

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education Special Meeting

August 19, 2010
District Office Conference Room
113 Felspar 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

6:20 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

2. CLOSED SESSION

2.1 The board will meet in closed session with the superintendent to discuss the evaluation of principals and cabinet level administrators.

3. ADJOURNMENT

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**August 19, 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
Student Member, Charlotte Flatebo

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 30, 2010 and the regular meeting of July 15, 2010

3. PROGRAMS AND PRESENTATIONS

3.1 Christina Scrivner, Community Coordinator with Houchin Community Blood Bank, will present Mr. Ostash, Principal of Burroughs High School with a trophy that acknowledges the 144 patients whose lives were touched by Burroughs students and faculty who donated blood.

- 3.2 Robin Campbell will present the board and community with information about the *Rachel's Challenge* school assembly program. It was founded by the father of Rachel Scott, the first student killed at Columbine. After her death, many people who had known Rachel approached the family with stories of how Rachel's acts of kindness profoundly affected their lives. The inspirational *Rachel's Challenge* program is centered on the power of kindness. *Rachel's Challenge* is coming to Murray, Monroe, and Burroughs in September.

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

- Back to School Night Calendar
- School Board Candidates
- Other Activities and Items of Interest

5.4 Communications

- Publications from schools

5.5 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

- 6.1 Presentation of Key Findings from the California Healthy Kids Survey. (Goal #3)

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of Revisions to Board Policy and Administrative Regulations 4127, 4227, 4327, Temporary Athletic Team Coaches
- 7.2 Approval of Revisions to Administrative Regulations and Exhibit 4112.9, 4212.9, 4312.9, Employee Notifications

7. POLICY DEVELOPMENT AND REVIEW (continued)
 - 7.3 Approval of Revisions to Board Policy and Administrative Regulations 1240, Volunteer Assistance
 - 7.4 Approval of Revisions to Board Policy and Administrative Regulations 4020, Drug Free Workplace
 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 Authorization for Board Member Travel
 10. CONSTRUCTION ADMINISTRATION
 - 10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues
(Goal #3, #4)
 - 10.2 Notice of Completion for Faller Elementary School
 - 10.3 Approval of Contract for Asbestos Abatement at Las Flores Elementary School
 11. BUSINESS ADMINISTRATION
 12. CONSENT CALENDAR
 - 12.1 Approval of Contract with School Wise Press for Production of School Accountability Report Cards (SARC) (Goal #4)
 - 12.2 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the 2010-11 School Year. (Goal #2, 3)
 - 12.3 Ratification of Amendment to Superintendent’s Contract
 - 12.4 Approval of “A” and “B” Warrants
- The meeting of the board of education will temporarily adjourn to convene the regular meeting of the board of directors of the Inyo-Kern Schools Financing Authority. The regular meeting of the board of education will reconvene at the end of the board of directors meeting.
13. FUTURE AGENDA
 14. ADJOURNMENT

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 30, 2010
TIME OF MEETING: 1:30 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Dietrichson, Farris, Pearl, Rockwell, Scott
MEMBERS ABSENT: Covert, Johnson
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. CONSTRUCTION ADMINISTRATION

2.1 Award of Bid for Replacement of the Water System at Richmond School Annex

Following discussion, motion passed to award the bid for the replacement of the water system in the Richmond School Annex to ANM Construction in the total amount of \$309,377 as the low bidder. DIETRICHSON/SCOTT

AYES: Dietrichson, Farris, Pearl, Rockwell, Scott

ABSENT: Covert, Johnson

Prior to adjournment, Mr. Auld provided the board with information regarding yesterday's sale of Qualified School Construction Bonds. Receipt of these funds will allow the district to move forward with its modernization program.

3. ADJOURNMENT was at 1:43 p.m.

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

The next regular meeting of the Board of Education will be September 16, 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 Regular Meeting of the Board of Education

DATE OF MEETING: July 15, 2010
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Scott
MEMBERS ABSENT: Rockwell
STAFF PRESENT: Joanna Rummer, Superintendent

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of June 8, 2010 and the regular meeting of June 17, 2010 were adopted by consensus as written.

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

Mrs. Rummer reported to the board, staff and community that our QSCB was successfully sold on July 14, 2010. A portion of the money has been deposited in U.S. Bank. This will allow the district to finish Inyokern Phase II, the electrical at Burroughs and start the Las Flores modernization. Inyokern is anticipated to be completed by the end of the school year. The district is still experiencing declining enrollment. The tenth month enrollment report shows the district down 88 students. Attendance, however, continues to be high at about 95%.

5.4 Communications

5.5 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

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

Motion passed to approve the contract with Autism Partnership of Seal Beach, California to conduct the Didactic Workshop on August 11, 12, and 13 for \$9000, and three days per month of ongoing consultation August through May for \$67,000, and travel expenses not to exceed \$20,000. COVERT/DIETRICHSON

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

ABSENT: Rockwell

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revision of BP/AR 0520.2, Title 1 Program Improvement Schools (Goal #1, #2, #3)

Motion passed to approve revisions to BP 0520.2, Title I Program Improvement Schools. AR 0520.2 was provided for informational purposes. DIETRICHSON/SCOTT

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

ABSENT: Rockwell

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

Motion passed to adopt BP 0520.3, Title I Program Improvement Districts. AR 0520.3 was provided for informational purposes. SCOTT/JOHNSON

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

ABSENT: Rockwell

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

Motion passed to adopt revisions to BP 4112.2, Certification of Personnel. AR 4112.2 was provided for informational purposes. COVERT/DIETRICHSON

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

ABSENT: Rockwell

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

Motion passed to adopt revisions to BP 4112.21, Interns. AR 4112.21 was provided for informational purposes. DIETRICHSON/COVERT

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

ABSENT: Rockwell

7.5 Approval of Revisions to BP 4113, Assignment of Personnel (Goal #1, #2)

Motion passed to adopt revisions to BP 4113, Assignment of Personnel.
DIETRICHSON/COVERT

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

ABSENT: Rockwell

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 Scott

ABSENT: Rockwell

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: \$1,500 for the engineering robotics program at Burroughs from JACOBS Naval Systems Group; \$150 from Amy Rothermel for the James Monroe orchestra; \$120 worth of material for the James Monroe orchestra fundraiser; from Columbia Nelso a 1961 Volkswagon, from Leslie Haugen a 1987 Nissan and from Chelaine Ferrucci a 1993 Toyota for the ROP auto shop program at Burroughs. JOHNSON/COVERT

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

ABSENT: Rockwell

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

Motion passed to appoint Charlotte Flatebo as the student member of the board for the 2010-11 school year. COVERT/JOHNSON

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

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*)

In compliance with California Education Code Section 35186 that requires all school districts to report summarized data quarterly on the nature and resolution of all complaints related to instructional materials, teacher vacancy and misassignment, condition of facilities, and service to students who did not pass the CAHSEE prior to the end of grade 12, no complaints were filed in any of the designated areas for the period of time covering April 1 to June 30, 2010.

10. CONSTRUCTION ADMINISTRATION

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

Motion passed to approve the Surety Takeover Agreement with Liberty Mutual Insurance Company for the defaulted contract with Modtech Holding, Inc. for modular classrooms for Pierce, Inyokern and Las Flores. SCOTT/COVERT

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

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

Motion passed to grant the district the authority to enter into a contract with the lowest qualified bidder to remove all hazardous materials associated with the replacement of the water distribution system at Richmond Annex in an amount not to exceed \$125,000.
DIETRICHSON/SCOTT

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

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

- 12.1 Approval of Interdistrict Transfer Agreement (Northrup)
- 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

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

AYES: Covert, Dietrichson, Farris, Pearl, Scott

ABSENT: Rockwell

13. FUTURE AGENDA

14. ADJOURNMENT

THE BOARD OF EDUCATION

Acting Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

Back-to-School Night Schedule
2010 ~ 2011



| <u>Site</u> | <u>Scheduled Date</u> | <u>Time</u> |
|--------------------|------------------------------|--------------------|
| Faller | August 25, 2010 | 6:30 p.m. |
| Las Flores | August 30, 2010 | 6:30 p.m. |
| Richmond | August 31, 2010 | 6:30 p.m. |
| Gateway | September 1, 2010 | 6:30 p.m. |
| Rand | September 7, 2010 | 6:30 p.m. |
| Murray | September 8, 2010 | 6:30 p.m. |
| Pierce | September 13, 2010 | 6:30 p.m. |
| Mesquite | September 14, 2010 | 6:30 p.m. |
| Inyokern | September 15, 2010 | 6:30 p.m. |
| Burroughs | September 21, 2010 | 6:30 p.m. |
| Monroe | September 22, 2010 | 6:30 p.m. |
| | | |

6. EDUCATIONAL ADMINISTRATION

- 6.1 BACKGROUND INFORMATION: Effective beginning with the 2003-04 school year, districts receiving state funds for Tobacco Use Prevention Education (TUPE) and federal funding from Safe and Drug Free Schools and Communities (SDFSC) were required to administer the California Healthy Kids Survey (CHKS) at least once every two years. The survey was first administered to students in Sierra Sands Unified School District November 2004, in the required grades, 5th, 7th, 9th, and 11th. In addition to the required grades, Mesquite Continuation High School students were given the opportunity to participate in the survey.

The survey was administered in November 2009. Student participation in the survey was voluntary. In compliance with Board Policy 6162.8, active written consent was obtained from parents or guardians prior to student participation in the survey. Sixty-six percent of 5th graders, sixty-eight percent of 7th graders, forty-eight percent of 9th graders, forty-nine percent of 11th graders, and forty-seven percent of Mesquite Continuation High School students participated in the survey.

CURRENT CONSIDERATIONS: The results of the current survey are submitted for your information. The goals for the use of these results are:

- Reduce Risk Behaviors and Promote Well-Being and Positive Development; *schools need a thorough understanding of the scope and nature of student risk behavior and assets (resilience) to develop effective prevention and health programs.*
- Promote Learning; *ensure that students are safe, drug-free, healthy, and resilient is central to improving academic performance.*
- Demonstrate Accountability; *the CHKS is an important part of California's school accountability system that requires schools to objectively assess students and then set measurable goals for making improvements.*
- Meet Funding Requirements; *for accountability reasons, state and federal agencies increasingly require schools to collect, disseminate and use health-related data as a requirement for obtaining and maintaining funding.*
- Promote Health Programs; *the California Healthy Kids Survey is designed to promote the development of comprehensive school health programs.*

FINANCIAL IMPLICATIONS: The cost for implementing the California Healthy Kids Survey (\$1,450.00) was taken from the Safe and Drug Free Schools and Communities (SDFSC) budget.

SUPERINTENDENT'S RECOMMENDATION: The report is submitted as an information item and requires no action.

PERFORMANCE INDICATORS

The following table lists the results for the Performance Indicators required by the Californian Department of Education(CDE) for Local Education Agency Plans.

| Performance Indicator | 5 th | 7 th | 9 th | 11 th |
|--|-----------------|-----------------|-----------------|------------------|
| <u>Tobacco Use</u> The percentage of students that have ever used cigarettes | 6% | 13% | 31% | 33% |
| <u>Drug Use</u> The percentage of students that have ever used marijuana | 1% | 9% | 22% | 33% |
| The percentage of students that drank alcohol in the past 30 days | NA | 13% | 20% | 37% |
| <u>Safe Schools and Violence</u> The percentage of students afraid of being beaten up at school within the past 12 months | NA | 33% | 25% | 13% |
| The percentage of students who feel very safe at school | 51% | 16% | 16% | 22% |
| <u>Protective Factors/Levels of Involvement</u> The percentage of students that report high levels of caring relationships with a teacher or other adult at their school | 56% | 37% | 27% | 42% |
| The percentage of students that report high levels of expectations from a teacher or other adult at their school | 57% | 61% | 44% | 49% |
| The percentage of students that report high levels of opportunities from a teacher or other adult at their school. | 14% | 17% | 17% | 23% |
| The percentage of students that report high levels of school connectedness (School Connectedness Scale) | 55% | 56% | 49% | 48% |

Table 2. Selected Alcohol, Tobacco and Drug Use, with Comparisons to 2007 State CSS* and 2007 National YRBS

| | 7th Grade % | | 9th Grade % | | | 11th Grade % | | |
|--|-------------|-----|-------------|-----|-----------------|--------------|-----|-----------------|
| | District | CSS | District | CSS | YRBS | District | CSS | YRBS |
| Lifetime and Current ATOD Use | | | | | | | | |
| <i>During your life did you ever...</i> | | | | | | | | |
| smoke a cigarette? (PI) | 13 | 7 | 31 | 20 | 45 ^a | 33 | 34 | 55 ^a |
| chew tobacco or snuff? | 5 | 4 | 12 | 6 | ~ | 17 | 10 | ~ |
| drink alcohol (glass)? | 21 | 24 | 47 | 47 | 67 | 66 | 66 | 79 |
| use inhalants? | 9 | 11 | 15 | 14 | 15 | 11 | 15 | 12 |
| smoke marijuana? (PI) | 9 | 9 | 22 | 25 | 29 | 33 | 42 | 50 |
| <i>During the past 30 days, did you...</i> | | | | | | | | |
| smoke a cigarette? (PI) | 11 | 6 | 19 | 11 | 15 | 18 | 17 | 24 |
| chew tobacco or snuff? | 3 | 3 | 7 | 5 | 6 | 10 | 6 | 6 |
| drink alcohol (glass)? (PI) | 13 | 15 | 20 | 24 | 37 | 37 | 42 | 53 |
| use inhalants? | 5 | 5 | 5 | 7 | ~ | 5 | 7 | ~ |
| smoke marijuana? (PI) | 5 | 7 | 12 | 15 | 16 | 15 | 24 | 21 |
| Level of Involvement (High Risk Patterns) | | | | | | | | |
| <i>During your life have you ever...</i> | | | | | | | | |
| been very drunk or sick after drinking? | 11 | 11 | 29 | 28 | ~ | 38 | 45 | ~ |
| been high from using drugs? | 8 | 8 | 23 | 22 | ~ | 30 | 37 | ~ |
| <i>During the past 30 days, did you...</i> | | | | | | | | |
| drink 5 drinks in a couple of hours? | 6 | 6 | 12 | 16 | 18 | 25 | 29 | 28 |

(PI) = SDFSCA/TUPE performance indicator required by CDE for Local Education Agency Plans.

^aYRBS asks about smoking even a puff or two.

*The California Student Survey includes 9th and 11th graders in Continuation/Alternative schools with the data from Comprehensive/Traditional high school students.

CSS=California Student Survey

YRBS=Youth Risk Behavior Survey

Table 2. Selected Alcohol, Tobacco and Drug Use, with Comparisons to 2007 State CSS* and 2007 National YRBS (continued)

| | 7th Grade % | | 9th Grade % | | | 11th Grade % | | |
|--|-------------|-----|-------------|-----|------|--------------|-----|------|
| | District | CSS | District | CSS | YRBS | District | CSS | YRBS |
| ATOD Use on School Property | | | | | | | | |
| During your life, have you ever been drunk/high? | 4 | 6 | 17 | 13 | ~ | 16 | 25 | ~ |
| During the past 30 days, did you smoke cigarettes? | 2 | 3 | 6 | 7 | 4 | 3 | 7 | 5 |
| Perceived Harm^b | | | | | | | | |
| <i>People risk harming themselves using...^c</i> | | | | | | | | |
| cigarettes (1-2 packs a day) | 77 | 83 | 89 | 90 | ~ | 92 | 93 | ~ |
| alcohol (five or more drinks once or twice a week) | 76 | 83 | 90 | 89 | ~ | 90 | 92 | ~ |
| marijuana (once or twice a week) | 75 | 82 | 84 | 85 | ~ | 85 | 87 | ~ |

(PI) = SDFSCA/TUPE performance indicator recommended by CDE.

^bnot comparable with previous CHKS results

^ccombines "Great," "Moderate," and "Slight"

*The California Student Survey includes 9th and 11th graders in Continuation/Alternative schools with the data from Comprehensive/Traditional high school students.

Table 3. Selected School Safety-Related Indicators, Protective Factors, and Connectedness with Comparisons to 2007 State CSS* and 2007 National YRBS

| | 7th Grade % | | 9th Grade % | | | 11th Grade % | | |
|---|-------------|-----|-------------|-----|------|--------------|-----|------|
| | District | CSS | District | CSS | YRBS | District | CSS | YRBS |
| School Safety | | | | | | | | |
| <i>During the past 12 months at school, have you....</i> | | | | | | | | |
| been harassed because of race/ethnicity, religion, gender, sexual orientation, or disability? | 34 | 31 | 29 | 27 | ~ | 22 | 22 | ~ |
| been in a physical fight? | 29 | 32 | 15 | 25 | 18 | 13 | 23 | 11 |
| been afraid of being beaten up? (PI) | 33 | 29 | 25 | 22 | ~ | 13 | 15 | ~ |
| During the past 12 months on school property, did you carry any weapon (gun, knife, or club)? | 10 | 10 | 11 | 13 | ~ | 8 | 13 | ~ |
| How safe do you feel when you are at school? Very safe. (PI) | 16 | 18 | 16 | 16 | ~ | 22 | 20 | ~ |
| Do you consider yourself a member of a gang? | 9 | 9 | 9 | 8 | ~ | 8 | 8 | ~ |
| School Protective Factors - High Levels (Resilience Indicators) | | | | | | | | |
| Caring relationships with teacher or other adult (PI) | 37 | 31 | 27 | 28 | ~ | 42 | 29 | ~ |
| High expectations from teacher or other adult (PI) | 61 | 45 | 44 | 39 | ~ | 49 | 38 | ~ |
| Opportunities for meaningful participation at their school (PI) | 17 | 16 | 17 | 13 | ~ | 23 | 15 | ~ |
| Total | 40 | 31 | 30 | 27 | ~ | 39 | 28 | ~ |
| School Connectedness Scale (PI) | 56 | 39 | 49 | 34 | ~ | 48 | 31 | ~ |

(PI) = SDFSCA/TUPE performance indicator required by CDE for Local Education Agency Plans.

*The California Student Survey includes 9th and 11th graders in Continuation/Alternative schools with the data from Comprehensive/Traditional high school students.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Administrative Regulations/Board Policy 4127, 4227, 4327, Temporary Athletic Team Coaches

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources reviews selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations. BP/AR 4127, 4227, 4327, Temporary Athletic Team Coaches was last updated in 1999.

CURRENT CONSIDERATIONS: BP/AR 4127, 4227, 4327 establish qualification criteria for all athletic coaches in accordance with law and with district standards and priorities. Beginning July 1, 2010, Education Code 49024, amended by AB 1025 requires any volunteer who supervises, directs or coaches a student activity program sponsored by or affiliated with the district to submit a criminal background check in order to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. After the passage of AB 1025, new legislation (AB 346) was passed to provide school districts a choice to either require candidates to obtain an Activity Supervisory Clearance Certificate (ASCC) from the CTC, or submit fingerprints for DOJ and FBI criminal background checks in lieu of obtaining an ASCC.

Minor changes in administrative regulations reflect the High School Coaching Education Program requirements prescribed by the California Interscholastic Federation for Sierra Sands Unified School District high school coaches.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to BP/ 4127, 4227, 4327 as presented. Please note that the revised administrative regulations are presented for informational purposes only.

Personnel

Temporary Athletic Team Coaches

The Governing Board recognizes the importance of hiring qualified temporary athletic team coaches for the district's sports program.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and with district standards and priorities. These criteria shall ensure that all temporary coaches possess an appropriate level of competence, knowledge and skill.

Any certificated teacher employed by the district who applies for a position as a temporary athletic team coach and who satisfies the qualification criteria established for the position shall first be offered the position. (*Education Code 44919*)

5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches: see section entitled "Qualifications" in the accompany administration.

In addition, beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch.379, Statues of 2009), requires any non-certificated employee or volunteer who supervises, directs or coaches an interscholastic athletic team to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC). The application process includes submission of fingerprints to the CTC, which will be used for both state and federal criminal record checks, and a character and fitness review by the CTC. For any non-certificated employee who supervises, directs, or coaches an interscholastic athletic team, this requirement applies regardless of whether he/she is employed by the district or a parent or booster club, or whether he/she had already completed a state fingerprint clearance for his/her employment. However, AB 1025 was amended on its implementation with AB 346 with the following noted changes:

- ***Under AB 346, a candidate who is required by the school district to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning the paid or volunteer activities does not need to obtain an Activity Supervisory Clearance Certificate. This gives school districts a choice to either require candidates to (1) obtain an Activity Supervisory Clearance Certificate from the CTC, or (2) submit fingerprints for DOJ and FBI criminal***

background checks in lieu of obtaining an Activity Supervisory Clearance Certificate.

- ***All non-certificated individuals in a paid or volunteer position who “works with pupils” in a pupil activity program will be subject to the law’s requirements.***
- ***The law only applies to pupil activity programs “affiliated with” the school district.***

In addition, all coaches shall be subject to Board policy, administrative regulation and the codes of ethical conduct published by the state and the California Interscholastic Federation.

(cf. 4118 Suspension/Disciplinary Action)

(cf. 5131.1 - Bus Conduct)

(cf. 6145.2 - Athletic Competition)

(cf. 4115 - Evaluation/Supervision)

(cf. 5131.63 – Steroids)

Volunteer Coaches/Temporary Athletic Team Coaches

Volunteer athletic team coaches who do not meet the district qualification criteria shall serve only under the supervision of a fully qualified coach and shall not be given charge of an athletic program.

(cf. 1240 - Volunteer Assistance)

Legal Reference:

EDUCATION CODE

35179.7 Interscholastic athletic program and activities

44010 Sex offense

44011 Controlled substance offense

44424 Conviction of a crime

44808 Liability when students are not on school property

44919 Classification of temporary employees

CODE OF REGULATIONS, TITLE 5

5531 Supervision of extracurricular activities of pupils

5590-5596 Duties of temporary athletic team coaches

COURT DECISIONS

CTA v. Rialto Unified School District, (1997)14 Cal. 4th 627

San Jose Teachers Association, CTA, NEA v. Barozzi, (1991) 230 Cal. App. 3d 1376, 281 Cal. Rptr. 724

Policy ***Proposed***

~~adopted: February 18, 1999~~ **8-19-10**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Temporary Athletic Team Coaches

Personnel

At the first regular Governing Board meeting or within 30 days after selection of a temporary athletic team coach, whichever is sooner, the Superintendent or designee shall certify to the Board that all temporary athletic team coaches meet the qualifications and competencies required by law. (5 CCR 5594)

Upon the recommendation of the Superintendent or designee, the Board shall certify to the State Board of Education, by April 1 of each year, that the district conforms with state requirements governing the employment of temporary athletic team coaches. (5 CCR 5594)

Competencies

The Superintendent or designee shall determine whether a temporary athletic team coach is knowledgeable and competent in the areas of: (5 CCR 5593)

1. Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures

The Superintendent or designee shall establish qualifications in this competency area as evidenced by one or more of the following:

- a. Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card
- b. A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation (CPR) card
- c. A valid Emergency Medical Technician (EMT) I or II card
- d. A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA)
- e. Practical experience under the supervision of an athletic coach or trainer or experience assisting in team athletic training and conditioning and both valid CPR and first aid cards

2. Coaching techniques

The Superintendent or designee shall establish qualifications in coaching theory and techniques in the sport or game being coached as evidenced by one or more of the following:

- a. Completion of a college course in coaching theory and techniques
- b. Completion of in-service programs arranged by a school district or county office of education
- c. Prior service as a student coach or assistant athletic coach in the sport or game being coached
- d. Prior coaching in community youth athletic programs in the sport being coached
- e. Prior participation in organized competitive athletics at high school level or above in the sport being coached

3. Rules and regulations in the athletic activity being coached

The Superintendent or designee shall establish knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the California Interscholastic Federation.

4. Child or adolescent psychology, whichever is appropriate to the grade level of the involved activity

The Superintendent or designee shall establish competency in knowledge of child or adolescent psychology as it relates to sport participation as evidenced by one or more of the following:

- a. Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions
- b. Completion of a seminar or workshop on human growth and development of youth
- c. Prior active involvement with youth in school or community sports program

The Superintendent or designee may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of

the competency, provided such persons serve under the direct supervision of a fully qualified coach until the competencies are met. (5 CCR 5593)

Additional Competencies for Non-certificated Personnel

In addition to the competencies listed above, the Superintendent or designee shall determine that a non-certificated person employed as a temporary athletic team coach: (5 CCR 5592)

1. Has not been convicted of any offense referred to in Education Code 44010, 44011 or 44424, or any offense involving moral turpitude or evidencing unfitness to associate with children.

(cf. 4212.5 - Criminal Record Check)

Beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch. 379, Statutes of 2009), requires any non-certificated employee or volunteer who supervises, directs, or coaches an interscholastic athletic team to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing (CTC). The certificate, valid for five years, does not assess an individual's professional experience, education, or other qualifications but rather provides evidence that the person has passed state and federal criminal record checks and CTC character and fitness reviews. However, AB 1025 was amended on its implementation with AB 346 with the following noted changes:

- ***Under AB 346, a candidate who is required by the school district to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning the paid or volunteer activities does not need to obtain an Activity Supervisory Clearance Certificate. This gives school districts a choice to either require candidates to (1) obtain an Activity Supervisory Clearance Certificate from the CTC, or (2) submit fingerprints for DOJ and FBI criminal background checks in lieu of obtaining an Activity Supervisory Clearance Certificate.***
- ***All non-certificated individuals in a paid or volunteer position who “works with pupils” in a pupil activity program will be subject to the law’s requirements.***
- ***The law only applies to pupil activity programs “affiliated with” the school district.***

CTC Coded Correspondence 09-10 states that it is the district's responsibility to determine which district positions would be considered to supervise, direct, or coach an athletic activity and thus be subject to the new requirement. The district may also require those positions that do not supervise, direct, or coach to obtain the certificate. Also, CTC Coded Correspondence 09-10 clarifies that the district may issue a temporary certificate of clearance pursuant to Education Code 44332 and 44332.5 to an individual while his/her application is being processed. However, this temporary certificate should be rescinded if the district is notified by the CTC that the application has been denied or delayed.

(cf. 1240 – Volunteer Assistance)

2. Is free from tuberculosis and any other contagious disease that would prohibit certificated teachers from teaching, as verified by a written statement, renewable every four years, from a licensed physician or other person approved by the district.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Non-certificated coaches have no authority to give grades to students. (5 CCR 5591)

~~Code of Ethical Conduct~~

~~Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (5 CCR 5596)~~

- ~~1. Show respect for players, officials and other coaches~~
- ~~2. Respect the integrity and judgment of game officials~~
- ~~3. Establish and model fair play, sportsmanship and proper conduct~~
- ~~4. Establish player safety and welfare as the highest priority~~
- ~~5. Provide proper supervision of students at all times~~
- ~~6. Use discretion when providing constructive criticism and when reprimanding players~~
- ~~7. Maintain consistency in requiring all players to adhere to the established rules and standards of the game~~

- ~~8. Properly instruct players in the safe use of equipment~~
- ~~9. Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution~~
- ~~10. Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics~~
- ~~11. Avoid suggesting, providing or encouraging any athlete to use nonprescriptive drugs, anabolic steroids or any substance to increase physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General or the American Medical Association~~
- ~~12. Avoid recruitment of athletes from other schools~~
- ~~13. Follow the rules of behavior and the procedures for crowd control as established by the Board and the league in which the district participates~~

High School Coaching Education Program

Each high school athletic team coach or volunteer coach shall complete, at his/her expense, a coaching education program that meets the standards developed by CIF. A high school coach who has completed the education program in another California school district shall be deemed to have met the requirement for this district. (Education Code 49032)

An individual who has not completed the education program may be assigned as a coach for no longer than one season of interscholastic competition. (Education Code 49032)

Code of Ethical Conduct

Employees providing supervisory or instructional services in interscholastic athletic programs and activities shall: (5 CCR 5596)

- 1. Show respect for players, officials, and other coaches***
- 2. Respect the integrity and judgment of game officials***
- 3. Establish and model fair play, sportsmanship, and proper conduct***

4. *Establish player safety and welfare as the highest priority*
5. *Provide proper supervision of students at all times*
6. *Use discretion when providing constructive criticism and when reprimanding players*
7. *Maintain consistency in requiring all players to adhere to the established rules and standards of the game*
8. *Properly instruct players in the safe use of equipment*
9. *Avoid exerting undue influence on a student's decision to enroll in an athletic program at any public or private postsecondary educational institution*
10. *Avoid exerting undue influence on students to take lighter academic course(s) in order to be eligible to participate in athletics*
11. *Avoid suggesting, providing, or encouraging any athlete to use non-prescriptive drugs, anabolic steroids, or any substance increasing physical development or performance that is not approved by the U.S. Food and Drug Administration, U.S. Surgeon General, or the American Medical Association*

(cf. 5131.63 – Steriods)

12. *Avoid recruitment of athletes from other schools*
13. *Follow the rules of behavior and the procedures for crowd control as established by the district and the league in which the district participates*

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Administrative Regulations 4112.9, 4212.9, 4312.9, Employee Notifications

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources reviews selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations. AR 4112.9, 4212.9, 4312.9, Signed Statements was last updated in 1994.

CURRENT CONSIDERATIONS: AR 4112.9, 4212.9, 4312.9 requires all district employees to sign a statement regarding the legal requirement to report known or suspected instances of child abuse. The current recommendation from our CSBA policy service is to update the AR to reflect all mandatory notifications to employees required by law, policy or regulation.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: AR 4112.9, 4212.9, 4312.9 is presented for informational purposes only.

Personnel

~~Signed Statements~~ Employee Notifications

Child Abuse Reporting Statement

All employees who are child care custodians or health practitioners, as defined by Penal Code 11166.5, are required to report known or suspected instances of child abuse.

Persons in the above positions shall sign a statement to the effect that the employee knows of the legal requirement to report known or suspected instances of child abuse and is prepared to comply with this law. (*Penal Code 11166.5*)

(*cf. 3514 - Safety*)

(*cf. 5141.4 - Child Abuse and Neglect*)

The district shall provide employees with the following notifications and shall obtain signed acknowledgements that the notifications were received when so required by law or by district policy or regulations.

Acknowledgements Required by Law

- 1. Legal obligation to report known or suspected instances of child abuse***

(cf. 5141.4 – Child Abuse Prevention and Reporting)

- 2. Oath or affirmation of allegiance required of public employees***

(cf. 4112.3 – Oath or Affirmation)

- 3. The district's school bus driver drug and alcohol testing policy, regulations, and related information***

(cf. 4112.42 – Drug and Alcohol Testing for School Bus Drivers)

- 4 Notice of release from position requiring an administrative or supervisory credential***

(cf. 4313.2 – Demotion/reclassification)

5 The classified employee’s class specification, salary, data, Assignment or work location, duty hours and prescribed Workweek

(cf. 4212 – Appointment and Conditions of Employment)

6 Information about certificated employee membership in the State Teachers’ Retirement System

Acknowledgement Not Required by Law

1. The district’s drug – and alcohol-free workplace

(cf. 4020 – Drug and Alcohol-Free Workplace)

2. The district’s non-smoking policy

(cf. 3513.3 – Tobacco-Free Schools)

3. Prohibition of sexual harassment

(cf. 4119.11 – Sexual Harassment)

4. The certificated employee’s employment status and salary

(cf. 4112.1 – Contracts)

5. State disability insurance rights and benefits

(cf. 4154 – Health and Welfare Benefits)

6. Certificated employee evaluations

(cf. 4115 – Evaluation/Supervision)

7. Requirements and information pertinent to emergency teaching or specialist permit applicants

(cf. 4112.2 – Certification)

8. Notice of layoff

(cf. 4117.6 – Personnel Reduction)

(cf. 4217.3 – Layoff/Rehire)

(cf. 4317.3 – Personnel Reduction)

9. Derogatory information to be placed in personnel file

(cf. 4112.6/4212.6/4312.6 – Personnel Files)

10. Exhaustion of classified employee's paid leave

(cf. 4261.1 – Personal Illness and Injury Leave)

(cf. 4261.11 – Industrial Accident/Illness Leave)

11. Notice of charges related to disciplinary action

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

12. Notice of intention to dismiss

(cf. 4118 – Suspension/Disciplinary Action)

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

13. Students whose actions could constitute grounds for suspension or expulsion, except for possession or use of tobacco

(cf. 4158 – Employee Security)

Legal Reference:

EDUCATION CODE

~~44690-44691 Staff development in the detection of child abuse and neglect~~

PENAL CODE

~~273 Willful cruelty or unjustifiable punishment of child; endangering life or health~~

~~11164-11174.3 Child Abuse and Neglect Reporting Act, especially~~

~~11166 Report; duty; time~~

~~11166.5 Employment; statement of knowledge of duty to report~~

~~11172 Exemption from civil and criminal liability resulting from required reporting of known or suspected child abuse; failure to report is a misdemeanor~~

Management Resources:

CDE LEGAL ADVISORY

~~328.90 Duties and Liabilities of School Counselors~~

231.5 Sexual harassment policy

22455.5 STRS information to potential members

22515 Irrevocable election to join STRS

44031 Personnel file contents, inspection

44663 Evaluation and assessment; copy to certificated employee

44916 Written statement of employment status

449040.5-44941 Notification of suspension and intent to dismiss

44949 Cause, notice and right to hearing
 44951 Continuation in position unless notified
 44955 Reduction in number of employees
 45113 Notification of charges
 45117 Notice of layoff
 45169 Employee salary data
 45192 Industrial and accident leave
 45195 Additional leave
 49079 Notification to teacher
 GOVERNMENT CODE
 3100-3109 Oath or affirmation of allegiance
 8355 Certification of drug-free workplace, including notification
 PENAL CODE
 1166.5 Employment; statement of knowledge of duty to report
 UNEMPLOYMENT INSURANCE CODE
 2613 Notice of rights and benefits
 CODE OF REGULATIONS, TITLE 5
 80026.1 Information to applicants
 CODE OF REGULATIONS, TITLE 8
 5193 California blood borne pathogens standard
 CODE OF FEDERAL REGULATIONS, TITLE 49
 3872.601 Controlled substance and alcohol use and testing
 notifications

Regulation **Proposed** SIERRA SANDS UNIFIED SCHOOL DISTRICT
 approved: ~~August 18, 1994~~ **August 19, 2010** Ridgecrest, California

**Signed Statement
Personnel**

Employee Notifications

Child Abuse Reporting Requirements

Section 11166 of the Penal Code requires any child care custodian, health practitioner, employee of a child protective agency or child visitation monitor who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

"Child care custodian" includes teachers; an instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of public or private youth centers, youth recreation programs and youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; headstart teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

"Health practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists,

optometrists, or any other person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code; marriage, family and child counselors; emergency medical technicians I or II, paramedics, or other persons certificated pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code; psychological assistants registered pursuant to Section 2913 of the Business and Professions Code; marriage, family and child counselor trainees as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the Business and Professions Code; state or county public health employees who treat minors for venereal disease or any other condition; coroners; paramedics; and religious practitioners who diagnose, examine, or treat children.

"Child visitation monitor" means any person as defined in Section 11165.15.

I have been informed of the above law and will comply with its provisions.

(Type employee's name below line, requiring signature above)

This statement is a permanent record of the district. The cost of printing, distribution, and filing of these statements is borne by the district.

This subdivision is not applicable to persons employed by child protective agencies, public or private youth centers, youth recreation programs and youth organizations as members of the support staff or maintenance staff and who do not work with, observe, or have knowledge of children as part of their official duties.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy/Administrative Regulations 1240, Volunteer Assistance

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources reviews selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations. BP/AR 1240 Volunteer Assistance was last updated in 1994.

CURRENT CONSIDERATIONS: Education Code 45347 and 45349 require certain volunteers, depending on the types of duties they will be performing, to meet the qualifications pertaining to basic skills proficiency, tuberculosis testing, and/or criminal background checks. In addition, beginning July 1, 2010, Education Code 49024, added by AB 1025 requires any volunteer who supervises, directs or coaches a student activity program sponsored by or affiliated with the district to submit a criminal background check in order to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. After the passage of AB 1025, new legislation (AB 346) was passed to provide school districts a choice to either require candidates to obtain an Activity Supervisory Clearance Certificate (ASCC) from the CTC, or submit fingerprints for DOJ and FBI criminal background checks in lieu of obtaining an ASCC. Regulation also clarifies prohibitions against registered sex offenders serving as volunteers and reflects new law (AB307) which expands circumstances under which registered sex offenders must disclose their status.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to BP 1240 as presented. Please note that the revised administrative regulations are presented for informational purposes only.

Community Relations

Volunteer Assistance

The Governing Board encourages the use of volunteer aides when the use of such aides tends to improve the educational program of the district and is under the supervision of the personnel in the district.

The wealth of experience available in the community is a resource that should be used in appropriate ways to enrich the educational program and strengthen our schools' relationships with homes, businesses, public agencies and private institutions. By their presence, volunteers also can make school environments safer and more closely supervised. The Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with our students.

The Superintendent or designee may authorize the use of volunteers. The Superintendent or designee shall establish regulations to protect the safety of both students and volunteers.

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors and/or make appropriate referrals to community organizations.

(cf. 1020 – Youth Services)

(cf. 1400 – relations Between Other Governmental Agencies and the Schools)

Education Code 45347 and 45349 require certain volunteers, depending on the types of duties they will be performing, to meet qualifications pertaining to basic skills proficiency, tuberculosis testing, and/or criminal background checks; see the accompanying administrative regulation. In addition, beginning July 1, 2010, Education Code 49024, added by AB 1025 (Ch. 379, Statutes of 2009), requires any volunteer who supervises, directs or coaches a student activity program sponsored by or affiliated with the district to submit to a criminal background check in order to

obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. However, AB 1025 was amended on its implementation with AB 346 with the following noted changes:

- **Under AB 346, a candidate who is required by the school district to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning the paid or volunteer activities does not need to obtain an Activity Supervisory Clearance Certificate. This gives school districts a choice to either require candidates to (1) obtain an Activity Supervisory Clearance Certificate from the CTC, or (2) submit fingerprints for DOJ and FBI criminal background checks in lieu of obtaining an Activity Supervisory Clearance Certificate.**
- **All non-certificated individuals in a paid or volunteer position who “works with pupils” in a pupil activity program will be subject to the law’s requirements.**
- **The law only applies to pupil activity programs “affiliated with” the school district.**

Volunteer aides will not be deemed employees of the district nor receive compensation of any type, or other benefits, except that volunteer aides will be entitled to State Workmen's Compensation benefits provided an injury is sustained while engaged in the performance of any service under the cognizance of the Board.

Like employees and students, volunteers shall act in accordance with district policies and regulations.

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

Legal Reference:

EDUCATION CODE

35021 Volunteer aides

44227.5 Classroom participation by college level teaching methodology faculty

45125 Fingerprinting requirements

45344.5 Instructional aide; proficiency in basic skills

45347 Instructional aides as classified employees

45349 Volunteers

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oath or affirmation of allegiance

HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

3454 Volunteers; certificates on file
LABOR CODE
3364.5 Persons performing voluntary services for school districts
CODE OF REGULATIONS, TITLE 5
18168 School child care; duties of Personnel and volunteers
CODE OF REGULATIONS, TITLE 22
101170 Criminal record clearance

Management Resources:

WEBSITES

California Department of Justice, Megan's Law mapping:
<http://www.meganslaw.ca.gov>

Policy ***Proposed***

~~adopted: August 18, 1994~~ **8-19-2010**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Community Relations

Volunteer Assistance

Volunteers shall work with students under the immediate supervision of certificated employees. (Education Code 35021)

Volunteers shall not be used to displace regularly authorized school personnel. (Education Code 35021)

Volunteers serving as instructional aides shall:

1. Fulfill the tuberculosis testing and fingerprinting qualifications required of all instructional aides. (Education Code 45125, 45347, 45349, 49406)
2. Give evidence of basic skills proficiency as required of all instructional aides. (Education Code 45344.5)

(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

All persons who wish to perform volunteer service at a district child care facility shall submit evidence that they are free from active tuberculosis.

This regulation does not apply to activities sponsored by school-connected organizations.

(cf. 1230 - School-Connected Organizations)

Selection of Volunteer Aides

1. Any staff member who desires the services of volunteer aides must request and receive approval for the use of such aides from his/her immediate supervisor prior to the selection and/or assignment of an aide to non-instructional tasks.
2. The selection of voluntary nonteaching aides will be made, whenever possible, from lists maintained by the PTA, from the community resource files of the American Association of University women, or by recommendation of the staff member requesting the services of the aide with the approval of his/her immediate supervisor.

Injury of Volunteer Aide While on Assigned Duty

In case a volunteer aide is injured while performing tasks assigned by and under the supervision of a staff member, the following procedure will be followed:

1. Report of the apparent nature and extent of the injury must be made on the district form available in the principal's office.
2. Such report of injury is the responsibility for the injured volunteer or, if he/she is incapacitated, by the staff member to whom the volunteer aide was assigned and under whose supervision he/she was at the time of injury.

Qualifications of Volunteers

1. Beginning July 1, 2010 any volunteer who supervises, directs or coaches a student activity program shall be required to obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. Student activity programs include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. However, AB 1025 was amended on its implementation with AB 346 with the following noted changes:

- ***Under AB 346, a candidate who is required by the school district to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning the paid or volunteer activities does not need to obtain an Activity Supervisory Clearance Certificate. This gives school districts a choice to either require candidates to (1) obtain an Activity Supervisory Clearance Certificate from the CTC, or (2) submit fingerprints for DOJ and FBI criminal background checks in lieu of obtaining an Activity Supervisory Clearance Certificate.***
- ***All non-certificated individuals in a paid or volunteer position who “works with pupils” in a pupil activity program will be subject to the law’s requirements.***
- ***The law only applies to pupil activity programs “affiliated with” the school district.***

This requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under immediate supervision and direction of certificated personnel pursuant to Education Code 35021 (Education Code 49024)

(cf. 4127/4227/4327 – Temporary Athletic Team Coaches)

2. The Superintendent or designee shall not assign any person required to register as a sex offender pursuant to Penal Code 290 as a volunteer who assists certificated personnel in the performance of their duties; supervises students during lunch, breakfast, or other nutritional period; or serves as a nonteaching aide to perform non-instructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349, Penal Code 290.95)

The Superintendent or designee may require all volunteers to disclose their status as a registered sex offender and/or provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

No volunteer shall be assigned to supervise or instruct students unless he/she submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Volunteers who test negative shall thereafter be required to take a tuberculosis test every four years in accordance with Education Code 49406. (Education Code 45106, 45347, 45349, 49406)

(cf. 4112.4/4212.4/4312.4 – Health Examinations)

7. POLICY DEVELOPMENT AND REVIEW

7.4 Approval of Revisions to Board Policy 4020, Drug Free Workplace

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources reviews selected board policies and administrative regulations as result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations. BP 4020 Drug-Free Workplace was last updated in 1994.

CURRENT CONSIDERATIONS: Government Code 8350-8357 and 41 USC 701-707 mandates state and federal grant recipients to adopt a drug-free workplace program. The updated policy reflects minor language changes and references regarding school workplace, hours, and school related activities.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to BP 4020 as presented.

Personnel

Drug-Free Workplace

The Governing Board seeks to maintain a drug-free workplace by ensuring that all employees are free from the effects of drug use during working hours and that drugs are not permitted on district premises. A drug-free workplace is essential to maintaining the safety and efficiency of school and district operations, and the health and safety of employees, students, and the public.

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in **21 USC 81 at any school** ~~the Controlled Substances Act and Code of Federal Regulations before, during or after school hours at school or in any other district workplace.~~ ***These prohibitions apply before, during and after school hours. A school district workplace is any place where school district work is performed, any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school sponsored or school-approved activity or function where students under the district's jurisdiction; or during an period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.***

(cf. 4112-41/4212.41/4312.41 – Employee Drug Testing)

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

The Superintendent or designee shall:

1. Publish and give to each employee a notification of the above prohibitions. The notification shall specify the actions that will be taken against employees who violate these prohibitions. The notification shall also state that as a condition of employment, the employee will abide by the terms of this policy and notify the employer, within five days, of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace.

For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both,

by any judicial body charged to determine violations of federal or state criminal drug or alcohol statutes.

2. Establish a drug and alcohol-free awareness program to inform employees about:

- a. The dangers of drug and alcohol abuse in the workplace.
- b. The district policy of maintaining drug and alcohol-free workplaces.
- c. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and
- d. The penalties that may be imposed on employees for drug and alcohol abuse violations.

3. Notify the appropriate federal granting or contracting agencies within ten days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace.

4. Initiate disciplinary action within 30 days after receiving notice of a conviction for a violation in the workplace from an employee or otherwise. Such action shall be consistent with state and federal law, the appropriate employment contract, the applicable collective bargaining agreement, and district policy and practices.

5. Make a good faith effort to continue maintaining a drug and alcohol-free workplace through implementation of Board policy.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

(cf. 4117.4 - Dismissal)

(cf. 4118/4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4159 - Employee Assistance Programs)

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense

44425 Conviction of controlled substance offenses as grounds for revocation of credential

44836 Employment of certificated persons convicted of controlled substance offenses

44940 Compulsory leave of absence for certificated persons

44940.5 Procedures when employees are placed on compulsory leave of absence

45123 Employment after conviction of controlled substance offense

45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

8350-8357 Drug-free workplace

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

812 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

701-707 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 Schedule of controlled substances

Policy ***Proposed***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Adopted: ~~August 18, 1994~~ **8-19-10** Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Marla Cosner
History/Music – Mesquite
Effective 8-20-10

Sheena Shuck Krabbe
Math – Burroughs
Effective 8-20-10

Spencer Richards
Resource Specialist – Burroughs
Effective for 2010-11 school year

Substitute Teachers for 2010-11 year
Lauren DaSilva
Kevin Hill
Joshua Jones

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Rebecca Jarrett
3 ½ hr. Food Service Assistant I – Gateway Elementary
And 1 ½ hr. Food Service Assistant I – Gateway Elementary
Effective 08-01-10

Daniel LeRoy
8 hr. Auto/Diesel Mechanic II – Transportation
Effective 08-02-10

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Ingrid Carroll
1 ½ hr. Noon Duty Supervisor – Richmond Elementary
Effective 08-24-10

Rachael Clayson
6 hr. Library Specialist – Pierce Elementary
Effective 08-16-10

Laurie Luster
5 ½ hr. Paraprofessional – Inyokern Elementary
Effective 08-24-10

Amanda Sater
6 hr. Library Specialist – Richmond Elementary
Effective 08-16-10

Classified Substitutes 2010-11 school year
Seydi Orellana
Randall Porter
John Trigg
Brandon Uetz

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS

Deana Anderson

Add: ½ hr. A.M. Noon Duty Supervisor – Inyokern Elementary

Effective 08-24-10

Jeffrey Janson

From: 8 hr. Auto/Diesel Mechanic II – Transportation

To: 8 hr. Lead Mechanic – Transportation

Effective 07-01-10

9. GENERAL ADMINISTRATION

9.1 Authorization for Board Member Travel

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2010-11 travel budget for the board was reviewed, discussed and approved as part of the June 17, 2010 district budget submittal.

CURRENT CONSIDERATIONS: Ms. Amy Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Washington, DC on September 18-22, 2010 to attend the NAFIS Fall 2010 Conference. Cost of travel is estimated as follows:

| | |
|--------------------------------------|------------|
| Conference registration | \$ 525.00 |
| Air Fare | \$ 424.00 |
| Hotel (4 nights @ \$280.53 inc. tax) | \$1122.10 |
| Meals (4 days @ \$50 per day) | \$ 200.00 |
| Miscellaneous | \$ 50.00 |
| Estimated total cost of travel | \$2,321.10 |

FINANCIAL IMPLICATIONS: The travel budget for the Board for 2010-11 is \$18,700.00. To date, \$0 has been spent however; approximately \$10,000 has been approved for the annual CSBA conference

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel and determine if it wishes to authorize this travel activity.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues
(Goal #3)

BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district’s Measure “A” and other construction efforts.

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

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

10. CONSTRUCTION ADMINISTRATION

10.2 Notice of Completion for Faller Elementary School

BACKGROUND INFORMATION: Notice of Completion for the modernization work performed at Faller Elementary School by Barnhart Balfour Beatty, Inc. The work performed in installing new portable classrooms and restroom (DSA Application # 03-112295), reconfiguration of the existing parking lots (A# 03-111594), modernization of existing buildings (A# 03-111211), and placement of the new State Preschool (A# 03-112893) meets all required DSA building codes, has been installed according to the architectural plans and specifications, and meets the standards of the Sierra Sands Unified School District.

CURRENT CONSIDERATIONS: The final step for completion of this project is to file a Notice of Completion, per Government Code 6103, which declares the contract complete. This process requires Board approval. Once approved by the Board, the document is filed with the County of Kern and the Division of the State Architect.

FINANCIAL IMPLICATION: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board approve the Notice of Completion for the modernization work performed by Barnhart Balfour Beatty, Inc. at Faller Elementary School as presented.

RECORDING REQUESTED BY;

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 W. FELSPAR AVE.
RIDGECREST CA 93555

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the Board of Education of **SIERRA SANDS UNIFIED SCHOOL DISTRICT** of Kern County hereinafter called DISTRICT, of 113 W. Felspar Ave., Ridgecrest California, that as owner of property hereinafter described. The DISTRICT

on or about the 3rd day of November, 2008 duly entered in a

contract with Barnhart-Heery, Inc. (Barnhart Balfour Beatty, Inc.)

of the City of San Diego, CA

for the work of modernization construction

at the Faller Elementary School

located at 1500 Upjohn Ave. Ridgecrest, CA 93555

that the Travelers Casualty and Surety Company of America 105164981

Fidelity and Deposit Company of Maryland 8945651

Liberty Mutual Insurance Company 016038407

Federal Insurance Company 82153352

Address: Willis Insurance Services of Georgia, Inc.

Attn: Patty Mills, Attorney in Fact

One Glenlake Parkway, 11th Floor

Atlanta, GA 30328

are the surety(s) under the contract bonds furnished with the contract. The Work in the contract has been completed on the 5th day of August 2010, and accepted by the SSUSD board of Education on the 19th day of August 2010.

NOTICE OF COMPLETION (continued)
Faller Elementary School

I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read the foregoing Notice of Completion and certify that the same is true of my knowledge.

I declare that under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Signature

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of Contract for Asbestos Abatement at Las Flores Elementary School

BACKGROUND INFORMATION: As part of the Siemens remediation work for Las Flores Elementary School, abatement of asbestos containing materials needs to be conducted to enable the remediation work to proceed. Based on the environmental report produced for this campus by CF Environmental, the bid procedure has been followed, notifying qualified contractors on the district vendor list of RFP# 211-003 requesting abatement pricing for the scope of work identified in the Request For Proposal, and a mandatory job walk

CURRENT CONSIDERATIONS: Abatement of hazardous materials must be conducted as part of the Siemens remediation work at Las Flores Elementary School. Bidding procedures have been followed to select the lowest responsive bidder for the identified work. Five companies on the district vendor list were contacted and three vendors attended the mandatory job walk. Two vendors submitted bids. Abateco provided the lowest responsive bid for this work at \$38,000. Under the original performance agreement with Siemens, the district is responsible for any abatement of hazardous materials.

FINANCIAL IMPLICATION: The scope of work for the abatement required at Las Flores to facilitate the Siemens remediation work is \$38,000. The funding source will be Measure "A" funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board award the contract for asbestos abatement at Las Flores Elementary School to Abateco of Bakersfield as presented.

12. CONSENT CALENDAR

12.1 Approval of Contract with School Wise Press for Production of School Accountability Report Cards (SARC) (Goal #4)

BACKGROUND INFORMATION: Since November 1988, state law has required all public schools receiving state funding to prepare and distribute a School Accountability Report Card (SARC). A similar requirement is also contained in the federal No Child Left Behind Act. The purpose of the report card is to provide parents and the community with important information about each public school.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District has contracted with School Wise Press since 2001-02 for the production of the School Accountability Report Cards. The report card provides background information about the school and its students. The report card summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all of the following: demographic data, school safety and climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, and fiscal and expenditure data. In addition, NCLB requires that SARCs contain reports concerning the "adequate yearly progress" of students in achieving state academic achievement standards, Title 1 Program Improvement, graduation rates at the secondary level, and starting with the SARCs to be published in 2004-05, the extent to which 'highly qualified' teachers are teaching core academic subjects. School Wise Press publishes a full-length SARC online in English. In addition, the district will receive a two-page summary accountability report card in English, and Spanish where applicable, for each student enrolled in district schools. As approved by the State Board of Education in May 2005, this report publishes information regarding the Williams Act. All reports are posted on the Sierra Sands website for review.

FINANCIAL IMPLICATIONS: School Wise Press offers a discount for signing a three year contract. The cost for each year of this product is \$12,961, \$14,486, and \$15,248. A one year contract is \$15,248. A three year contract can be terminated in the event the SARC is no longer required. The product includes printing, license for digital documents, and Spanish translation. The purchase of the School Wise Press School Accountability Report Cards will be funded out of unrestricted money in the Curriculum and Instruction budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the district to enter into a three year contract with School Wise Press for the production of School Accountability Report Cards as presented.

CONTRACT AND LICENSE AGREEMENT FOR SCHOOL ACCOUNTABILITY REPORTS AND INFORMATION SOFTWARE

This Contract and License Agreement (the "**Agreement**") is made on this 10th day of May, 2010 ("the Effective Date") between Publishing 20/20, Inc., doing business as School Wise Press, 385 Ashton Avenue, Suite 200, San Francisco, CA 94112 ("**SWP**") and the **Sierra Sands Unified School District**, 113 W Felspar Ave, Ridgecrest, CA 93555 ("**SSUSD**").

RECITALS

WHEREAS **SWP** has certain proprietary software and information technology that allows it to develop and publish School Accountability Reports ("**REPORTS**") and certain other information; and

WHEREAS **SSUSD** desires for **SWP** to gather information from **SSUSD** and other state information sources, compile, interpret, edit and proofread the information and produce **REPORTS** for the **SSUSD**;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE PRODUCTS AND SERVICES

- 1.1 **Scope of Agreement.** This Agreement is to cover eleven (11) school which is **SSUSD**, described in Exhibit A.
- 1.2 **Products.** By using proprietary software to gather certain information and incorporating statistical compilations, copyediting principals' text, document management, and hosting of digital documents, **SWP** will produce in the format(s) described in Exhibit C the following products (the "Products"):
 - (a) **Digital Versions** of the **REPORTS** for the 2009–2010, 2010–2011, and 2011–2010 school years for online viewing (the "Electronic **REPORTS**") as described more fully in Exhibit C of this Agreement.
- 1.3 **Services.** **SWP** services include providing its proprietary internet accessible software for data gathering (including providing a limited license for the **SSUSD** to use such software to input its information) and then performing the following: (a) statistical compilations; (b) copyediting and proofreading principals' writing, and writing interpretive text and explanations of the data's meaning; (c) design, including data visualizations of key factors; (d) typography and page composition; (e) document engineering, including construction of hypertext links between documents and external web-based resources; (f) provision of online data gathering tools to help the client collect and submit school-level data to **SWP**; (g) hosting of the digital documents on our computers; and (h) Spanish translation services. (together, the "Services"). Services shall not include storing client's records or acting as the custodian thereof.

ARTICLE TWO FEES AND TERMS

- 2.1 **Initial Product Fees.** The total fee for the Products and Services specified under this Agreement is forty-two thousand, six hundred ninety-five dollars (\$42,695 U.S.)(the "Product Fees") over three (3) years, broken down as follows:
 - (a) **REPORTS** for the 2009–2010 school year (\$12,961 for the first of three years):
 - (i) **Licensing proprietary software** to gather information: \$0
 - (ii) **Basic REPORT** services (including editorial, data compiling and packaging fees): \$5,925
 - (iii) **Electronic REPORTS** (license to display online): \$5,926
 - (iv) **Spanish translation and desktop publishing of REPORTS**, except for the translation of Narrative to be provided by **SSUSD** as described in Article 3.2(a): \$1,110
 - (b) **REPORTS** for the 2010–2011 school year (\$14,486 for the second of three years):

Contract and License Agreement for the Sierra Sands Unified School District

- (i) **Licensing proprietary software** to gather information: \$0
 - (ii) **Basic REPORT** services (including editorial, data compiling and packaging fees): \$6,688
 - (iii) **Electronic REPORTS** (license to display online): \$6,688
 - (iv) **Spanish translation and desktop publishing of REPORTS**, except for the translation of Narrative to be provided by **SSUSD** as described in Article 3.2(a): \$1,110
- (c) **REPORTS** for the 2011-2012 school year (\$15,248 for the third of three years):
- (i) **Licensing proprietary software** to gather information: \$0
 - (ii) **Basic REPORT** services (including editorial, data compiling and packaging fees): \$7,069
 - (iii) **Electronic REPORTS** (license to display online): \$7,069
 - (iv) **Spanish translation and desktop publishing of REPORTS**, except for the translation of Narrative to be provided by **SSUSD** as described in Article 3.2(a): \$1,110

All Product Fees shall be for the gathering of information and production for the form of report attached hereto as Exhibit C and are pursuant to California Education Code Section 33126 as of the Effective Date of this contract. In the event of a change of law or policy that becomes effective after the Effective Date, with the result that the cost to SWP to produce the **REPORTS** materially increases or decreases in the sole judgment of **SWP**, **SWP** will recalculate the Product Fees and give notice to **SSUSD** of the recalculated Product Fees.

In the event of a change of law that eliminates all requirements for the **REPORTS**, as defined by California Education Code Section 33126 and Public Law 107-110 Section 1111, **SSUSD** may terminate this Agreement by providing written notice to **SWP**. All Product Fees invoiced by **SWP** as of the date that **SWP** receives the written termination notice from **SSUSD** will be due immediately.

2.2 Change-order Fees. Change-order fees shall be charged at the costs set forth herein.

2.3 Payment Terms.

- (a) Within 30 days of the Effective Date, **SWP** will issue an invoice to **SSUSD** for one half of the total fee for the first year, payable within 30 days of issuance. For each subsequent year, **SWP** will issue an invoice to **SSUSD** for one half of that year's fee within 30 days of July 1 of that year.
- (b) Within 60 days of the Effective Date, or on delivery of first galleys (whichever comes first), **SWP** will issue an invoice to **SSUSD** for one quarter of the total fee for the first year, payable within 30 days of issuance. For each subsequent year, **SWP** will issue an invoice to **SSUSD** for one quarter of that year's fee within 30 days of July 1 of that year, or on delivery of first galleys (whichever comes first).
- (c) Within 120 days of the Effective Date, or upon the delivery (whichever comes first) of the completed full-length Electronic **REPORTS** to the **SSUSD**, **SWP** will issue an invoice for the final one quarter of the total fee for the first year, payable within 30 days of issuance. For each subsequent year, **SWP** will issue an invoice for the final one quarter of that year's fee within 120 days of July 1 of that year, or on delivery (whichever comes first) of the completed full-length Electronic **REPORTS** to the **SSUSD**.
- (d) All change-order fees are due and payable by **SSUSD** upon the receipt of an invoice from **SWP**.
- (e) If payment is not received by **SWP** within 45 days of invoice date, **SWP** will impose an interest charge of 0.041 percent per calendar day (non-compounded) for the balance outstanding. This charge will be calculated daily until the payment date, which is the day that a check arrives at the **SWP** office, or three days after its postmarked date, whichever is closer to the date of issue of the relevant invoice.
- (f) All change-order fees are due and payable by **SSUSD** upon the receipt of an invoice from **SWP**.

ARTICLE THREE PRODUCTION AND DELIVERY

Contract and License Agreement for the Sierra Sands Unified School District

- 3.1 SWP Data.** SWP shall provide data for the following items, sourced from the California Department of Education ("CDE"), which in turn is based on **SSUSD's** prior data submissions to the CDE. If **SSUSD's** data is not correct, **SWP** shall charge for corrections on a time-and-materials basis at the rate of \$40/hour.
- (a) California Standards Test data and CAT/6 test data
 - (b) High school exit exam data (high schools only)
 - (c) API data
 - (d) AYP data
 - (e) Program Improvement data
 - (f) SAT college entrance exam data (high schools only)
 - (g) AP course taking (high schools only)
 - (h) AP course availability (high schools only)
 - (i) A-G requirements satisfied (high schools only)
 - (j) Dropout and graduation rate data (high schools only)
 - (k) Students' English language skills
 - (l) Home languages of students learning English
 - (m) Student enrollment and ethnicity
 - (n) Family income and education
 - (o) Average class sizes
 - (p) Physical fitness
 - (q) Teacher credentials
 - (r) Teacher education
 - (s) Teachers not yet highly qualified
 - (t) Teachers working out of field
 - (u) Specialized resource staff
 - (v) Computers and internet-accessible computers
 - (w) District expenditures
 - (x) District salaries
- 3.2 District Data.** **SSUSD** shall provide narrative and data in a format specified by **SWP** within thirty (30) days of the Effective Date (the "School Data"). **SSUSD** district and site specific data shall include:
- (a) Principals' narrative comments in English and in Spanish, in the format SWP provides to **SSUSD** upon or prior to the execution of this Agreement (the "Narrative"). Text provided in other formats or requiring retyping shall be corrected at a time-and-materials rate of \$40/hour.
 - (b) Other measures of student achievement
 - (c) Parent involvement facts
 - (d) Suspension and expulsion data
 - (e) Textbook factors: sufficiency, recency, whether they are standards-aligned
 - (f) Facilities factors: counts of permanent and portable structures, evaluation of the condition of school buildings, count of maximum carrying capacity of school buildings, whether buildings and playgrounds are in good repair
 - (g) Teacher factors: misassignments and vacancies,
 - (h) Science labs in high schools: adequacy and sufficiency

Contract and License Agreement for the Sierra Sands Unified School District

- (i) School site level teacher compensation and site-wide expenditures
- (j) Career-technical facts for high schools
- (k) Crimes committed at middle and high schools
- (l) High school completion rates for high schools

SWP shall add principal comments and **SSUSD** data into the Products using the format shown in Exhibit C. However, if **SWP** has reason to believe that the principal's comments or data is not accurate (a "Data Discrepancy"), the parties shall follow procedures set forth in Section 8.11 hereof.

3.3 Revisions.

- (a) **SSUSD** is entitled only to minor revisions of the Narrative at the first galley stage. A minor revision is under 4 percent of the total word count of the Narrative. If **SSUSD** wishes to rewrite principals' narrative at the first-galley stage, this will be considered a "Change Order," and will be charged at the rate of \$40/hour.
- (b) **SSUSD** requests for revisions to **SWP**'s report writing will be considered a Change Order and quoted on a time-and-materials basis at the rate of \$65/hour. **SWP** will provide **SSUSD** with an estimate of charges and any authorization to proceed with the changes (whether by email, phone, etc.) shall be considered an acceptable approval. **SWP** reserves the right to approve or decline these requests.
- (c) The **SWP** styleguide and Chicago Manual of Style will be applied to the English versions of all principals' writing. Variations from the **SWP** styleguide, the **SWP** Spanish styleguide, or the Chicago Manual of Style will be considered to be outside the scope of this contract. Any requests for such variation will be considered a Change Order, and charged at the rate of \$40/hour.
- (d) In the event that **SSUSD** requests revisions to data, **SWP** will require documentation justifying and supporting those revisions. In the absence of sufficient documentation, **SWP** will have the right to leave the data as is, to mark it as "under review" or mark it as "awaiting correction." If **SWP** errs in reporting any of the data elements set forth in Section 3.1 hereof, **SWP** will make the corrections promptly, and at its expense. If **SSUSD** has erred in reporting data, and requests that it be revised, these will be considered to be "Change-orders," and be billable at a time-and-materials rate of \$40/hour.
- (e) If the CDE posts corrected data after **SWP** publishes a Report for **SSUSD**, **SSUSD** may, at its discretion, request that **SWP** incorporate the more current and corrected data. **SWP** is entitled to charge time-and-materials at \$65/hour for this update service.
- (f) If the laws or policies governing accountability reporting are revised subsequent to the signing of this contract, any revisions to the existing reporting requirements will be considered to be change-orders. Those change-orders will be quoted as necessity dictates, based on time, materials and overhead. The client may then elect to have the reports revised at their discretion.

3.4 Williams Report Services. As part of the proprietary software provided by **SSUSD** herein, **SWP** shall provide a module for data gathering, data management and reporting (the "Module") that gathers information required to report four factors (teachers, textbooks, facilities, science labs) required under the Williams Legislation and now subsumed under Education Code Section 33126. It is **SSUSD**'s responsibility to input the appropriate information using this Module, and elect to "publish" the materials. It is **SSUSD**'s sole responsibility to ensure that reporting deadlines are met. **SWP**'s obligations are limited to providing the data gathering tools and publishing the information within 24 hours once the **SSUSD** elects to "publish" the information.

3.5 SSUSD Liaison. Within fifteen days after the Effective Date, the **SSUSD** shall designate a liaison contact who will convey information between **SWP** and the **SSUSD** and **SSUSD**'s school principals (the "Liaison"). The Liaison shall have authority to sign-off to galley proofs, and review and approve data prior to publication. In the event that the **SSUSD** Liaison fails to sign off on galley proofs, and review and approve data within a

Contract and License Agreement for the Sierra Sands Unified School District

reasonable amount of time after request therefor, but in no event within 30 days of such request, **SWP** shall have the right to proceed with publication without signoff.

- 3.6 **Galley Proofs and Sign Off.** **SWP** shall provide **SSUSD** with a first galley set of proofs. Within 15 days after receipt of **SSUSD**'s corrections or notations on the set of first galley proofs, **SWP** will make the corrections and provide **SSUSD** with the final Electronic **REPORTS** (the "ER Delivery Date"). Should the **SSUSD** request additional corrections or require additional proofs, **SWP** will prepare them on a time and materials basis at the rate of \$40/hour. **SSUSD** has sole responsibility for approving contents of all Reports.

ARTICLE FOUR ELECTRONIC REPORTS

- 4.1 **Licensed Products.** The Electronic **REPORTS**, including any files, software, database or documentation related thereto are a licensed product and may only be used pursuant to the terms in this Article Four and the other terms and conditions of this Agreement, and **SWP** reserves any rights not expressly granted. A license to one school district is restricted to that district.
- 4.2 **Grant of License.** **SWP** hereby grants the **SSUSD**, a nonexclusive, nontransferable, nonassignable license (the "Electronic License") to display online the electronic **REPORTS** pursuant to the format described in Exhibit C, for a twelve (12) month period, beginning on the ER Delivery Date and terminating 365 days thereafter.
- 4.3 **Hosting of Electronic REPORTS.** **SWP** will provide a table-of-contents web page which includes links to all school reports covered by the scope of this agreement. The hosting service will also include editorial matter that further explains the factors included in the **REPORT**, and provide links. This page will be accessible to the public by link(s) from the district's website to the URL (universal resource locator) provided by **SWP**. **SSUSD** agrees to create a link(s) from the district's website to the table-of-contents web page **SWP** will create.
- 4.4 **Printing of Electronic REPORTS.** **SSUSD** has the right under this License to print copies of the Electronic **REPORTS** from desktop computers or other devices.
- 4.5 **Termination of License.** **SSUSD** agrees that the Electronic License terminates 365 days after the ER Delivery Date and further agrees that it will not continue to use the Electronic **REPORTS** beyond this time period, without the prior written permission of **SWP**, which permission may be granted or withheld at **SWP**'s sole discretion.

ARTICLE FIVE PROPRIETARY INFORMATION, TRADEMARKS AND CONFIDENTIALITY

- 5.1 **Proprietary Information.** Except as expressly set forth herein, all right, title and interest in the **REPORTS**, but not including any public domain data or **SSUSD** created material in versions of **SWP**'s Products, belongs to **SWP** (the "Proprietary Information"). **SSUSD** will not, by virtue of this Agreement, acquire any ownership interest in the Proprietary Information.
- 5.2 **No Derivative Works.** **SSUSD** agrees not to modify, adapt, translate, rent, loan, sell for profit, or create derivative works based upon the Proprietary Information.
- 5.3 **Identification of SWP.** If the **SSUSD** reproduces or distributes any Proprietary Information in accordance with the terms of this Agreement, the **SSUSD** must identify **SWP** as the source of such information.
- 5.4 **SWP Trademarks.**
- (a) Subject to the terms and conditions of this Agreement, **SWP** hereby grants to the **SSUSD**, a non-exclusive, non-transferable license to use the **SWP** Trademarks identified on Exhibit B attached hereto (the "Trademarks") in connection with the promotion and distribution of the **REPORTS**, and for no other purpose. **SSUSD** shall not use any trademark other than an **SWP** trademark without the written consent of **SWP** to identify the **REPORTS**.

Contract and License Agreement for the Sierra Sands Unified School District

- (b) **SSUSD** acknowledges the great value of the goodwill associated with the **SWP** Trademarks and acknowledges it shall not assert any claim of ownership to the **SWP** Trademarks, or otherwise interfere with **SWP**'s sole and exclusive rights to the **SWP** Trademarks. All goodwill from the use of **SWP** Trademarks by **SSUSD**'s website shall inure to the benefit of **SWP** and the **SSUSD** shall not take any action in derogation of any of the rights of **SWP** in the **SWP** Trademarks. The **SSUSD** shall not, during the term of this Agreement or after termination of this Agreement use, register, or attempt to register with any agency or in any jurisdiction any of the **SWP** Trademarks or any mark confusingly similar therewith and hereby assigns **SWP** any registration obtained in violation of this section.

- 5.5 **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means: software, know-how, trade secrets, designs, plans, drawings, specifications, documentation, manuals, services, and other information of every kind and description heretofore disclosed by a party to the other party, except anything designated as not confidential.
- 5.6 **Nondisclosure of Confidential Information.** The receiving party of Confidential information shall: (a) not disclose the Confidential Information to any third party without the prior written consent of the other party; and (b) treat the Confidential Information with the same level of care that it affords its own Confidential Information, but in no event less than a reasonable level of care.

ARTICLE SIX

REPRESENTATIONS AND WARRANTIES AND LIMITATION OF LIABILITY

- 6.1 **Authorization.** Each party represents and warrants the following:
 - (a) the party's execution, delivery and performance of this Agreement:
 - (i) has been authorized by all necessary corporate action;
 - (ii) does not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any material agreement to which the party may be subject; and
 - (iii) is not subject to the consent or approval of any third party.
 - (b) this Agreement is the valid and binding obligation of the representing party enforceable against such party in accordance with its terms; and
 - (c) such party is not subject to any pending or threatened litigation or government action which could interfere with such party's performance of its obligations hereunder.
- 6.2 **SWP Limited Warranty.**
 - (a) **SWP** warrants that the Products will be based upon data sourced to the California Department of Education ("CDE") and the California Post-Secondary Education Commission (the "California Data") and the School Data. **SWP** shall use best efforts to ensure the Product's accuracy, but assumes no responsibility for the accuracy of the California Data or the School Data.
 - (b) **SWP** does not warrant that the Products will be error-free. In the event that **SWP** staff created errors in presenting, transforming, or interpreting data, **SWP** will correct those errors at its own expense. **SWP** will make all reasonable efforts to correct any errors discovered by the **SSUSD** within forty-eight (48) business hours of the errors being reported to **SWP** and confirmed as incorrect. **SSUSD** assumes full responsibility to take adequate precautions against damage to its business that could arise from such errors.
- 6.3 **No Fitness/Merchantability Warranty.** THE WARRANTIES CONTAINED IN THIS ARTICLE 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.4 **Limitation of Liability.**
 - (a) **SWP**'s liability for any breach of this Agreement, including any liability for consequential loss or damages that **SSUSD** may suffer or incur, shall be limited to the following, as **SWP** may at its sole discretion elect:

Contract and License Agreement for the Sierra Sands Unified School District

- (i) resupply the Products; or
 - (ii) reimbursement for the Product Fees set forth in Section 2.1 of this Agreement.
- (b) Under no circumstances shall **SWP** be liable for any indirect, consequential, incidental, special or punitive damages (including without limitation damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising from any breach or failure by **SWP** of its obligations under this Agreement even if **SWP** has been notified of the possibility of such damage arising. In any event, the liability of **SWP** under this Agreement, whether for negligence, breach of contract, breach of warranty or otherwise shall, in aggregate, not exceed the sum of the amounts paid to **SWP** by **SSUSD** pursuant to this Agreement.

ARTICLE SEVEN DEFAULT AND TERMINATION

7.1 **SSUSD Default.** If **SSUSD** defaults on its obligations to **SWP** hereunder by:

- (a) Failing to make the payments provided for in Section 2.3(a) and 2.3(b) within 60 days of the date due, then **SWP** may discontinue work hereunder, may terminate this Agreement and retain any fees collected to date.
- (b) Failing to provide any of the information (text or data) required hereunder within a timely manner, **SWP** may, at its sole discretion elect any of the following, in which case all amounts due hereunder shall be immediately due and payable and **SWP** shall have no further obligation hereunder.
 - (i) Complete all remaining reports to the best of its ability, and publish those reports on the client's behalf;
 - (ii) Mark those reports as "interim" or "incomplete" or "annual reports" to distinguish them from fully completed Reports as defined by law and CDE policy; or
 - (iii) Establish a reasonable cut-off date beyond which no further materials will be accepted to be included in the **REPORTS** covered by this contract. **SWP's** current policy is to set this cut-off date at July 1 of the school year following the reporting cycle.
 - (iv) Post "interim" or "first release" documents in lieu of the completed **REPORTS**, and charge a posting fee of \$40 per document for this service to cover time and materials.
- (c) Taking any action in violation of Article 5, then **SWP** may terminate the contract and **SWP** shall be immediately entitled to the full amount of fees set forth in Section 2.1 and have no further obligations hereunder.

7.2 **SWP Default.** If **SWP** defaults on its obligations hereunder, **SSUSD** will be entitled to a refund of its fees, proportional to the number of schools' **REPORTS** **SWP** failed to deliver (if **SWP** fails to produce a school's report), or the proportion of data items it failed to produce (if **SWP** fails to produce a discrete portion of each schools' report). If **SSUSD** has not paid any fees, or if **SWP** has not deposited any payments made by **SSUSD**, **SWP** is free to resign from the contract without penalty, and must return any materials to **SSUSD** they have provided.

7.3 **Survival.** The following rights and obligations survive any expiration or termination of this Agreement:

- (a) **SSUSD's** obligation to pay and **SWP's** right to receive payments in accordance with this Agreement;
- (b) The obligations set forth in Article 5 of this Agreement; and
- (c) The provisions of Article 8 of this Agreement.

Contract and License Agreement for the Sierra Sands Unified School District

ARTICLE EIGHT MISCELLANEOUS

- 8.1 **All Amendments in Writing.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.
- 8.2 **No Joint Venture.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, joint venture, partnership or fiduciary relationship between the parties and neither party shall have the right or authority to act for or on behalf of the other party.
- 8.3 **Prompt Execution.** Each party shall promptly execute all documents and do all things that the other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.
- 8.4 **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier, and shall be deemed given upon receipt.
- 8.5 **Acts of God.** SWP's performance of this Agreement or any obligation hereunder is prevented or delayed by causes beyond its reasonable control, including, but not limited to, fire, explosion, vandalism, storm, strikes, labor disputes, wars, national emergencies, lockout, work stoppages or other labor difficulties, supplier failures, breaches or delays, failures and down times of utilities and telecommunications equipment or computer down times, then SWP shall be excused from such performance.
- 8.6 **No Assignment.** Neither party may assign or otherwise dispose of its interests arising under this Agreement without first obtaining the written consent of the other party, except that SWP shall be entitled to assign its interests hereunder to any party that acquires the majority of stock or assets of Publishing 20/20, Inc.
- 8.7 **No Waiver.** No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.
- 8.8 **Headings.** The headings of Articles and Sections herein are included solely for convenience, and if there is any conflict between such headings and the text of the Agreement, the text shall control.
- 8.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.
- 8.10 **Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the other provisions of this Agreement will remain in full force and effect.
- 8.11 **Data Discrepancy.** In the event of a Data Discrepancy where the parties cannot agree, the matter shall be referred to a neutral third party for resolution. The parties shall use best efforts to promptly present information in a logical and informed manner to the third party so that a prompt resolution can be reached. The party whose data is in error shall bear the cost of such third party review. If parties cannot reach a prompt agreement on the Data Discrepancy, SWP may publish the information with the caveat of "pending" or "under investigation".
- 8.12 **Governing Law.** This Agreement is governed by and is to be construed in accordance with the laws in force in the State of California.

Contract and License Agreement for the Sierra Sands Unified School District

8.13 Attorneys' Fees. The prevailing party in any legal proceeding brought by one party against the other party and arising out of or in connection with this Agreement shall be entitled to recover its legal expenses, including costs and reasonable attorneys' fees.

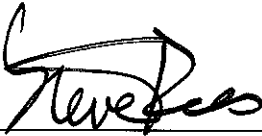
8.14 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations, warranties, memorandum or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and are of no force or effect whatever and no party will be liable to any other party in respect of those matters. No oral explanation or information provided by either party to the other:

- (i) affects the meaning or interpretation of this Agreement; or
- (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

EXECUTED as an agreement on the date first herein written.

For Publishing 20/20
(DBA School Wise Press)

Sierra Sands Unified School District




Signature

Steve Rees

Steve Rees, President School Wise Press

5/13/2010

Date



Signature

Shirley Kennedy, Assistant Superintendent

Name of Signatory, Title (printed)

7-29-10

Date

Contract and License Agreement for the Sierra Sands Unified School District

EXHIBIT A: LIST OF SCHOOLS INCLUDED WITHIN THIS AGREEMENT

1. Faller Elementary
2. Gateway Elementary
3. Inyokern Elementary
4. Las Flores Elementary
5. Pierce Elementary
6. Rand Elementary
7. Richmond Elementary
8. Monroe (James) Middle
9. Murray Middle
10. Burroughs High
11. Mesquite Continuation High

Contract and License Agreement for the Sierra Sands Unified School District

EXHIBIT B: SWP LOGOS AND TRADEMARKS

(A) SWP “Owl” logo



(B) SWP trademark, always appears in the “Lithos” typeface, in no less than an 8 point font size.

“SCHOOL WISE PRESS”

Contract and License Agreement for the Sierra Sands Unified School District

EXHIBIT C: FORMATS

Electronic REPORTS are exact digital facsimiles of the printed **REPORTS**, and will be delivered in Adobe Acrobat PDF format, suitable for on-line viewing. All Electronic **REPORTS** are subject to the License Agreement of this Agreement.

| TYPE | Format | Links To: | Language Version(s) | Number of Schools |
|--|---|--|---------------------|--------------------------|
| Fact Sheet | Equivalent of one (1) page (8.5 x 14) in length, in digital file format (PDF). One digital PDF file is provided for each school for each language version ordered. Full color used in data visualizations selectively. | SSUSD website | English Spanish | 11 schools 11 schools |
| Enhanced, Full-Length REPORT Document | Equivalent of 15 to 20 letter-size pages in length, SSUSD 's logo and data visualizations appear in full color | SSUSD web site | English Spanish | 11 schools 1 school |
| Williams Report | Web-accessible HTML pages, both for data entry and reporting purposes | No links included | English Spanish | 11 schools 1 school |
| Hosting | Web-accessible HTML page with links encoded | All reports named above and SSUSD website | N/A | 11 schools |

Contract and License Agreement for the Sierra Sands Unified School District

SWP REPORTS Sample Documents and Description Summaries

Printed **REPORTS** versions are attached to this Agreement. WebLinks are provided to the Electronic **REPORTS** versions.

EXHIBIT C-1: Fact Sheet

1-PAGE FACT SHEET

Printed sample of the digital document: See attached sample marked "Exhibit C-1"

Electronic Sample: http://www.schoolwisepress.com/SARC/sample_PDFs/repfact.pdf

EXHIBIT C-3: Enhanced, Full-Length REPORT Report:

15-20 PAGE REPORT

Printed Sample of the digital document: See attached sample marked "Exhibit C-3"

Electronic Sample: http://www.schoolwisepress.com/SARC/sample_PDFs/repfull1.pdf

EXHIBIT C-4: Williams Reports:

Printed Samples of the HTML web pages: See attached sample marked "Exhibit C-4"

Sample Facilities Report

Sample Textbooks Report

Sample Teacher Vacancies Report

Sample Teacher Misassignments Report

Sample Science Labs Report

EXHIBIT C-5: Hosting:

Printed Samples of the HTML Table-of-Contents Page: See attached sample marked "Exhibit C-5"

12. CONSENT CALENDAR

12.2 Approval of Contract with Esther Sires to Serve as Workability I Director for the 2010-11 School Year. (Goal #2, 3)

BACKGROUND INFORMATION: The Workability Program which began in 1982 has sites in 305 local education agencies and serves all 58 California counties. The program provides comprehensive pre-employment training, employment placement and follow up for high school students in special education who are making the transition from school to work, independent living and post secondary education or training. The workability program is funded and administered by the California Department of Education.

The Workability I program at Burroughs High School was coordinated by Mrs. Esther Sires for 14 years. Mrs. Sires developed a program that is exemplary in the state. All 160 Special Education students at BHS benefit from the program, either by direct or indirect services. Mrs. Sires retired from Sierra Sands Unified School District as a Special Education teacher at the end of the 2007/08 school year and worked as the Workability Program Director in 2008-09 and 2009-10.

CURRENT CONSIDERATIONS: The SELPA wishes to contract with Mrs. Sires in the position of Program Director for the Workability I program. This will allow continuity in the program at Burroughs High School. Because Mrs. Sires is no longer a current teacher, she will be able to participate in the travel connected with the program without having a substitute teacher in the classroom. Her expertise in the area of workability has resulted in an exemplary program in the Sierra Sands Unified School District and her continuation in the role of Program Director would ensure that the Workability Program maintains the services for the special education students at Burroughs High School that have been available for the past 14 years.

FINANCIAL IMPLICATIONS: The cost of contracting with Mrs. Sires as Program Director for the Workability I program is \$ 9,600 plus travel expenses that will not exceed \$7,300, which will be paid out of workability funds. There is no cost to the general fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board give approval to contract with Mrs. Esther Sires as Program Director for the Workability I Program for the 2010-2011 school year as presented.



SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 Felspar
Ridgecrest, California 93555

CONTRACT FOR PROFESSIONAL SERVICES

Esther Sires, (Contractor), and the Sierra Sands Unified School District (District), hereby agree as follows:

1. Contractor shall provide the following professional services and all materials: WorkAbility Program Coordinator and clerical support.
2. Contractor shall complete all services no later than June 30, 2011.
3. Contractor shall hold District harmless for any loss, damage, or injury arising from the performance of service.
4. District shall compensate Contractor the total sum of \$9,600 for services as the WorkAbility Program Coordinator and clerical support and an amount not to exceed \$7,300 for WorkAbility conferences and business meetings for all services rendered.
5. District shall, within 30 days after presentation of receipts, reimburse Contractor for Travel, accomodations, and meal expenses.
6. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.

AGREED BY CONTRACTOR

Authorized Signature

Date: _____

Esther Sires

Company Name

725 Peg Street

Street Address

Ridgecrest, CA 93555

City/State/Zip

Social Security or Employer Identification Number

AGREED BY DISTRICT

Authorized Signature

Date: _____

01-6520-0-5800.00-5001-2100-709-00-000-0000 \$9,600
& 01-6520-0-5200.00-5001-2100-709-00-000-0000
\$7,300

Budget Code

79011

Requisition No.

12. CONSENT CALENDAR

12.3 Ratification of Amendment to the Superintendent's Contract

BACKGROUND INFORMATION: The board and the superintendent entered into a contract on April 20, 2005.

CURRENT CONSIDERATIONS: In consideration of the superintendent's satisfactory evaluation, it is requested that her contract be amended to read as follows:

1. TERM

The Board of Education hereby employs the Superintendent for a period of three (3) years beginning on July 1, 2010 and terminating on August 30, 2013.

2. FRINGE BENEFITS

Beginning on July 1, 2010, the Superintendent's salary shall be increased by the cost of the health benefit plan paid by the district for the Superintendent. The superintendent's salary shall be increased by the average of the increase in benefit plan costs to the other employee groups each year thereafter in addition to any salary increase granted. The Superintendent, at her sole discretion, shall be allowed to purchase any health plan offered by the district.

FINANCIAL IMPLICATIONS: The increased cost of STRS and medicare is approximately \$1506, which will be reimbursed by the superintendent through a voluntary deduction. There are no other costs associated with this change.

SUPERINTENDENT'S RECOMMENDATION: It is requested that the board ratify the amendment to the agreement with the superintendent with regard to the terms of contract as presented.

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 \$ \$951,528.01. “B” warrants totaled \$549,304.58.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of **JULY 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 | \$138,341.25 |
| End of month classified | \$234,308.65 |
| 10th of month certificated | \$330,580.16 |
| 10th of month classified | \$248,297.95 |
| Total "A" Warrants | \$951,528.01 |

"B" WARRANTS

| <u>Register Number</u> | <u>Amount</u> |
|---------------------------|---------------------|
| Batch 1 | \$70,888.73 |
| Batch 2 | \$1,631.24 |
| Batch 3 | \$3,262.48 |
| Batch 4 | \$18,000.00 |
| Batch 5 | Food Service |
| Batch 6 | \$47,142.76 |
| Batch 7 | \$49,464.27 |
| Batch 8 | \$112,488.58 |
| Batch 9 | \$51,146.07 |
| Batch 10 | \$22,972.59 |
| Batch 11 | \$12,973.11 |
| Batch 12 | \$6,118.64 |
| Batch 13 | \$3,373.94 |
| Batch 14 | \$68,247.11 |
| Batch 15 | \$34,041.44 |
| Batch 16 | \$17,074.42 |
| Batch 17 | \$25,166.81 |
| Batch 18 | \$843.88 |
| Batch 19 | Food Service |
| Batch 20 | \$4,468.51 |
| Total "B" Warrants | \$549,304.58 |