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officer. For purpose of this AGREEMENT, actual cost shall be defined as Officer’s salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, overtime.
6. DISTRICT shall, at its expense, provide CITY with a vehicle suitable for performing the duties of the officer equal to that provided to other officers. In the event that this AGREEMENT is terminated, CITY shall reimburse DISTRICT on a pro rata basis, based on a five-year vehicle life expectancy.

7. THIS AGREEMENT shall be effective September 1, 2010, and remain in full force and effect, according to the terms of the original AGREEMENT, for a 12-month period ending August 31, 2011. Either party may terminate this AGREEMENT prior to August 31, 2011, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

City Administrator
City of Ridgecrest
100 E. California Avenue, Ridgecrest, CA 93555

Notice to DISTRICT shall be in writing, and mailed or delivered to:

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

8. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.
9. In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

10. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST

Steve Morgan, Mayor

Harvey Rose, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Kurt Rockwell, Board President

Joanna Rummer, Superintendent

12. CONSENT CALENDAR

12.4 Approval of “A” and “B” Warrants

CURRENT CONSIDERATION: “A” and “B” warrants released in June 2010 are submitted for approval. “A” warrants totaled \$4,124,728.13. “B” warrants totaled \$3,047,105.80.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for June 2010 as presented.

This list represents the "A" and "B" warrants released during the month of **JUNE 2010**
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	\$3,277,909.02
End of month classified	\$623,309.51
10th of month certificated	\$133,901.99
10th of month classified	\$89,607.61
Total "A" Warrants	\$4,124,728.13

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 223	\$63,442.96
Batch 224	\$51,861.75
Batch 225	May
Batch 226	May
Batch 227	\$95,573.72
Batch 228	May
Batch 229	\$126,480.12
Batch 230	\$471,370.00
Batch 231	\$66,919.37
Batch 232	\$62,398.24
Batch 233	\$292,662.00
Batch 234	Food Service
Batch 235	\$43,994.77
Batch 236	Food Service
Batch 237	\$89,163.20
Batch 238	\$27,661.19
Batch 239	\$40,044.26
Batch 240	\$8,442.27
Batch 241	\$15,762.87
Batch 242	\$139,026.90
Batch 243	\$583.61
Batch 244	\$50,970.63
Batch 245	5,444.42
Batch 246	\$16,533.00
Batch 247	\$74,850.58
Batch 248	\$11,600.48
Batch 249	\$2,290.32
Batch 250	Food Service
Batch 251	\$81,458.13

Batch	252	\$30,735.76
Batch	253	\$17,446.18
Batch	254	\$5,481.24
Batch	255	\$651,275.80
Batch	256	\$28,825.50
Batch	257	\$76,245.33
Batch	258	\$159,397.00
Batch	259	\$175,886.62
Batch	260	\$63,277.58
Total "B" Warrants		\$3,047,105.80

12. CONSENT CALENDAR

12.5 Approval of Recommendation for Expulsion, Expulsion Cases #33 0910 through #35 0910

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 #33 0910: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2009-10 spring semester and the 2010-11 fall semester. The student may apply for readmission to Sierra Sands in January 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case # 34 0910: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2009-10 spring semester and the 2010-11 fall semester. The student may apply for readmission to Sierra Sands in January 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case # 35 0910: As recommended by an administrative hearing panel, student is expelled for the remainder of the spring 2009-10 semester and the fall 2010-11 semester. The student may apply for readmission to Sierra Sands in January 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendations for expulsion, Expulsion Cases #33 0910 through #35 0910, as presented.