

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**May 19, 2011
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, Vice President/Clerk
Tom Pearl, President
Kurt Rockwell
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 regular and special meetings of April 21, 2011, and the special meeting of April 7, 2011.

3. PROGRAMS AND PRESENTATIONS

- 3.1 Presentation of the Sierra Sands Community Service Award to Mr. Arzell Hale
- 3.2 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers
- 3.3 Recognition of Site and District Employees of the Year

3. PROGRAMS AND PRESENTATIONS (continued)

3.4 Presentation of Service Awards to District Retirees

A brief reception in the lobby will follow these presentations to greet and congratulate award recipients and retirees.

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

- ❖ Graduation Schedule
- ❖ Eighth month Enrollment Report

5.4 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

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

7. POLICY DEVELOPMENT AND REVIEW

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

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

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8. PERSONNEL ADMINISTRATION (continued)

8.2 Classified

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

9.2 Adoption of Academic Calendar for 2012-13

9.3 Board Travel to Annual CSBA Conference

10. CONSTRUCTION ADMINISTRATION

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

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

11. BUSINESS ADMINISTRATION

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

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

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

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

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

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

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be June 16, 2011

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 07, 2011
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Scott
MEMBERS ABSENT: Rockwell
STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

2. CLOSED SESSION

2.1 The board will meet in closed session to conduct an evaluation of the superintendent

The board met in closed session and conducted an evaluation of the superintendent. No action was taken.

3. ADJOURNMENT was at 8:15 p.m.

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 21, 2011

TIME OF MEETING: 6:30 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 deferred to the beginning of the regular meeting.

MOMENT OF SILENCE was observed.

ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 Conference with Legal Counsel – Anticipated Litigation

The board met in closed session with the superintendent to discuss one case of significant exposure to potential litigation pursuant to subdivision (b) of Section 54956.9.

No action was taken in closed session.

3. ADJOURNMENT was at 6:55 p.m.

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: April 21, 2011

TIME OF MEETING: 7:00 P.M.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

MEMBERS ABSENT: Rockwell

STAFF PRESENT: Joanna Rummer, Superintendent

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with the following changes noted: Item 10.1 will be heard directly following the Gateway School presentation and the Inyo-Kern Schools Financing Authority meeting will be conducted following Item 9.2.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular, special, and concurrent meetings of March 17, 2011, and the special board meeting of April 7, 2011 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

Principal, Lisa Decker, along with teacher Lorraine Balek-Beeson, presented Gateway School's design for a multi-tiered behavioral support system using positive behavior. They shared the school's goals and implementation of this program, and the demonstrated positive results. Gateway's expectations for this positive behavior program are; Be Respectful, Be Responsible, and Be Safe.

10. CONSTRUCTION ADMINISTRATION

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

The Las Flores portable classrooms are in the process of being set, according to Mr. Auld's presentation. Inyokern School's modernization project is almost complete and the staff, students, and community are excited for their new media center. We are still continuing to work on the Siemen's issues and the electrical at Burroughs High School is proceeding as planned.

4. PUBLIC HEARING

4.1 Public Hearing for the Initial Contract Proposal for reopeners for 2011-2012 from the Desert Area Teachers Association to the Board of Education

A public hearing was opened at 7:29 p.m. Hearing no comments, the hearing was closed at 7:30 p.m.

4.2 Public Hearing for the Initial Contract Proposal for reopeners for 2011-2012 from the Board of Education to the Desert Area Teachers Association

A public hearing was open at 7:30 p.m. Hearing no comments, the hearing was closed at 7:31 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

James Monroe students have enjoyed their enrichment classes. Burroughs Drama students came to Monroe and performed a play about bullying. Students participated in a movie afternoon and also a bar-b-que. AVID student interviews are currently taking place for next year AVID classes.

Murray students are preparing for annual testing, and the ASB class is preparing goodie bags for the students. Murray held their annual Touch of Class luncheon and dance which was a great success. Murray students have performed concerts, participated in Battle of the Books, and worked hard at their Campus Pride Day.

Mesquite students are busy planning their annual Prom. They already have twenty-six students who have graduated this year. Cerro Coso counselors came to Mesquite to help students enroll in college classes

Burroughs held their student body elections as well as auditions for graduation speeches and performances. Star testing begins next week and study groups have been formed for those students preparing for AP tests. Activities coming up are Prom and the Safe Grad Night party.

5.2 Reports from Members of the Board

Amy Covert reported on a visit to meet with Congressman McCarthy. She indicated he was very supportive of funding the Impact Aid program. Mrs. Covert's name was submitted to serve on a sub-committee with NAFIS for the Low to Mid Lot districts and was selected for this group. This sub-committee represents districts such as ours that have few active military, but large civilian populations working on a military installation.

Tim Johnson attended a Principal's Coffee at Burroughs High School and was pleased with the system of incentives for discipline which has created a decline in disciplinary activity. The Gateway presentation from this evening along with what was reported at the BHS Principal's Coffee shows that the district as a whole is working hard in the area of positive behavior.

Tom Pearl thanked Dave Ostash, Principal at Burroughs High School for the luncheon and congratulated Burroughs High School on earning the California Distinguished School Award.

5.2 Reports from Members of the Board (continued)

Mr. Pearl also encouraged the community to get involved in the Safe Grad Night and shared you do not have to have a senior graduating in order to participate.

5.3 Superintendent's Report

Superintendent Rummer invited the community to attend the schools' open houses which are posted on our website and also informed the community of the open enrollment period for school choice. Mrs. Rummer read a proclamation from the City of Ridgecrest for Public Education Month supported by the Indian Wells Valley Masonic Lodge. The seventh month enrollment report showed a continued drop in enrollment.

5.4 Communications

5.5 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

6.1 Report to the Board: Title Changes for Specific High School Mathematics Courses to More Closely Align to UC/CSU Eligibility Requirements

Shirley Kennedy, Assistant Superintendent of Curriculum and Instruction presented information to the board regarding the titles for specific courses at the High School and it was determined to submit the following title changes for UC/CSU approval:

- Basic Algebra to Algebra
- Algebra CP to Honors Algebra
- Basic Geometry to Geometry
- Geometry CP to Honors Geometry

This was presented as an informational item and required no action.

6.2 Annual Review of Participation in the Regional Occupational Program (ROP)

Laura Hickle presented an annual review of the participation in the Regional Occupational Program. This item was presented as an informational item and required no action.

6.3 Approval of the Annual Budget Plan and the Annual Service Plan for 2010-2011 for the Sierra Sands SELPA

Motion passed to approve the Annual Budget Plan and the Annual Service Plan for the Sierra Sands SELPA. DIETRICHSON/COVERT

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

7. POLICY DEVELOPMENT AND REVIEW

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

8. PERSONNEL ADMINISTRATION (continued)

8.3 Adoption of Resolution #26 1011, Teacher Appreciation Week and Day of the Teacher

Motion passed to adopt Resolution #26 1011, Teacher Appreciation Week and Day of the Teacher. DIETRICHSON/COVERT

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

ABSENT: Rockwell

8.4 Adoption of Resolution #27 1011, Classified Employee Week

Motion passed to adopt Resolution #27 1011, Classified Employee Week. SCOTT/COVERT

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

ABSENT: Rockwell

8.5 Declaration of Need for Fully Qualified Teachers for the 2011-12 School Year

Motion passed to adopt the Declaration of Need for Fully Qualified Teachers for the 2011-12 school year. COVERT/DIETRICHSON

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

ABSENT: Rockwell

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: The following donations have been received; a microwave oven with a value of \$50 for Richmond School, \$250 from The Joint, for Rand School; and \$400 from Jonathan Holmes for the Burroughs baseball program. The music program at Burroughs received a donation of \$830 from the Ridgecrest Musical Enrichment Society, two sets of locking lug nuts with a value of \$28 from Reid Baker and a clarinet from Mr. Robert Harris. In addition, the following donations were received in support of the Burroughs drama program; \$330 from Garry Noel, \$50 from Robert McGowan, \$1,000 from

9. GENERAL ADMINISTRATION

9.1 Gifts to the District (continued)

Cedrick Knight, \$25 from Matt Anderson, \$1,250 from Jacobs Technology, Inc., \$250 from Matthew Smith, \$100 from Cynthia Edwards, \$300 from Melvin P. Kratz, \$550 from George Anderson, \$125 from Peter & Kathleen Konopak, \$200 from Stephen Benson, \$3,333 from the Ridgecrest Musical Enrichment Society, \$500 from Clint Freeman, \$1,700 from WACOM Thrift Shop, \$100 from Elizabeth Babcock, and \$120 from Linda Westrick. JOHNSON/COVERT

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

9. GENERAL ADMINISTRATION (continued)

9.2 Adoption of Board Meeting Calendar for the 2011-12 School Year

With the request of a board member to change the date of the July meeting from July 21, 2011 to July 14, 2011, motion passed to adopt the board meeting calendar for the 2011-12 school year as presented, including changing the July meeting date which is now scheduled for July 14, 2011. COVERT/DIETRICHSON

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

President Pearl temporarily adjourned the meeting of the Sierra Sands Unified School District board of education to open the meeting of the Inyo-Kern Schools Financing authority.

9.3 Authorization for Board Member Travel

Motion passed to authorize travel for Bill Farris who serves as a delegate for the California School Boards to attend the delegate meeting May 13, 2011, through May 15, 2011, in Sacramento. SCOTT/DIETRICHSON

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

9.4 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

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 October 1 to December 31, 2010.

11. BUSINESS ADMINISTRATION

11.1 Authorization to Contract with SyTech Solutions for Document Management Services

After discussion, motion passed to approve the contract with SyTech Solutions for document management services. DIETRICHSON/COVERT

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

ABSENT: Rockwell

11.2 Approval of Resolution #28 1011 Authorizing the District to Seek Funding for Purchase of Replacement School Bus

Motion passed to approve Resolution #28 1011, authorizing the district to seek funding for the purchase of replacement school bus. DIETRICHSON/COVERT

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

ABSENT: Rockwell

11.3 Award of Bid for Lease of Copy Machines for Schools and Various Other District Sites

Motion passed to approve awarding the bid for leave of copy machines for schools and various other district sites. DIETRICHSON/COVERT

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

ABSENT: Rockwell

12. CONSENT CALENDAR

12.1 Approval to Proceed and Submit SB70 Middle Grades Career Technical Education and Career Pathways Grant Application

12.2 A & B Warrants

12.3 Approval of Recommendations for Expulsion, Expulsion Cases #14 1011, #15 1011, and #16 1011

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

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

ABSENT: Rockwell

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:51 p.m.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

3. PROGRAMS AND PRESENTATIONS

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

BACKGROUND INFORMATION: In an effort to recognize and highlight community members who volunteer their services to valley students, the superintendent has established a Sierra Sands Community Service Award. This recognition medium gives the district the ability to honor community members who dedicate time and energy to the success of Indian Wells Valley students, in both curricular and extra-curricular areas. The honored party is invited to attend a meeting of the Board of Education to be publicly recognized and appropriately honored.

CURRENT CONSIDERATIONS: I am very pleased to be able to recognize Mr. Arzell Hale as our Rose Award recipient for Community Service this evening. Mr. Hale has been actively involved with our District for well over 5 years and in our valley since the 1970's. He has served our students in many capacities throughout that time. On every occasion that Mr. Hale travels to Sacramento to advocate for Searles Valley Minerals Operations, he stops by my office to ask what he can do for education; and more specifically, the students of our valley while he is there. When he returns, he stops by to let me know how the meetings went. I have known Arzell to volunteer countless hours for our students serving on committees both at the district and within the community. He is actively involved as a member of our Career Technical Education Advisory Committee, and serves on the Board of the Boy's and Girl's Club. Arzell facilitated a meeting between Searles Valley Minerals Operations and the District to initiate the planning of a partnership agreement between the two entities. He attended the Burroughs High School Distinguished Schools visitation and spoke of the many wonderful things he has witnessed at our schools. I have observed Arzell decorate classrooms, attend events, donate funding and items, and throw after school parties. He has a passion for the success of the students in our valley and demonstrates that passion through active participation, enthusiasm, and advocacy on a daily basis. Thank you, Arzell, for all that you do for our District, and all students in our valley.

FINANCIAL CONSIDERATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is the pleasure of the Board of Education to recognize Mr. Arzell Hale as the Sierra Sands Community Service Award recipient for 2010-11 school year.

3. PROGRAMS AND PRESENTATIONS

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

BACKGROUND INFORMATION: We are fortunate to live in a community where parents and community members take a vital interest in the lives of their children, whether it is in their activities at home or at school. Many go above and beyond what is necessary to make a difference to the children of the district. In an effort to recognize and highlight the special individuals who volunteer their services to our students and schools, the Sierra Sands Unified School District has established the Sierra Sands Rose Award. This award gives the district the ability to annually honor those volunteers who generously dedicate time and energy to the success of our students.

CURRENT CONSIDERATIONS: Principals of each of the district schools will join President Pearl and Superintendent Rummer in a presentation of the Annual Sierra Sands Rose Awards in recognition of those parents and community members who are most generous in their support of the schools in the Sierra Sands Unified School District.

Gateway Elementary School: Gateway's Rose Award recipient this year is Betty Weik, who has been a positive, parental presence on our campus the past 6 years. Betty has been actively involved with School Site Council as the chair and a valued member. She has also been an instrumental PTO member who coordinates the Spirit Shop, selling t-shirts, sweatshirts, and other items to promote school pride. Betty helped monitor Galloping Gators, a lunch time walking program to promote fitness. She also lends a helping hand in the library twice a year when the book fair rolls into town. Betty even took on the supervision of the Battle of the Book participants for two years while they read in the library and competed at competitions. Her assistance on our campus cannot be replaced but unfortunately her daughter is moving on to middle school and Betty will be moving on as well. We would like to extend a heartfelt thank you for her generosity all these years.

Murray Middle School: Mrs. Julie Stephens has been the PTO President for the past 2 years and an active member of the Murray PTO for 3 years. Mrs. Stephens came to Ridgecrest from San Jose and brought with her many ideas which have been implemented at Murray. She was instrumental in the Muffins for Moms and Donuts for Dads program. She has investigated fund raising ideas and coordinated a very successful cookie dough sale which was a huge gamble for us. It was extremely successful and we have conducted one in the fall and spring for the past 2 years. She continued past efforts at selling PE uniforms in the student store and this has been a time saver for parents and a PE participation grade saver for the students when they forget or lose their uniform. She coordinates volunteers to bring in delightful breakfasts, lunches and

Murray Middle School (continued)

snacks for the staff on a quarterly basis and for Staff Appreciation. She is always thinking ahead making sure PTO is present at all of our functions such as campus pride days, dances, assemblies and music programs. She has relieved our front office staff from work such as collection of fund raising booklets, counting money, organizing prizes and rewards. She is always available to step in and help substitute in a class or do duty on the quad. She has truly made a difference at Murray Middle School the past 3 years. We will miss her but know that she is carrying on her dedication to her son's school by being very active in the BHS PTSO.

Burroughs High School: Conrad Osborne, a retired educator, volunteers for the Math Department at Burroughs High School. In addition to helping students in the ALEKS math lab every day during periods 2 thru 7, you can find him in one of the open math classrooms during lunch helping students. The students are very receptive to Mr. Osborne; they appreciate his help and will often times ask for him specifically. He is a very kind, soft-spoken, gentleman who provides a wonderful role model for the young men on campus. We are very fortunate here at BHS to have such a selfless individual who is truly concerned about our youth.

Inyokern Elementary School: I am pleased to introduce Ronelle Cannon to you as Inyokern Elementary School's Rose Award recipient. Ronelle Cannon is dedicated to helping the students and staff at Inyokern School. She is our hard working Inyokern Parent Teacher Organization President leading an entirely new slate of PTO officers. Ronelle is actively involved in classroom celebrations in her three children's classrooms. You can count on her being there for every event whether it is for an egg hunt or a Dr. Seuss pancake breakfast. Going on a field trip and need a volunteer chaperone, look no further than Ronelle. She will gladly volunteer to chaperone students for you. If a teacher needs help preparing a classroom project Ronelle will take the project home and just like magic return the completed project the next day to school. Ronelle is always thinking of ways to help at Inyokern School. She often comes to me with a good idea for the school and says, "So, I was thinking..." The students and staff of Inyokern School appreciate Ronelle Cannon's contributions to our school.

Pierce Elementary School: The Pierce staff is so pleased to have a chance to recognize Mrs. Katie Samuels as our Rose Award winner this year. In the two years Mrs. Samuels has been at Pierce she has done a lot of wonderful things to support our school community. She has been a classroom volunteer in 2nd, 3rd, and 4th grade classrooms. And when I say classroom volunteer, I mean almost every day. Katie loves to support the Accelerated Reading program and assists teachers with the paperwork and scanning associated with Accelerated Math. She was an integral part of getting our PTO back up and running smoothly. Katie is currently the secretary of our PTO and keeps us all on track at meetings. She always has wonderful, creative ideas

Pierce Elementary School (continued)

to support student achievement and family fun. Mrs. Samuels can always be counted on to provide delicious food for our staff and is even willing to share recipes with us. Katie is a whiz at fundraising for both the entire school and for the GATE program. She has now trained all fundraising parents and teachers to use an apron with deep pockets instead of a money box to save time when you are selling snacks. One of my favorite things that Katie did this year was make a Blue Panther Mascot costume for our school. If you have attended any 5th grade basketball games you might have met the panther! Katie actually brought out the panther for the first time at our Dancing Family Night back in October. She was also the person who taught all third graders how to dance to our favorite song --Who Let the Cows Out! Then the third graders taught their parents. Katie just finished compiling all Jr. Olympics data for our whole school and is currently at work setting up a brand new student store to reward students who exhibit excellent behavior. Since all the items in the store will have paws on them, she wants to call it Paw Mart. Can't wait to see what kinds of things Katie does in the future!!

Mesquite High School: Mr. Dan Clark is a very special person at Mesquite High School. He is a former teacher at Mesquite having retired last spring. However, guess who appeared at our door this fall asking if there was anything he could do; Mr. Clark. We jumped at the chance to have him teach our peer mediation course. He developed this course over 20 years ago and it has been a powerful tool in creating a positive, safe school environment for students and staff ever since. Mr. Clark trained 14 peer mediators this fall and they have been actively engaged in resolving issues that arise on campus throughout the year.

I asked our students to tell me what they learned from the peer mediation course and would like to share just a few of their comments:

- "This class was life changing for me. It was very inspirational and has made me think a lot."
- "I learned a lot about self responsibility and that you can change the outcome of things in a positive way. Mr. Clark helped me solve a lot of my internal conflict."
- "This class taught me to not be so judgmental of people. It helped me with my family problems and how to deal with anger."
- "I learned to accept people for who they are and made friends with people I normally wouldn't be friends with."
- "Mr. Clark taught me what being respectful should look like."

The staff and students at Mesquite are grateful for the time Mr. Clark volunteers at our school. It is obvious he positively impacts the well-being of our students.

Faller Elementary School: Mr. Manny Fierro, also known as Coach Manny to many, has been instrumental at Faller for many years. He began coaching our 5th grade boys basketball team in 2001. For the last 10 years, with the exception of one year in 2007, he has been Faller's boys' basketball coach. Coach Manny also began a girls' and boys' soccer club for grades 3-5 this past year conducting practices and scrimmages four days a week during the fall and winter. In February, Coach Manny organized a shoot off fund raiser for our girls and boys basketball teams which raised over \$1,500 to support our basketball teams. We appreciate how Coach stresses to the players that school and behavior come before the sport and because of this we are able to provide some students with a motivator they might not have in the classroom. The players greatly respect him because he models respect towards them. We are so grateful to Coach Manny for the many, many hours of volunteer service he has provided at Faller School. The staff, parents and students are very fortunate to have someone that so graciously shares his love and dedication to sports.

James Monroe Middle School: Denise Allen has been an exceptional addition to the PTSO team at James Monroe. She has been an active parent throughout the time her children have attended Sierra Sands schools. Her son Brendan is a 6th grader at Monroe and her daughter Logan is a kindergartener at Las Flores. She humbly and consistently volunteers, and things are invariably smooth when she is at the helm. As co-president of our PTSO this year Mrs. Allen planned a magnificent underwater themed dance, complete with octopi and jelly fish made out of balloons. She facilitates productive PTSO meetings, and coordinates our monthly reading program. Mrs. Allen was largely responsible for multiple fundraisers, including McTeacher night which raised \$1,000. She gathered volunteers for several events, including picture day and a movie afternoon. Right now she is helping to spearhead efforts for our Teacher Appreciation Week and promotion. We are grateful for Mrs. Allen's can-do attitude and her pleasant way of getting things done.

Richmond Elementary School: Richmond is blessed with wonderful parents who volunteer for all of the activities that take place at school. Mrs. Lisa Rouse is one of these parents who appear to be everywhere. It seems that whenever I look up, I see Lisa. She can frequently be found in Mrs. Peterson's first grade classroom. Her daughter, Annalise is in this class and Lisa helps students with reading. Lisa is active in Richmond's PTA. As Book Fair Chair, she has organized and managed two of Richmond's very successful Book Fairs this year. The profits from these Book Fairs benefit the school tremendously. Putting together a successful Book Fair takes a lot of time and effort. For each one, Lisa was there early and stayed late and always with a smile on her face. The Richmond staff is pleased to honor Lisa Rouse with this year's Rose Award.

Las Flores Elementary School: Lynda Kelley has volunteered at Las Flores for 13 years. It all started when her oldest son, Luke began in Mrs. Willhite's kindergarten class and has continued through both her middle son, Samuel and youngest son, Jacob's kindergarten through 5th grade years. Throughout the years, she has served as a volunteer within each of her sons' classrooms, running reading groups, organizing book orders, running accelerated math computer programs, working in small math group instruction, and working with the Math Club. In addition to supporting each of her sons' classes, she has served on our School Site Council. Mrs. Kelley is a true example of the home and school partnership that creates the standard of support and success we all hope to have within our school cultures.

SUPERINTENDENT'S RECOMMENDATION: President Pearl, Mrs. Rummer, and school principals will introduce award recipients and present certificates and roses to each in recognition of their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.3 Recognition of Site and District Employees of the Year

BACKGROUND INFORMATION: As the end of the 2010-2011 school year is fast approaching, we would like to recognize our outstanding classified and certificated Employees of the Year for their service to students and the educational community. Each site nominates and then selects a certificated and classified employee to receive this honor. The district certificated and classified Employees of the Year are selected by the members of the superintendent's cabinet after a review of the site/department winners. The district Administrator of the Year is selected by the management team from a ballot vote.

CURRENT CONSIDERATIONS: This is an excellent opportunity for administrators, staff, parents, students, and community members to recognize and salute outstanding employees and their many contributions to student success. The following employees were honored as an Employee of the Year by their respective schools or departments and will be presented to the Board of Education for their service to the district by their site principal or department supervisor:

Julene Bithell, Burroughs
Sharon Brown, Burroughs
Jim Ledbetter, Burroughs
Mark Pierce, Burroughs
Deborah Wisecarver, Burroughs
Gail Antonsen, Mesquite
Tina Deal, Mesquite
Sandra Burkhardt, James Monroe
Mandy Parks, James Monroe
JoAnne McClelland, Murray
Erin Riggs, Murray
Shirley Crouse, Faller
Leisha Wetzel, Faller
William Griseth, Gateway
Maria Morales, Gateway

Annie Jorgensen, Inyokern
Deana Anderson, Inyokern
Janna Chilbes, Las Flores
Erma Cortichiato, Las Flores
Judy Williamson, Pierce
Isaac Cheeks, Pierce
Emily Hamlin, Richmond
Sharlene Anderson, Richmond
Barbara Maletsky, District Office
Nenita Chafin, FoodService/Whse
Susan Nissan, SELPA/PSS
Cindy Bower, SELPA/PSS
Mary Beitnes, Support Services
Michele Whiteley, Transportation

The following employees were selected as district Employees of the Year:

Certificated: Annie Jorgensen
Classified: Sharlene Anderson
Administrator: Kirsti Smith

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Board President Pearl, Superintendent Rummer, and Assistant Superintendent of Human Resources, Mr. Bell will recognize these honorees for their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.4 Presentation of Service Awards to District Retirees

BACKGROUND INFORMATION: The talents and contributions of district employees are the key to the success of the students of the Sierra Sands Unified School District. Near the end of each school year, the Board of Education of the Sierra Sands Unified School District takes time to recognize the service and dedication of those employees who have retired during the current year or will be retiring at the end of the current school year.

CURRENT CONSIDERATIONS: This year there are 16 certificated and classified employees who will be recognized for their distinguished and dedicated service to the district. They are listed below along with their most recent assignment and dates of service.

Certificated Retirees

Julene Bithell	Science Teacher, Burroughs	2001-2011
Erma Cortichiato	3 rd Grade Teacher, Las Flores	1972-2011
Linda Hartzell	Vocal Music Teacher, Monroe and Murray	1983-2011
Virginia Henry	Spanish Teacher, Burroughs	2000-2011
Wanda Laire	3 rd Grade Teacher, Las Flores	1990-2011
Robert McDiarmid	K- 3 rd Grade Combo Teacher, Rand	1981-2011
Paige Sorbo	3 rd Grade Teacher, Gateway	1979-2011
Kelly Worley	English Teacher, Burroughs	1998-2011

Classified Retirees

Susan Cope	Library Specialist, Gateway	2003-2011
Wanda Gregarek	Payroll Technician, Business Office	1988-2011
Debra Hollinshead	Head Custodian, Murray	2002-2011
Karen Huben-Pursley	Buyer, Business Office	1988-2011
Karen LaFontaine	Library Specialist, Murray	1987-2011
Barbara Maletsky	Software Support Technician, Technology	1983-2011
Carla Mitchell	Registrar I, Pupil Support Services	1988-2011
Mary Wegener	School Bus Driver I, Transportation	1988-2011

SUPERINTENDENT'S RECOMMENDATION: Board President Pearl, Superintendent Rummer and Assistant Superintendent of Human Resources, Mr. Bell will introduce retirees and present service awards to each in recognition of their service to the district. A brief reception will follow these presentations in the lobby to greet and congratulate retirees and other award recipients.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Promotions and Graduations
2011

Sierra Sands Adult School Graduation

June 1, 2011
6:00 p.m.
Carriage Inn

Murray Middle School Promotion

June 9, 2011
8:00 a.m.
Murray Middle School Front Lawn

James Monroe Middle School Promotion

June 9, 2011
10:30 a.m.
Kerr-McGee Center

Mesquite High School Graduation

June 9, 2011
6:30 p.m.
Mesquite High School

Burroughs High School Graduation

June 10, 2011
8:00 p.m.
Burroughs High School Football Stadium

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

SCHOOL	10-11 %	09-10 %	K	1	2	3	4	5	6	7	8	9-12	SDC	10-11 TOTAL	09-10 TOTAL	CHANGE
FALLER	96.4%	95.8%	83	98	75	71	76	60						463	466	-3
GATEWAY	96.5%	95.2%	84	88	78	66	73	76						465	471	-6
INYOKERN	94.7%	93.8%	31	30	36	35	37	29					1	199	219	-20
LAS FLORES	96.4%	95.2%	59	84	70	71	58	82						424	477	-53
PIERCE	94.9%	94.5%	62	58	56	62	48	64						350	325	25
RAND	89.5%	95.2%	2	1	1	3								7	6	1
RICHMOND ANNEX	91.7%	90.9%											93	93	84	9
RICHMOND	95.5%	95.3%	66	87	66	63	73	56						411	414	-3
TOTAL K -5	95.7%	95.0%	387	446	382	371	365	367					94	2412	2462	-50
MONROE	94.8%	94.8%							158	153	178		27	516	509	7
MURRAY	95.2%	95.3%							168	208	190		28	594	658	-64
TOTAL 6 -8	95.0%	95.1%							326	361	368		55	1110	1167	-57
BURROUGHS	94.9%	94.4%										1359	61	1420	1473	-53
MESQUITE												134		134	131	3
														0		0
TOTAL 9 - 12	94.9%	94.4%										1493	61	1554	1604	-50
10-11 TOTAL	95.3%		387	446	382	371	365	367	326	361	368	1493	210	5076	---	---
09-10 TOTAL		94.8%	419	440	389	390	389	342	369	369	380	1538	208		5233	---
CHANGE		0.50%	-32	6	-7	-19	-24	25	-43	-8	-12	-45	2	---	---	-157

Elementary K - 5

Regular -

K 387 419

1 - 3 1199 1219

4 - 5 732 731

Special Education -

SDC 94 93

RSP 113 95

Middle 6-8

Regular 1055 1118

Special Education -

SDC 55 49

RSP 71 69

High School 9 - 12

Regular 1359 1407

Continuation 134 131

ROP 0 309

Special Education -

SDC 61 66

RSP 78 91

Adult 0 600

6. EDUCATIONAL ADMINISTRATION

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

BACKGROUND INFORMATION: The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides funding for secondary career technical education programs. In accordance with the program targeting requirements of the Perkins Act, the 2011-2012 funds must be expended to support program improvements in any of the fifteen CTE industry sectors. These funds will be used primarily to support pre-engineering and industrial technology programs at Burroughs High School.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District Career Technical Education Application for the 2011-2012 school year is presented for approval. The application includes assurances, planned use of funds, actions to increase access for special population students, and actions to achieve performance levels. The funds associated with this application will support the implementation of the district's 2008-2012 Local Career Technical Education Plan and address the career preparation needs of our students.

There are minimal changes to this year's application. Elements continued this year in response to federal reauthorization include performance levels for Perkins Core Indicators, and accountability requirements. Sierra Sands continues to exceed all core indicator performance targets.

FINANCIAL IMPLICATIONS: The final allocation for Perkins has not yet been released. Per guidance from the state, this application provides funding for career technical education programs in the estimated amount of \$42,000, which is a slight decrease from 2010-2011. The budget pages of the submitted application will be modified when the final allocation is received.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district's Career Technical Education Application for Funding, 2011-2012 as presented.

DUE DATE: June 1, 2011

**Carl D. Perkins Career and Technical Education Improvement Act of 2006
APPLICATION FOR 2011–12 FUNDING**

Local Educational Agency (LEA): Sierra Sands Unified School District		County-District (CD) Code: 1573742
Address of LEA: 113 Felspar Ridgecrest, CA 93555		Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: Joanna Rummer- Superintendent		
Allocation Amount: \$42,000		Board Approval Date: May 19, 2011
Name of Perkins Coordinator: Laura Hickle Title: Coordinator	Telephone Number: (760) 499-1642 Extension: Fax Number: (760) 375-1959 E-mail Address: lhickle@ssusd.org	
Perkins Coordinator's Address (If different from LEA address above):		
Name of LEAs CTE Advisory Committee Chair: Laura Hickle	E-mail Address or Telephone Number: lhickle@ssusd.org (760) 499-1642	

CERTIFICATION: I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008–2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2011–12 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: Joanna Rummer	Title (If not superintendent):
Signature of Superintendent or Designee:	Date: 4/20/2011

CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Reviewed and Recommending Approval:	Date:
Final Approval:	Date:

SECTION I

SIGN-OFF FORM FOR FEDERAL AND STATE ASSURANCES AND CERTIFICATIONS

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006. A signature on this page confirms that the documents listed below are complete and on file in the agency and that the superintendent or an authorized designee has reviewed the documents and agrees to comply with the assurances, certifications, terms, and conditions.

The general assurances and certification are available on the CDE Web site. See page 13 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 Request for Application* for the specific link to each assurance and certification. The complete text of program specific assurance, certification, terms and conditions can be found on pages 26–32 in the *Request for Application*.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2011–12 Grant Conditions

CERTIFICATION: As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 funding, I have read the assurances, certifications, terms, and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

Printed Name Joanna Rummer

Title Superintendent

Signature _____

Date 4/20/11

SECTION II

SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV) requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2011–12 Perkins IV application for funds. Each special population category **must** be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name Laura Hickle Title Coordinator
Signature _____ Date 4/10/11

Limited English Proficiency (English Learner Coordinator/Administrator)

Printed Name Laura Hickle Title Coordinator
Signature _____ Date 4/10/11

Disabled (Handicapped) (Special Education Coordinator/Administrator)

Printed Name Elaine Littleton Title Executive Director- SELPA
Signature _____ Date 4/10/11

Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

Printed Name Laura Hickle Title Coordinator
Signature _____ Date 4/10/11

Gender Equity or Nontraditional Training (Title IX Coordinator/Administrator)

Printed Name Laura Hickle Title Coordinator
Signature _____ Date 4/10/11

Displaced Homemaker (Title IX Coordinator/Administrator)

Note: Required only on Section 132 (Adult) applications

Printed Name _____ Title _____
Signature _____ Date _____

SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS SECONDARY CORE INDICATORS

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 Request for Application*.

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	LEA Level 2009/10	State Level 2009/10	90% or more of the State level
1S1 Academic Attainment-Reading/ Language Arts	Numerator: Number of 12 th grade CTE concentrators who have met the proficient level on the English-language arts portion of the California High School Exit Examination (CAHSEE). Denominator: Number of 12 th grade CTE concentrators.	62.81%	64.21%	57.09 %	33.40%	30.06%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1S2 Academic Attainment-Mathematics	Numerator: Number of 12 th grade CTE concentrators who have met the proficient level on the mathematics portion of the CAHSEE. Denominator: Number of 12 th grade CTE concentrators.	45.25%	62.73%	55.56%	23.0%	20.70%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2S1 Technical Skill Attainment	Numerator: Number of CTE concentrators enrolled in a capstone CTE course who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.	87.40%	97.99%	97.84%	58.22%	52.40%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3S1 Secondary School Completion	Numerator: Number of 12 th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities). Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year.	81.82%	96.68%	98.08%	87.56%	78.80%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS SECONDARY CORE INDICATORS (Continued)

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	LEA Level 2009/10	State Level 2009/10	90% or more of the State level
4S1 Student Graduation Rate	Numerator: Number of 12 th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate. Denominator: Number of 12 th grade CTE concentrators.	<u>NA%</u>	<u>96.68%</u>	<u>98.08%</u>	83.40%	75.06%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5S1 Secondary Placement	Numerator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation. Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.	<u>91.00%</u>	<u>88.24%</u>	<u>89.20%</u>	80.56%	72.50%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6S1 Non-traditional Participation	Numerator: Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields. Denominator: Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.	<u>35.54%</u>	<u>28.34%</u>	<u>31.74%</u>	23.50%	21.15%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6S2 Non-traditional Completion	Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards. Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.	<u>37.74%</u>	<u>31.82%</u>	<u>31.70%</u>	18.5%	16.65%
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS ADULT CORE INDICATORS- NOT APPLICABLE

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011-12 Request for Application.*

Core Indicator	Definition	LEA Level 2007/08	LEA Level 2008/09	LEA Level 2009/10	State Level 2009/10	90% or more of the State level
1A1 Technical Skill Attainment	Numerator: Number of adult CTE concentrators enrolled in a CTE capstone course who passed an end-of-program assessment or earned a competency certificate during the reporting year.	____%	____%	____%	72.5%	65.25%
	Denominator: Number of adult CTE concentrators enrolled in a CTE capstone course who took an end of program assessment or who were eligible to earn a competency certificate in a CTE program.					<input type="checkbox"/> Yes <input type="checkbox"/> No
2A1 Credential, Certificate, or Degree	Numerator: Number of adult CTE concentrators enrolled in a CTE capstone course who earned an industry-recognized credential, certificate, degree, or completed a transfer program.	____%	____%	____%	49.50%	44.55%
	Denominator: Number of adult CTE concentrators who were enrolled in a CTE capstone course.					<input type="checkbox"/> Yes <input type="checkbox"/> No
4A1 Student Placement	Numerator: Number of adult CTE concentrators who left adult education and enrolled in postsecondary education or advanced training, entered military service, or employment as reported on a survey six months following the program year.	____%	____%	____%	67.50%	60.75%
	Denominator: Number of adult CTE capstone concentrators who left adult education during the reporting year and responded to a follow-up survey.					<input type="checkbox"/> Yes <input type="checkbox"/> No
5A1 Non-traditional Participation	Numerator: Number of adult CTE participants from underrepresented gender groups enrolled in a program sequence that leads to employment in nontraditional fields.	____%	____%	____%	23.50%	21.15%
	Denominator: Number of all adult CTE participants enrolled in a program sequence that leads to the employment in nontraditional fields.					<input type="checkbox"/> Yes <input type="checkbox"/> No
5A2 Non-traditional Completion	Numerator: Number of adult CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in nontraditional fields who passed an end-of-program assessment or earned a competency certificate.	____%	____%	____%	18.50%	16.65%
	Denominator: Number of adult CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields who took an end of program assessment or who were eligible to earn a competency certificate.					<input type="checkbox"/> Yes <input type="checkbox"/> No

Program Improvement Form

An LEA that does not reach 90 percent of the state-established performance level for any core indicator must submit this form. Instructions are on page 20 of the *Carl D. Perkins Career and Technical Education Improvement Act 2006, 2011–12 Request for Application*.

Perkins Program Monitoring Status (Check One)							
Compliant Agency	★	Needs Improvement Agency	□	Priority Improvement Agency	□	Monitored Agency	□
Skip this section		Complete the table below		Action Plan required (skip this section) Download Action Plan from CDE webpage: http://www.cde.ca.gov/ci/ct/pk/forms.asp#Monitoring			

Note: Any issues identified during the 2010–11 Perkins Program Monitoring must be resolved before the application will be approved.

EXAMPLE			
Core Indicator:	Explanation (Why did the LEA not meet the state-established performance level for this core indicator?):	Funding Source to be used to cover expenses:	Amount of funding:
(not meeting 90% level) 6S1	<p>Low numbers of female students enrolled in automotive and building trades programs.</p> <p>Strategy to improve performance level (Describe the strategy that will be used to improve the performance level for this core indicator.): Raise awareness among students and staff about non-traditional student participation.</p> <p>Planned activities (Describe the specific activities that will be employed to achieve the improvement strategy.): 1. Meet with school counselors about non-traditional careers and student enrollment. 2. Produce handouts/brochures for students.</p>	Perkins IV	\$200
Core Indicator	Explanation:	Funding source to be used to cover expenses:	Amount of funding:
	<p>Strategy to improve performance level:</p> <p>Planned activities:</p>		

SECTION IV: PROGRESS REPORT TOWARD IMPLEMENTING THE LOCAL CTE PLAN

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2012, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2010–11 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2011–12 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

1. In the 2010–11 application (Section IV, question 4), the LEA identified at least three goals from the local CTE plan on which it would focus during the 2010–11 school year. List these goals and share what progress the LEA has made toward achieving these specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2010–11?

Goal 2- CTE courses meet market and labor demands and will be responsive to emerging occupations. In response to local labor demands, the Mechanical Drawing program will be phased out with students enrolling in the "Introduction to Engineering Design" courses (increased enrollment in pathway). A new "Civil Engineering and Architecture" course will be implemented. (new course)

Goal 2 Progress- A new "Civil Engineering and Architecture" course was implemented with 14 students enrolled in the first year. Twenty-three students are pre-enrolled for 2011-2012. There was an increase to forty-four students in the "Introduction to Engineering Design" courses, up from 21 students in 2009-2010.

Goal 4- Student preparation will be based on industry expectations and standards and will incorporate employment readiness and career success skills

- *At least two instructors will participate in high quality professional development or externships in order to stay current with academic standards as well as industry standards and changes to skill sets, processes, and technology found in the work place.*

Goal 4 Progress- One teacher attended an intensive 2 week summer professional development in Civil Engineering. Another teacher taught other teachers how to teach the Digital Electronics course during a 2 week summer training. That instructor also worked with the military base to learn about manufacturing of digital circuit boards. Staff development attendance also included ACTE, Educating for Career, and HITEC. Two middle school teachers (not funded by Perkins) attended two week summer training in Gateway to Technology.

Goal 5- Processes to facilitate smooth student transitions (middle school, secondary, postsecondary education, training, job placement) and effectively track performance will be developed.

- *The number of high school/ postsecondary articulated courses will increase by at least one.*
- *A middle school Gateway to Technology program will be instituted at the middle school to transition students into the high school engineering program. (new program)*

Goal 5 Progress- A new articulation agreement for Health Careers was established with Bakersfield College. Significant progress in articulation efforts was accomplished this year with the recent elimination of the 12 unit residency requirement at Kern Community College District for high school students. This will be an on-going goal due to the need to firmly establish procedures to ensure that students are able to benefit from articulation agreements. Both middle schools implemented the Gateway to Technology courses and are on track to offer an additional course in 2011-2012.

2. During the 2010–11 school year, what opportunities were provided to teachers to ensure they were current and up to date with their own technical skills?

One teacher attended an intensive 2 week summer professional development in Civil Engineering. Another teacher taught other teachers how to teach the Digital Electronics course during 2 week summer training. That instructor also worked with the military base to learn about manufacturing of digital circuit boards. Staff development attendance also included ACTE, Educating for Career, and HITEC. Two middle school teachers (not funded by Perkins) attended two week summer training in Gateway to Technology. CTE Advisory members shared expertise with teachers.

3. What process is used to annually evaluate the effectiveness of the CTE programs? Who is involved in the evaluation?

E1 and E2 data collection occurs each year according to timelines. In addition, collection of additional 1 ½ and 2 ½ year follow-up data is collected for specific pathways. Information from the Perkins E1 and E2 data is shared with the CTE Advisory board at least each spring during one of the meetings. An annual report of participation in ROP programs is shared with the board of education each April. Data is shared with the board of education when this Perkins application is presented for approval. This year the district participated in the Tech Prep Demonstration Grant for engineering. Visitations from other school districts were hosted with several districts opting to start similar programs in the 2011-2012 school year. The district hosted visits from Clay Mitchell, John Dunn and Charles Parker this year and Burroughs HS was named an 2011 Exemplary CTE Program along with its Distinguished School award.

4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2011–12. Please be specific.

GOAL 1- All students graduating from SSUSD high schools will be prepared for success in postsecondary education experiences and for employment and careers through CTE programs that academically and socially support, challenge, and motivate students. Students will be provided timely information, guidance, support services, and education opportunities that will allow them to reach their career goals

Outcomes:

- Students will increase readiness for college as evidenced by an increase in UC/ CSU preparedness statistics
 - US/CSU data benchmark data established (2008-2009)= 14.9%
 - 2009-2010 and 2010-2011 data reports will show an increase of 2% each year
 - Activities to accomplish goal: Expand opportunities for college experiences and exposure for CTE students, identify and rectify factors that affect this metric, and value UC/ CSUC preparedness data yearly
- Continue expansion and utilization of postsecondary articulation agreements
 - 2011-2012- Update all current articulation agreements and complete a minimum of 2 more agreements. Formalize the new articulation procedure adopted in May 2011 and ensure that at least 20 students are able to earn articulated credit from the community college.
- Provide student leadership opportunities through CTE student organizations
 - In 2010-11 a Skills USA Chapter was established. At least three student Skills USA activities will be held in 2011-2012.

GOAL 2- All students will have opportunity and access to complete rigorous CTE courses and pathways, tied to the Model Curriculum Standards, that also incorporate strong academic preparation

Outcomes

- Students will continue to enroll in CTE coursework at current levels or higher (analysis of offerings and enrollees)
- The district will increase the number of CTE related courses and opportunities available at the middle school (currently 3- not Perkins funded)
- Professional development for guidance staff will be offered yearly and focus on special population and non-traditional student enrollments

SECTION V: SEQUENCE OF COURSES TO BE FUNDED WITH PERKINS IV IN 2011-12

Instructions are on page 22 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011-12 Request for Application*

Only sequences of courses identified in the LEA's approved Local CTE Plan, added or modified in the previous application, or submitted in Section VII (Local CTE Plan Update) of this application can be supported by Perkins IV funds. List all CTE pathways even if they do not receive Perkins IV funds.

Industry Sector	Career Pathway	School Site Where the Sequence Is Offered	Amount of Perkins Funding Allocated to this Sequence	Page # in Local CTE Plan
Building Trades and Construction	Cabinetmaking and Wood Products	Burroughs	2,245	37
Information Technology	Media Support and Services	Burroughs	0	39
Manufacturing and Product Development	Welding	Burroughs	11,000	40
Engineering and Design	Engineering Design	Burroughs	4,200	40
Engineering and Design	Engineering and Technology	Burroughs	21,188	40

Local Educational Agency (LEA): Sierra Sands Unified School District

C/D Code: 15 / 73742

Authorized Signature:

Date: 4/20/2011

Total Allocation: \$ 42,000

Indirect Cost Rate: 6.61%

Maximum Indirect Allowable: \$2,000

Select One

☒ ORIGINAL BUDGET
☐ END-OF-YEAR CLAIM

Funding Source and Purpose:

☐ Section 112 - State Institutions
☒ Section 131 - Secondary
☐ Section 132 - ROC/P & Adult

Object of Expenditure Classifications	(A) Instruction (including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation & Child Care For Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation & Data Development	(G) Guidance & Counseling	(H) Administration or Indirect Cost	(I) Total
Percentage of grant expenditures allowed	At Least 85% of the grant must be spent in these areas								
1000		\$1,500	\$1,200					\$1,000	\$3,700
2000									\$0
3000		\$180	\$140					\$247	\$567
4000	\$25,233								\$25,233
5000	\$12,500								\$12,500
6000									\$0
7000									
Total	\$37,733	\$1,680	\$1,340	\$0	\$0	\$0	\$0	\$1,247	\$42,000

See instructions on page 22 of the Carl D. Perkins Career & Technical Education Improvement Act of 2006, 2010-11 Request for Application

SECTION VI: Budget Narrative

Instructions are on page 24 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2011–12 Request for Application*. See Appendix D, Sample Perkins IV Budget Narrative, to see the level of detail required in the budget narrative.

OBJECT #	EXPENDITURE DESCRIPTION	AMOUNT
1000	Certificated Salaries-	
	1 % of Administrative salary to administer the program and do all required reporting	\$1,000
	Substitute costs for articulation with community college and professional development- 15 days X \$100 per day	\$1,500
	Stipend costs for curriculum development/ alignment to CTE and common core standards- 10 days X \$120 per day	\$1,200
	Subtotal for 1000 category	\$3,700
2000	Classified Salaries	
	Subtotal for 2000 category	\$0
3000	Benefits	
	▪ Certificated allocation: \$247 (admin)+ \$12 per day for substitutes (\$12X15)+ stipend (\$14X\$10)	\$567
	▪ Classified allocation:	
	Subtotal for 3000 category	\$567
4000	Books and Supplies	
	Miscellaneous supplies to supplement district provided budget-specialized wood and metal	\$4,045
	Non-capitalized Equipment	
	VEX Engineering Kits, sensors and other robotic items (Engineering and Design pathway)	\$21,188
	Subtotal for 4000 category	\$25,233
5000	Services and Other Operating Expenditures:	
	Upgrading metal welding stations (25+ years old)	\$5,000
	Refurbishing student workstations in metal shop (25+ years old)- \$500 each X 6 stations	\$3,000
	MultiSim software and other engineering software upgrades	\$4,000
	Travel and Conferences	
	CTE teachers will attend state and local conference for CTE program development, program planning and to upgrades skills	\$500
	Subtotal for 5000 category	\$12,500
6000	Capital Outlay (list items below)	
	Subtotal for 6000 category	
7000	Indirect Rate @ LEA Percentage (minus capital outlay)	0
	GRAND TOTAL	\$42,000

SECTION VII: LOCAL CTE PLAN UPDATE

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

If Perkins IV funds will be used to support any new industry sectors or courses not included in the original Local CTE Plan, or submitted with the 2010–11 application and approved by the CDE, a new sequence of courses worksheet must be completed. Go to the CDE Perkins Forms and Files Web page at <http://www.cde.ca.gov/ci/ct/pk/forms.asp> and download the Sequence of Courses Worksheet from the Local CTE Plan Forms.

Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

NO CHANGES in 2011-2012

7. POLICY DEVELOPMENT AND REVIEW

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

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

CURRENT CONSIDERATIONS: AR/E 1312.4, Williams Complaint Procedures, was last approved in May of 2008. Minimal changes reflect clarifications of the law. The Administrative Regulation and Exhibit has been updated and revised to reflect legal requirements and recent changes in the law. The complaint form has been revised and shall be made available at each school site.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The revised Administrative Regulation #1312.4 and Exhibit #1312.4 is being presented for informational purposes.

Sierra Sands USD

Administrative Regulation

Williams Uniform Complaint Procedures

AR 1312.4
Community Relations

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and Instructional materials

- a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A pupil does not have access to instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Teacher vacancy or misassignment

- a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- (cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been

assigned at the beginning of a semester for an entire semester. (Education Code 33126; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate, (Education Code 17592.72)

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b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means, except as necessary for pupil safety or to make repairs, the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. (Education Code 35292.5)

4. High school exit examination intensive instruction and services

A pupil, including English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or

until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)

(cf. 6162.52 - High School Exit Exam
(cf. 6179 - Supplemental Instruction)

Filing of Complaint

A complaint alleging any condition(s) specified in items #1 - 3 in the section entitled “Types of Complaints” above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Deleted: Filing of Complaint¶

A complaint alleging any deficiency specified in item # 4 in the section entitled “Types of Complaints” above shall be filed with the district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complaint as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint, he/she has a right to describe the complaint to the Governing Board at a regularly scheduled hearing. (Education Code 36186; 5 CCR 4686)

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For any complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of pupils as described in item #3a in the section entitled “Types of Complaints” above, a complainant who is not satisfied with the resolution proffered by the

principal, Superintendent, or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186, 5 CCR 4687)

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Complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

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Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

Deleted: However, complainants need not use the district's Williams complaint form in order to file a complaint

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5 Restrooms, maintenance and cleanliness

37254 Supplemental instruction based on failure to pass exit exam by end of grade 12

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures, especially:

4680-4687 Williams complaints

Management Resources:

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Regulation SIERRA SANDS UNIFIED SCHOOL DISTRICT
approved: ▼ Ridgecrest, California

Deleted: May 1, 2008

Sierra Sands USD

Exhibit

Williams Uniform Complaint Procedures

E 1312.4

Community Relations

NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS:

COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186 you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificated credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by the statute to hold.

4. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of grade 12 are to be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12.
5. A complaint forms can be obtained at the school office, or district office, or downloaded from the district web site. You may also download a copy from the California Department of Education's complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc/>.

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Exhibit: SIERRA SANDS UNIFIED SCHOOL DISTRICT
Version: Ridgecrest, California

Deleted: May 1, 2008

E(2) 1312.4

WILLIAMS UNIFORM COMPLAINT PROCEDURES

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested ____ Yes ____ No

Contact Information:

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

Email address, if any: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Date Problem was observed: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

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Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

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1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

_____ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state or district adopted textbooks or other required instructional materials to use in class.

_____ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

_____ Textbooks or instructional materials are in poor or unusable condition, have missing pages or are unreadable due to damage.

_____ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4681)

_____ A semester begins and a vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

_____ A teacher lacking credentials or training to teach English learners or is assigned to teach a class with more than 20% English learners in the class.

_____ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility Conditions: (Education Code 1795.72, 35186, 35292.5; 5 CCR 4683)

_____ A condition exists that poses an urgent emergency or threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition; **and any other condition deemed appropriate by the district.**

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_____ A school restroom has not been cleaned or maintained regularly, is not fully operational,

or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

_____ The school has not kept all restrooms open during school hours when pupils are not in class and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when closing of the restroom is necessary for pupil safety or to make repairs.

4. High school exit examination intensive instruction and services: (Education Code 35186)

_____ A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.

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Comment [c1]: Old verbiage –Keep or replace with new verbiage that follows.

_____ Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.

Deleted: , including the date of the problem and

Deleted: specific location where the problem occurred (school, room number).

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Please file this complaint with the person specified below at the following location:

Assistant Superintendent of Human Resources
113 W. Felspar Ave.
Ridgecrest, CA 93555

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Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(signature)

(date)

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Exhibit: SIERRA SANDS UNIFIED SCHOOL DISTRICT

Version: Ridgecrest, California

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7. POLICY DEVELOPMENT AND REVIEW

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

BACKGROUND INFORMATION: GASB 54 is a new accounting standard which became effective in 2010-11. GASB 54 changes the classifications a district must use in reporting fund balance in all funds.

CURRENT CONSIDERATIONS: As advised by CSBA, the district wishes to adopt a new board policy along with approval of the administrative regulation in order to comply with GASB 54. Details regarding the changes in fund balance reporting can be found in the policy and regulation that are currently being considered. The district has chosen to use samples provided by CSBA that have been implemented in many districts wishing to comply with GASB 54.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Sierra Sands Unified School District School Board adopt a new policy, Board Policy #3461, GASB 54 Accounting of Fund Balances. Please note that the revised administrative regulations are presented for informational purposes only.

FINANCIAL REPORTS AND ACCOUNTABILITY

Fund Balance

The Board shall adopt a formal resolution that provides for classification of fund balances in the general fund and is compliant with Governmental Accounting Standards Board (GASB) Statement 54. The resolution also shall:

1. Establish specific steps for committing funds that cannot be used for any other purpose unless the Board takes action to remove or change the constraint
2. Express the authority of the Board and/or delegate authority to other person(s) to identify intended uses of assigned funds
3. Establish the order in which fund balances will be spent when multiple fund balance types are available for an expenditure
4. Address the minimum fund balance in the general fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the general fund, the circumstances under which the unrestricted fund balance can be spent down, and the procedure for replenishing deficiencies

The Board reserved the authority to review and amend this resolution as needed to reflect changing circumstances and district needs.

Legal Reference:

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions, June 2004

WEB SITES

Government Finance Officers Association: <http://www.gfoa.org>

Government Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy

Adopted: May 19, 2011

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

FINANCIAL REPORTS AND ACCOUNTABILITY

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Regulation
adopted: May 19, 2011

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

Amy Hillygus
2nd-3rd Combination – Inyokern
Effective 6-10-11

Wanda Laire***
3rd Grade – Las Flores
Effective 6-10-11

Robert McDiarmid***
Kdg-3rd – Rand
Effective 6-10-11

Paige Sorbo***
3rd Grade – Gateway
Effective 6-10-11

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 10-11 year
Taylor Stacy

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Rachael Clayson
6 hr. Library Specialist – Pierce Elementary
Effective 06-30-11

Robecca Cryer
5 ½ hr. Paraprofessional – Richmond Elementary
Effective 04-15-11

Sarah Gracey
8 hr. Account Clerk III – Business Office
Effective 06-30-11

Kelly Green-Jacotin
5 ½ hr. Paraprofessional – Burroughs High School
Effective 04-29-11

Shirley Heaton
3 ½ hr. Food Service Assistant I – Richmond Elementary
Effective 06-30-11

Karen Huben-Pursley***
8 hr. Buyer – Business Office
Effective 07-01-11

Elyse Thompson
6 hr. Library Specialist – Faller Elementary
Effective 06-30-2011

Mary Wegener***
8 hr. School Bus Driver I – Transportation
Effective 06-02-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.22 EMPLOYMENT

Student Workability Workers for the 2010-2011 School Year
Cole Armstrong
Laura Avina
Miles Gilkerson
Tyler Ward

8.23 LEAVE OF ABSENCE

8.24 CHANGE OF STATUS

Tina Deal
From: 5 hr. Paraprofessional, Mesquite High School
To: 5 ½ hr. Paraprofessional, Gateway Elementary
Effective 08-22-11

E. Kelly Mendenhall
From: 5 hr. Paraprofessional, Mesquite High School
To: 5 ½ hr. Paraprofessional, Gateway Elementary
Effective 08-22-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.22 EMPLOYMENT

Student Workability Workers for the 2010-2011 School Year

Cole Armstrong

Laura Avina

Miles Gilkerson

Tyler Ward

8.23 LEAVE OF ABSENCE

8.24 CHANGE OF STATUS

Tina Deal

From: 5 hr. Paraprofessional, Mesquite High School

To: 5 ½ hr. Paraprofessional, Gateway Elementary

Effective 08-22-11

E. Kelly Mendenhall

From: 5 hr. Paraprofessional, Mesquite High School

To: 5 ½ hr. Paraprofessional, Gateway Elementary

Effective 08-22-11

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

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

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

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

9. GENERAL ADMINISTRATION

9.2 Adoption of the Academic Calendar for 2012-13

BACKGROUND INFORMATION: The district calendar committee meets annually to develop recommendations to staff and submit an academic calendar for board approval. Committee members represent DATA, CSEA, DAGA, management, and parents, as well as elementary, middle, and high school grade spans. Academic calendars provide the following information to staff, students, parents, and community members: the number of instructional days, holidays, minimum days, and in-service days. The Academic Calendar for the 2011-12 school year was approved by the board last year.

CURRENT CONSIDERATIONS: For years, the first semester of school has ended around the second week of January. At the secondary level, students begin winter recess and have a two week break. Upon their return, class resumes for about one week and then they take final exams. From an instructional standpoint, staff has been interested in trying to arrange our academic calendar to end the first semester before the winter break. The challenge was to try and balance the number of instructional days between the two semesters while accommodating for holidays, minimum days and testing. The academic calendar committee looked at all options and presented these options to staff for approval. The new 2012-2013 calendar reflects the first semester ending prior to winter recess and includes all holidays, minimum days, parent conference days, and final exam days. These days are reflected on the calendar provided for your review. This calendar meets the annual instructional minutes requirement.

The minimum days for the 2012-2013 academic year are:

ELEMENTARY SCHOOL

November 9	Parent Conferences
November 13	Parent Conferences
November 14	Parent Conferences
November 15	Parent Conferences
November 16	Parent Conferences
December 21	Day Before Winter Recess
March 6	Parent Conferences
March 7	Parent Conferences
March 8	Parent Conferences
May 23	DATA Collective Bargaining Agreement
May 24	DATA Collective Bargaining Agreement
May 28	DATA Collective Bargaining Agreement
May 29	DATA Collective Bargaining Agreement
May 30	DATA Collective Bargaining Agreement

MIDDLE SCHOOL

October 17	Collaboration Day
December 20	Final Examination
December 21	Final Examinations
January 9	Collaboration Day
March 27	Collaboration Day
May 15	Collaboration Day
May 29	Final Examinations
May 30	Final Examinations

HIGH SCHOOL

September 19	Collaboration Day
October 17	Collaboration Day
December 19	Final Examinations
December 20	Final Examinations
December 21	Final Examinations
January 9	Collaboration Day
March 27	Collaboration Day
May 28	Final Examinations
May 29	Final Examinations
May 30	Final Examinations

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the 2012-2013 academic calendar as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Draft Academic Calendar for 2012-13 Draft

July 2012	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	July 4--Independence Day	0
August 2012	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	August 10--Optional Teacher Work Day August 13--First Teacher Work Day August 14--1st Day of Instruction	14
September 2012	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	September 3--Labor Day	33
October 2012	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	October 8--Columbus Day October 12--End of 1st Quarter	55
November 2012	1 2 3 4 5 6 7 8 9 10 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	November 2--End of 1st Trimester November 12--Veteran's Day November 19-21--Non School Days November 22-23--Thanksgiving	71
December 2012	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	December 21--End of 1st Semester December 24 - January 4--Winter Recess December 24, 25--Classified Holidays	86
January 2013	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	January 1--New Year's Day January 21--Martin Luther King Jr Birthday	104
February 2013	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28	February 15--Lincoln's Birthday February 18--Washington's Birthday February 22--End of 2nd Trimester	122
March 2013	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	March 15--End of 3rd Quarter March 18-22--Spring Recess March 29--In Lieu of Admission Day	137
April 2013	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30		159
May 2013	1 2 3 4 5 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	May 27--Memorial Day May 30-- Last Day of Instruction May 31--Optional Teacher Work Day	180
June 2013	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	June 3--Ten Month Classified Employee Work Day	180

First/Last Day of Instruction PURPLE

Quarter End ORANGE

Trimester End BLUE

Non-school Days GREEN

Legal Holiday RED

Winter/Spring Recess

MINIMUM DAY SCHEDULE

Elementary School	Middle School	High School
November 9, 13, 14, 15, 16	October 17	September 19
December 21	December 20, 21	October 17
March 6, 7, 8	January 9	December 19, 20, 21
May 23, 24, 28, 29, 30	March 27	January 9
	May 15	March 27
	May 29, 30	May 28, 29, 30

9. GENERAL ADMINISTRATION

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

BACKGROUND INFORMATION: At the regular meeting of the board on May 7, 2009, the board established protocol that requires the board to authorize all board member travel based upon the value of the travel and the status of the board's travel budget when evaluating each request.

CURRENT CONSIDERATIONS: Information and dates for registration have been received for the 2011 California School Boards Association (CSBA) Annual Education Conference and the Delegate Assembly meeting held just prior to the annual conference. The dates for the conference are December 1-3, 2011 in San Diego. Additionally, Mr. Farris is a member of the CSBA Delegate Assembly, and it is scheduled to meet on November 30, prior to the conference. While conference specifics are not yet available, the conference traditionally covers a broad range of issues, including effective governance; community engagement; finance, facilities and revenue generating strategies; green schools; partnerships and collaborations; student learning and achievement; and school, student, and staff wellness.

The cost of travel per member attending the full conference is estimated as follows:

Conference registration	\$425 (\$455 after 8/22, \$525 on site)
Hotel (3 nights)	\$240.00 per night = \$720. plus tax & fees
Meals (3 days @ \$50)	\$150

Additional costs will be incurred for mileage and parking.

The total estimated cost for all board members to attend is approximately \$10,000.

FINANCIAL IMPLICATIONS: The board allocated \$18,700 for its travel budget. No board travel funds have been encumbered for the 2011-12 fiscal year to date.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel for its members to attend the CSBA Annual Education Conference and for Mr. Farris to attend the CSBA Delegate Assembly meeting and determine to what extent it wishes to authorize these travel activities.

10. CONSTRUCTION ADMINISTRATION

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

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

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

FINANCIAL IMPLICATIONS: None

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

10. CONSTRUCTION ADMINISTRATION

10.2 Award of Contract for Special Inspection Services as Detailed in Attachment A to Steven Payte Inspections for the Sherman E. Burroughs High School Career and Technical Education Building

BACKGROUND INFORMATION: Construction has commenced on the new Career and Technical Education (CTE) building at Sherman E. Burroughs (BHS). The Division of the State Architect (DSA) requires special inspection services for specific portions of the construction of the Sherman E. Burroughs High School Career and Technical Education Building.

CURRENT CONSIDERATIONS: Steven Payte Inspections has previously provided inspection services to the district during the course of its modernization projects, as well as being the Inspector of Record for the new construction of the Sherman E. Burroughs High School Career and Technical Education Building. The district has been well satisfied with the quality of service. Steven Payte Inspections provides a full spectrum of special inspection services as well, which are detailed in Attachment.

FINANCIAL IMPLICATIONS: The estimated cost for special inspection services is between \$56,640 and \$62,240, based on the attached hourly fee schedule and specific inspections as required.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve a contract with Steven Payte Inspections for special inspection services for the new CTE building at Sherman E. Burroughs High School at a fee not to exceed \$62,240.

2011 Schedule of Fees

Title 24 California Code of Regulations
Required DSA Primary Inspection
Specialty Inspection
ASTM, ACI Sampling & Delivery

Schedule of Fees

The management of Stephen Payte DSA Inspections, Inc. is pleased to offer a full spectrum of DSA inspections, construction observation, materials sampling and delivery services to our clients. We appreciate your patronage, and we will continue to strive to offer quality services as we work together on current and future projects.

Fees for our most frequently requested services are presented in this schedule; our services other than those listed can be discussed as requested. To address the work scope and fees for a specific project, please contact our office.

Sincerely,

Stephen Payte, CEO
Steve@dsainspections.com

Rates for Services
Field inspection, sampling, testing, and personnel (hourly)
Prevailing wage projects

Material Sample Collection and Delivery	\$65 Per Hour
ACI, ASTM, Sampling Technician	\$65 Per Hour
Batch Plant Inspection	\$65 Per Hour
AWS-CWI Welding Inspection	\$70 Per Hour
ICBO Certified Special Inspection	\$70 Per Hour
DSA Masonry Inspection	\$70 Per Hour
Ground-Rod Testing	\$150 Each
DSA Class 1	\$75 Hour
DSA Class 2	\$70 Per Hour
DSA Class 3	\$65 Per Hour
DSA Assistant	\$60 Per Hour
In-Plant Relocatable	\$300 Per Floor
On-Site Relocatable	\$275 Per Floor

Minimum Charges and Expenses

1. Field testing and inspection times for projects other than Public Works are subject to a 2-hour minimum charge. Charges are calculated in 1-hour increments, and time is accumulated on a portal-to portal-basis, when back charged to the contractor.
2. Public Works projects will be billed a 4-hour minimum and in 4-hour increments, when back charged to the contractor.
3. Preparation and/or travel time will be charged at the hourly rate unless otherwise noted.
4. Third party services and materials will be charged in a cost plus percent basis.
5. Fees quoted in this fee schedule are for work performed during the regular business day. Work performed before 7 AM or after 5 PM will be charged at time and one-half. More than 8 continuous hours of work, Monday through Friday, and all Saturday work will be charged at time and one-half. Holidays and Sundays will be charged at double time.
6. Automobile expense will be charged portal to portal for field testing services from appropriate office at a rate of \$0.46 per mile.

11 BUSINESS ADMINISTRATION

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

BACKGROUND INFORMATION: GASB 54 is a new accounting standard which became effective in 2010-11. GASB 54 changes the classifications a district must use in reporting fund balance in all funds. A resolution is recommended to set forth appropriate procedures associated with designation of fund balances to appropriate new classifications.

CURRENT CONSIDERATION: In order to comply with GASB 54, a district must have procedures in place indicating the process in which a district commits and assigns fund balances. This resolution states that funds to be committed must be approved by formal action of the board (either board resolution or majority vote) and that the authority to assign funds be delegated to the Chief Business Official and Superintendent. This resolution also specifies the order in which funds are to be spent for appropriate expenditures, with the most restricted dollar being used first. A minimum general fund balance for the reserve of economic uncertainty of 5% of expenditures is also indicated in this resolution. With the exception of the definition of the various fund balance classifications; some of which have not been used previously; the other provisions of the resolution reflect the standard practice of the district.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is respectfully requested that the Sierra Sands Unified School District School Board of Education approve resolution #29 1011 establishing fund balance policies as required by GASB 54.

**BEFORE THE GOVERNING BOARD
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT
OF KERN COUNTY, STATE OF CALIFORNIA**

In the Matter of:

**ESTABLISHING FUND BALANCE
POLICIES AS REQUIRED BY GASB 54)**
_____)

RESOLUTION NO. #29 1011

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that is effective in fiscal year 2010-2011, and

WHEREAS, the Sierra Sands Unified School District wishes to comply with GASB 54 as required beginning with the current July 1, 2010 – June 30, 2011 fiscal year;

NOW, THEREFORE, the Board resolves as follows:

1. Fund Balance of the District may be committed for a specific source by formal action of the Board of Trustees. Amendments or modification to the committed fund balance must also be approved by formal action of the Board of Trustees. Committed fund balance does not lapse at year-end. The formal action required to commit fund balance shall be by board resolution or majority vote.
2. The Board of Trustees delegates authority to assign fund balance for a specific purpose to the Chief Business Official and Superintendent of the District.
3. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first and then unrestricted. Expenditures incurred in the unrestricted fund balances shall be reduced first from the committed fund balance, then from the assigned fund balance and lastly, the unassigned fund balance.
4. The Board of Trustees recognizes that good fiscal management comprises the foundational support of the entire District. To make that support as effective as possible, the Board intends to maintain a minimum fund balance of 5% of the District's general fund annual operating expenditures. If a fund balance drops below 3%, it shall be recovered at a rate of 1% minimally, each year. This policy should be revisited regularly for review.

The foregoing resolution on motion of _____, and seconded by _____ was duly passed and adopted this _____ day of _____, 20____, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTENTIONS: _____

BOARD OF TRUSTEES OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Tom Pearl, Board President

Tim Johnson, Vice President/Clerk

Amy Covert, Board Member

Judy Dietrichson, Board Member

Bill Farris, Board Member

Mike Scott, Board Member

Kurt Rockwell, Board Member

I HEREBY CERTIFY that the foregoing is a full, true, and correct excerpt from the Journal of the Board of Trustees of the Sierra Sands Unified School District pertaining to the adoption of the foregoing Resolution at a regular meeting held on _____, 20____.

Joanna Rummer, Superintendent,
Secretary of the Board of Education

Authorized Agent of the Board of Trustees
of the Sierra Sands Unified School District,
County of Kern, State of California

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in March, 2011 are submitted for approval. “A” warrants totaled \$2,177,038.75. “B” warrants totaled \$2,073,741.87.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

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

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,543,318.95
End of month classified	\$484,740.21
10th of month certificated	\$78,390.95
10th of month classified	\$70,588.64
Total "A" Warrants	\$2,177,038.75

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 199	\$34,866.00
Batch 200	Food Service
Batch 202	\$29,039.30
Batch 203	\$11,350.00
Batch 204	\$64,216.49
Batch 205	\$6,800.72
Batch 206	\$9,590.89
Batch 207	\$207,555.09
Batch 208	Food Service
Batch 209	\$350,456.00
Batch 210	\$15,855.56
Batch 211	\$14,493.06
Batch 212	\$43,820.16
Batch 213	\$75,454.71
Batch 214	\$13,957.98
Batch 215	\$68,658.87
Batch 216	\$970,207.82
Batch 217	\$5,688.84
Batch 218	\$50,494.68
Batch 219	\$9,967.41
Batch 220	Food Service
Batch 221	May
Batch 222	\$3,596.36
Batch 223	\$30,429.34
Batch 224	\$3,680.00
Batch 225	\$1,000.00
Batch 226	May
Batch 227	VOID
Batch 228	\$52,562.59
Total "B" Warrants	\$2,073,741.87

12. CONSENT CALENDAR

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

BACKGROUND INFORMATION: As required by the California Interscholastic Federation (CIF), the governing board of each school district must annually appoint league representatives for each school under its jurisdiction.

CURRENT CONSIDERATIONS: It is recommended that Dave Ostash, as principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2011-12 school year and athletic director, Robert Campbell be appointed as the principal's designee in his absence.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that Dave Ostash, as principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2011-12 school year and Robert Campbell be appointed to serve as the principal's designee.



MARIE M. ISHIDA, EXECUTIVE DIRECTOR

CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4658 DUCKHORN DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: MARIE M. ISHIDA

RE: ENCLOSED FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 21, 2011

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year 2011-2012**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.16) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than July 1, 2011 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.



MARIE M. ISHIDA, EXECUTIVE DIRECTOR

CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE • 4658 DUCKHORN DRIVE • SACRAMENTO, CA 95834 • (916) 239-4477 • FAX (916) 239-4478 • CIFSTATE.ORG

2011-2012 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 1, 2011.**

Sierra Sands Unified _____ School District/Governing Board at its May 19, 2011 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2011-2012 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Burroughs High School
NAME OF REPRESENTATIVE Dave Ostash POSITION Principal
ADDRESS 500 E. French Street CITY Ridgecrest ZIP 93555
PHONE 760-375-4476 FAX 760-375-1735 E-MAIL dostash@ssusd.org

NAME OF SCHOOL Burroughs High School
NAME OF REPRESENTATIVE Robert Campbell POSITION Athletic Director
ADDRESS 500 E. French Street CITY Ridgecrest ZIP 93555
PHONE 760-375-4476 FAX 760-375-1735 E-MAIL rcampbell@ssusd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Joanna Rummer Signature _____
Address 113 W. Felspar Ave. City Ridgecrest Zip 93555
Phone 760-499-1600 Fax 760-375-3338

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE. SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

12. CONSENT CALENDAR

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

BACKGROUND INFORMATION: Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool, located at Inyokern Elementary, in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool and serve students at Pierce Elementary. An additional application in 2008-2009 resulted in the creation of a state preschool at Faller Elementary.

Sierra Sands has contracted with High Desert Leapin' Lizards, Inc since 2005-2006 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Pre-School Children. Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. is required. The contract has been reviewed by Schools Legal Service. The terms and conditions of this year's contract remain the same with the exception of an adjustment to the administrative fee (item 15- paragraph) which aligns how administrative fees are handled in both of High Desert Leapin' Lizards subcontracts (preschool and ASSES).

FINANCIAL IMPLICATIONS: Funding for the state preschool is provided by the State of California through the CDE Child Development Services. Preschool is a protected Tier 1 program. Funding currently totals \$549,769 for the three sites.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of a state preschool program at Faller, Inyokern and Pierce School sites for the 2011-2012 school year as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S CHILD DEVELOPMENT PROGRAMS

This Agreement, effective July 1, 2011, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards Child Development Center, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to continue a program which delivers child care and developmental services to eligible children and families pursuant to the Child Care and Development Services Act, California Education Code Section 8200 et seq., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

B. The PROVIDER is a private entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;

C. The child care and developmental services which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the operation of the State pre-schools located at the Faller Elementary School, Inyokern Elementary School and the Pierce Elementary School;

D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements;

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding;

Accordingly, based upon these Recitals and the promises exchanged by the DISTRICT and the PROVIDER, as set out below, it is agreed as follows:

TERMS

1. The parties agree that in performing the services specified in this Agreement, the PROVIDER shall act as an independent contractor and shall have control of all work and the manner in which it is performed. PROVIDER shall be free to contract for similar services to be performed for other parties while under contract with the DISTRICT. PROVIDER will not accept such engagements which interfere with performance under this Agreement.

PROVIDER's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the DISTRICT may provide for its employees. At no time shall the Provider be, or represent itself to be, an officer, agent, or employee of the DISTRICT or State of California.

Nothing contained in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. PROVIDER shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the DISTRICT and any individual assigned by the PROVIDER to perform any supplemental educational services.

PROVIDER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which PROVIDER's employees or subcontractors may be entitled to receive in connection with performing services. PROVIDER shall be solely responsible for withholding and paying all applicable payroll taxes and contributions including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. PROVIDER agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to make such payment, including self-employment taxes.

If the DISTRICT is held to be a partner, joint venturer, co-principal, employer, or co-employer of the PROVIDER, the PROVIDER shall hold harmless and indemnify the DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the DISTRICT as a result of that holding.

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT's statutory and regulatory requirements, including but not limited to California Education Code Sections 8200-8499.7, California Code of Regulations, Title 5, Sections 18000-18308, and 4600-4672, and the Child Care Facility Licensing requirements of California Code of Regulations, Title 22, Division 12. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER also agrees to administer the PROGRAM in strict accordance with the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, Child Development Division. Finally,

the PROVIDER will comply with the policies of the DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. PROVIDER will comply with the requirements set out in Exhibit A entitled "Funding Terms and Conditions and Program Requirements for Child Development Programs," which is, by this reference, expressly incorporated into and made a part of this Agreement. Funding Terms and Conditions may be located at <http://www.cde.ca.gov/fg/aa/cd/index.asp>

3. All child care and development activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education, Child Development Division, and Exhibit A. In providing the agreed to child care and development activities, the PROVIDER agrees to not exceed its authorized budget.
4. PROVIDER agrees to allow the DISTRICT unfettered access to the PROGRAM so that the DISTRICT may monitor and evaluate the PROVIDER's performance. PROVIDER understands that the DISTRICT may make recommendations so that the PROVIDER's performance meets the requirements of the ACT and also complies with the best practices. The PROVIDER agrees to receive scheduled or unscheduled visits by a representative of the DISTRICT and/or the California Department of Education. The PROVIDER agrees to allow parents unlimited access to their children while they are in the care of the PROVIDER. The PROVIDER agrees to submit to the DISTRICT such reports as may be required by the directives of the Child Development Division, California State Department of Education, or by the DISTRICT. The PROVIDER also agrees to prepare and retain, and permit the DISTRICT to inspect as it deems necessary, all PROVIDER's agency records, including children's files, to assure PROVIDER's compliance all in accordance with the requirements of Exhibit A entitled Funding Terms and Conditions and Program Requirements for Child Development Programs.

Reports are to be submitted according to but not limited to the following list:

- A. Annual projected budget – due by May 15 for approval.
- B. Annual projected calendar stating child days of operation – Due May 15 for approval.
- C. Financial reports – Private provider's reports due bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
- D. All line item budget revisions – due as requested, must be approved prior to change.
- E. Attendance reports - due by the 10th of each month.
- F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
- G. Estimated final financial report – due July 5.

- H. Final financial report for State – due July 31.
 - I. Agency Annual Report– due to CDE by June 1 annually.
 - J. Copy of Independent audit – due December 31, annually.
5. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
 6. The PROVIDER warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the DISTRICT shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.
 7. Subject to receipt of funds from the Child Development Division, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures. The PROVIDER shall maintain such records and accounts including property, personnel, child attendance (including individual Sign In-Out Cards), and financial records as are deemed necessary by DISTRICT and the Child Development Division, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE Child Development Division.
 8. By giving a 30-day written notice specifying the effective date, the DISTRICT may terminate this contract in whole or in part for cause, which shall include: (1) failure of the PROVIDER, for any reason, to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and the Child Development Division directives as may become generally applicable at any time; (2) submission by the PROVIDER to the DISTRICT of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by the Child Development Division of funding to the DISTRICT under which this contract is made, or the portion thereof granted by this contract. The DISTRICT may also assign and transfer this contract when required by the Child Development Division direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the Child Development Division to the grant to the DISTRICT, the PROVIDER shall terminate the contract by giving 30 days written notice to the DISTRICT, signifying the effective date thereof.

Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports

purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the Child Development Division directives, and the PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

This Agreement may be terminated without cause by either party prior to its normal expiration date. The party desiring early termination must provide written notice to the non-terminating party. Early termination may be effective no sooner than 30 calendar days after actual receipt of the written notice.

9. PROVIDER shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils, to submit fingerprints consistent with California Education Code Sections 33192 and 44237. PROVIDER shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2, including but not limited to obtaining California Department of Justice ("DOJ") clearance for the PROVIDER's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ clearance is ascertained, and certifying in writing and providing such certification to the DISTRICT that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. In addition, the PROVIDER will not employ anyone who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, the PROVIDER shall make a request for subsequent arrest notification from DOJ as required by California Penal Code Section 11105.2.

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 45 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER shall comply with the

requirements of California Education Code Sections 35021 et seq., 49406, and California Health and Safety Code Section 3454(a) regarding the examination of PROVIDER's employees and volunteers for tuberculosis. PROVIDER shall provide to the DISTRICT documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by the PROVIDER before an individual comes in contact with a DISTRICT student.

PROVIDER shall comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of the subject services, including securing and maintaining in force such permits and licenses as are required by law in connection with furnishing services pursuant to this Agreement. PROVIDER warrants that its staff members and paraprofessionals shall also meet any requirements of the Act that may apply to them.

10. Provider agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those specified in Item 18, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.
11. To ensure total parent involvement in the program, each PROVIDER must have a Parent Advisory Committee which functions in accordance with Funding Terms and Conditions as designated in Exhibit A.
12. Each PROVIDER's Parent Advisory Committee shall meet on a regular basis. It will be the responsibility of the PROVIDER to retain the following documentation for review by the DISTRICT.
 - A. Sign-in sheets for all parent meetings.
 - B. Minutes of all parent meetings.
13. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of \$36,000. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less \$3,600/month for 10 consecutive months. The PROVIDER will report all interest and parent fees earned if applicable.
14. Apportionments will be reduced if the PROVIDER's expenditures are projected to be less than the total contract amount or if the PROVIDER is serving fewer children than the minimum stated. PROVIDER must reimburse

DISTRICT any funds received which were not expended and/or earned through enrollment by June 30 of each fiscal year.

15. The PROVIDER's approved budget (forwarded under separate cover) shall be expended according to budget object classification by the DISTRICT. All requests for transfer of funds in the provider-approved budget must be submitted on the proper forms and have prior written approval from the DISTRICT before any expenditures can be incurred which may be involved as a result of these requested transfers.

In no case can equipment be purchased for \$500.00 or more per item (including tax, shipping, etc.) without advance approval of the DISTRICT. Copies of equipment invoices are to be sent with expenditure claims. The DISTRICT shall maintain all equipment items over \$500 in an inventory record system. All equipment items over \$5,000 and any capital outlay expenditures need prior approval by the Child Development Division. Three bids and justification are required for such approval. All property acquired pursuant to this contract is and remains the property of the DISTRICT and disposition thereof will be subject to the requirements of the Child Development Division. The PROVIDER will not sell, abandon, donate, or otherwise convey such property except at the discretion of the DISTRICT.

Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant/ earned contract amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2011-2012 contract award. Adjustments to the administration fee may be made up to three times per year in response to reductions to the contract by the state, under-earning of the contract due to low student enrollment, or additional preschool contracts amounts received by the DISTRICT.

16. The PROVIDER will close their accounting, attendance and nutrition (if applicable) records on the last day of each month for preparation of the required monthly statement to be submitted to the DISTRICT no later than the tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.
17. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent

contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

PROVIDER shall have no obligation to defend, hold harmless, or indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, consultants, and/or other representatives for the DISTRICT's sole negligence or willful misconduct.

This indemnity shall survive termination of this Agreement, and/or final payment hereunder, and is in addition to any other rights or remedies that the DISTRICT or the State of California may have under law and/or otherwise."

18. For the duration of this Agreement, the PROVIDER shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance under this Agreement by the PROVIDER, its agents, representatives, or employees.

During the entire term of this Agreement, PROVIDER shall keep in effect policies of:

- A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);
- B. Automobile liability insurance, if a vehicle may be used in providing services;
- C. Professional liability/errors and omissions coverage including sexual molestation and abuse; and
- D. Workers' compensation insurance/employer's liability insurance if PROVIDER may use employees in providing services.

PROVIDER shall maintain limits of insurance no less than:

- A. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If commercial general liability insurance or other form with a general aggregate

limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

B. Automobile Liability: \$1,000,000 combined single limit.

C. Professional liability/errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.

D. Workers' compensation and employer's liability as required by the state in which the services are performed: \$1,000,000/\$1,000,000/\$1,000,000.

For all insurance coverages procured by the PROVIDER, the following terms apply:

A. Deductibles and self-insured retentions may not exceed \$25,000.

B. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:

(i) DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insured's with regard to: liability arising out of activities performed by or on behalf of the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER; or automobiles owned, leased, hired, or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT and the State of California.

(ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by the DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT and the State of California .

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

D. PROVIDER shall furnish the DISTRICT with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by the DISTRICT before services are provided.

19. The term of this agreement shall be from July 1, 2011 to and including June 30, 2012.
20. The manner in which funds shall be expended hereunder is fully set forth on Exhibit B, entitled "Funding Page" which is attached hereto and incorporated herein by this reference as though fully set forth herein and here at.
21. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological."
22. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.
23. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.

PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

24. This agreement may only be amended by the mutual written consent of the parties hereto, except that the DISTRICT may unilaterally amend the contract to accomplish the below-listed changes:
- A. Increase in dollar amounts or rates.
 - B. Administrative changes.
 - C. Changes required by law or regulations.
25. This agreement is the complete and exclusive statement of the mutual understanding of the parties. This contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.
26. Nothing in this Agreement shall be construed to require the DISTRICT to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the ACT. This Agreement does not create a multiple fiscal year obligation. DISTRICT's financial obligation contained in this Agreement is subject to annual appropriation made pursuant to the ACT. DISTRICT has no obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement.”
27. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DISTRICT:

PROVIDER:

Name _____
Title Superintendent:

Name _____
Title _____
TAX ID Number _____

EXHIBIT A

FUNDING TERMS AND CONDITIONS

Standard provisions for State Contracts

Funding Terms and Conditions may be located at
<http://www.cde.ca.gov/fg/aa/cd/index.asp>

EXHIBIT B

FUNDING PAGE

(Based upon FY 2010-2011 contract)

Program	Sierra Sands Unified	State Preschool Inyokern, Pierce, and Faller
Funding Amount	<u>\$549,769</u>	
Child Days of Enrollment-minimum	<u>16,171.0</u>	
Potential Enrollment	<u>144 students</u>	(24 X 2 sessions X 3 sites)
CDE Contract #	<u>CSPP-0132 15-7374-(10-11)</u>	
Maximum Daily Rate	<u>\$34.00</u>	
Minimum Days of Operation	<u>210 days</u>	

12. CONSENT CALENDAR

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

BACKGROUND INFORMATION: The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade. The ASES program must be aligned with the content but not be a repeat of the regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of an educational and literacy element that provides tutoring and/or homework assistance designed to help students meet state standards. In addition, an educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program. All staff members who directly supervise pupils must meet the minimum qualifications equivalent to an instructional aide in the school district. The program must maintain a pupil-to-staff member ratio of no more than 20 to 1. A nutritious snack is provided daily to students participating in the program. ASES grantees are required to operate programs a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year.

CURRENT CONSIDERATIONS: ASES programs began at Faller, Inyokern and Pierce Elementary Schools on March 19, 2007. The 2011-2012 programs will provide services for up to 84 students at Faller, 64 students at Inyokern, and 84 students at Pierce. Per program requirements, SSUSD must serve as the fiscal agent for the program, and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This Agreement will cover necessary expenses from July 1, 2011 through June 30, 2012. The advance fee has been increased from \$18,000 in 2010-2011 to \$24,000 in 2011-2012 to more accurately reflect startup expenses. Advance fees are paid back to the district by deducting one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

FINANCIAL IMPLICATIONS: The After School Education and Safety Program is a Tier 1 Program and funding is provided by the State of California in the amount of \$343,500 to run the after school programs at three sites. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of after school programs at Faller, Inyokern, and Pierce School sites for the 2011-12 school year as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S AFTER SCHOOL EDUCATION & SAFETY (ASES) PROGRAMS

This Agreement, effective July 1, 2011, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards, Inc, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to establish a program by which after school services are provided to eligible children and families pursuant to the After School Safety & Education Act, amended California Education Code Section 8482-8484.6., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

B. The PROVIDER is a non-profit entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;

C. The after school education and safety services (ASES) which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the creation and operation of the After School programs located at the Faller Elementary, Inyokern Elementary School, and Pierce Elementary School,

D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

Accordingly, based upon these Recitals and the promises exchanged by the DISTRICT and the PROVIDER, as set out below, it is agreed as follows:

TERMS

1. The parties agree that in performing the services specified in this Agreement, the PROVIDER shall act as an independent contractor and shall have control of all work and the manner in which it is performed. PROVIDER shall be free to contract for similar services to be performed for other parties while under contract with the DISTRICT. PROVIDER will not accept such

engagements which interfere with performance under this Agreement. PROVIDER's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the DISTRICT may provide for its employees. At no time shall the Provider be, or represent itself to be, an officer, agent, or employee of the DISTRICT or State of California.

Nothing contained in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. PROVIDER shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the DISTRICT and any individual assigned by the PROVIDER to perform any supplemental educational services.

PROVIDER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which PROVIDER's employees or subcontractors may be entitled to receive in connection with performing services. PROVIDER shall be solely responsible for withholding and paying all applicable payroll taxes and contributions including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. PROVIDER agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to make such payment, including self-employment taxes.

If the DISTRICT is held to be a partner, joint venturer, co-principal, employer, or co-employer of the PROVIDER, the PROVIDER shall hold harmless and indemnify the DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the DISTRICT as a result of that holding.

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT's statutory and regulatory requirements, including but not limited to California Education Code Sections 8482-8484.6. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER also agrees to administer the PROGRAM in strict accordance with the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, After School Education and Safety Department. Finally, the PROVIDER will comply with the policies of the

DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. The PROVIDER will support the applicant activities in Exhibit A.

All after school activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education. In providing the agreed to after school activities, the PROVIDER agrees to not exceed its authorized budget. EXHIBIT B

3. PROVIDER agrees to allow the DISTRICT unfettered access to the PROGRAM so that the DISTRICT may monitor and evaluate the PROVIDER's performance. PROVIDER understands that the DISTRICT may make recommendations so that the PROVIDER's performance meets the requirements of the ACT and also complies with the best practices. The PROVIDER agrees to receive scheduled or unscheduled visits by a representative of the DISTRICT and/or the California Department of Education. The PROVIDER agrees to allow parents unlimited access to their children while they are in the care of the PROVIDER. The PROVIDER agrees to submit to the DISTRICT such reports as may be required by the directives of the California State Department of Education, or by the DISTRICT. The PROVIDER also agrees to prepare and retain, and permit the DISTRICT to inspect as it deems necessary, all PROVIDER's agency records, including children's files, to assure PROVIDER's compliance all in accordance with the program requirements.

Reports are to be submitted according to but not limited to the following list:

- A. Annual projected budget – due by May 15 for approval.
 - B. Annual projected calendar stating after school days of operation – Due May 15 for approval.
 - C. Financial reports – Private provider's invoice reports bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
 - D. All line item budget revisions – due as requested, must be approved prior to change.
 - E. Attendance reports - due by the 10th of each month for entry into ASSIST
 - F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
 - G. Final financial report – due July 10.
 - H. Evaluation Annual Report– assist DISTRICT with completion by July 1 annually.
 - I. Copy of Independent audit – due December 31, annually.
4. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

5. The PROVIDER warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the DISTRICT shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fees, or to seek such other remedies as may be legally available.
6. Subject to receipt of funds from the CDE After School Education and Safety Office, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures subject to the budget outlined in Exhibit B. The PROVIDER shall maintain such records and accounts including property, personnel, student attendance (including signatures and computerized records), and financial records as are deemed necessary by DISTRICT and the CDE After School Education and Safety Office, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE After School Education and Safety Office.
7. By giving a 30-day written notice specifying the effective date, the DISTRICT may terminate this contract in whole or in part for cause, which shall include: (1) failure of the PROVIDER, for any reason, to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and the CDE After School Education and Safety Office directives as may become generally applicable at any time; (2) submission by the PROVIDER to the DISTRICT of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by the CDE After School Education and Safety Office of funding to the DISTRICT under which this contract is made, or the portion thereof granted by this contract. The DISTRICT may also assign and transfer this contract when required by the CDE After School Education and Safety Office direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the CDE After School Education and Safety Office to the grant to the DISTRICT, the PROVIDER shall terminate the contract by giving 30 days written notice to the DISTRICT, signifying the effective date thereof.

Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the CDE After School Education and Safety Office directives, and the PROVIDER shall be entitled to

compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

This Agreement may be terminated without cause by either the DISTRICT or PROVIDER prior to its normal expiration date. The party desiring early termination must provide written notice to the non-terminating party. Early termination may be effective no sooner than 30 calendar days after actual receipt of the written notice.

8. PROVIDER shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils, to submit fingerprints consistent with California Education Code Sections 33192 and 44237. PROVIDER shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2, including but not limited to obtaining California Department of Justice ("DOJ") clearance for the PROVIDER's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ clearance is ascertained, and certifying in writing and providing such certification to the DISTRICT that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. In addition, the PROVIDER will not employ anyone who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, the PROVIDER shall make a request for subsequent arrest notification from DOJ as required by California Penal Code Section 11105.2.

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 30 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and California Health and Safety Code Section 3454(a) regarding the examination

of PROVIDER's employees and volunteers for tuberculosis. PROVIDER shall provide to the DISTRICT documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by the PROVIDER before an individual comes in contact with a DISTRICT student.

PROVIDER shall comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of the subject services, including securing and maintaining in force such permits and licenses as are required by law in connection with furnishing services pursuant to this Agreement. PROVIDER warrants that its staff members and paraprofessionals shall also meet any requirements of the Act that may apply to them.

9. PROVIDER agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. All transactions into and out of the ASES bank account shall be clearly indicated through detailed ledger entries. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those indicated in item 13, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.
10. The PROVIDER's approved budget (Exhibit B) shall be expended according to budget object classification by the DISTRICT. All requests for transfer of funds in the provider-approved budget must be submitted on the proper forms and have prior written approval from the DISTRICT before any expenditure can be incurred which may be involved as a result of these requested transfers.

In no case can equipment be purchased for \$500.00 or more per item (including tax, shipping, etc.) without advance approval of the DISTRICT. Copies of equipment invoices are to be sent with expenditure claims. The DISTRICT shall maintain all equipment items over \$500 in an inventory record system. All equipment items over \$5,000 and any capital outlay expenditures need prior approval by the CDE After School Education and Safety Office. Three bids and justification are required for such approval. All property acquired pursuant to this contract is and remains the property of the DISTRICT and disposition thereof will be subject to the requirements of the CDE After School Education and Safety Office. The PROVIDER will not sell, abandon, donate, or otherwise convey such property except at the discretion of the DISTRICT.

Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of

Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

11. The PROVIDER will close their accounting, attendance and nutrition (if applicable) records on the last day of each month for preparation of the required monthly statement to be submitted to the DISTRICT no later than the fifth and tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.
12. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

PROVIDER shall have no obligation to defend, hold harmless, or indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, consultants, and/or other representatives for the DISTRICT's sole negligence or willful misconduct.

This indemnity shall survive termination of this Agreement, and/or final payment hereunder, and is in addition to any other rights or remedies that the DISTRICT or the State of California may have under law and/or otherwise."

13. For the duration of this Agreement, the PROVIDER shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance under this Agreement by the PROVIDER, its agents, representatives, or employees.

During the entire term of this Agreement, PROVIDER shall keep in effect policies of:

A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);

B. Automobile liability insurance, if a vehicle may be used in providing services;

C. Professional liability/errors and omissions coverage including sexual molestation and abuse; and

D. Workers' compensation insurance/employer's liability insurance if PROVIDER may use employees in providing services.

PROVIDER shall maintain limits of insurance no less than:

A. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).

B. Automobile Liability: \$1,000,000 combined single limit.

C. Professional liability/errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.

D. Workers' compensation and employer's liability as required by the state in which the services are performed: \$1,000,000/\$1,000,000/\$1,000,000.

For all insurance coverages procured by the PROVIDER, the following terms apply:

A. Deductibles and self-insured retentions may not exceed \$25,000.

B. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:

(i) DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insureds with regard to: liability arising out of activities performed by or on behalf of the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER; or automobiles owned, leased, hired, or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT and the State of California.

(ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained

by the DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT and the State of California .

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

D. PROVIDER shall furnish the DISTRICT with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by the DISTRICT before services are provided.

14. The term of this agreement shall be from July 1, 2011 to and including June 30, 2012.
15. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of \$24,000 as an advance fee. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less \$2,400/month (September through June). The PROVIDER will report all interest and parent fees earned if applicable.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2011-2012 contract award.

16. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological.”
17. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.

18. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.

PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

19. This agreement may only be amended by the mutual written consent of the parties hereto, except that the DISTRICT may unilaterally amend the contract to accomplish the below-listed changes:
- A. Increase in dollar amounts or rates.
 - B. Administrative changes.
 - C. Changes required by law or regulations.
20. This agreement is the complete and exclusive statement of the mutual understanding of the parties. This contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.
21. Nothing in this Agreement shall be construed to require the DISTRICT to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the ACT. This Agreement does not create a multiple fiscal year obligation. DISTRICT's financial obligation contained in this Agreement is subject to annual appropriation made pursuant to the ACT. DISTRICT has no

obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement.”

- 22. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.
- 23. PROVIDER agrees to support the policies and procedures of the district including behavioral expectations and school rules.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DISTRICT:

PROVIDER:

BY:

Joanna Rummer
Superintendent
Date_____

BY:
TAX ID Number_____

Date _____

12. CONSENT CALENDAR

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

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case # 17 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, however, suspending the 2011-12 fall semester and allowing the student to reapply for admission under a behavior contract in August, 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #17 1011 as presented.