

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education Regular Meeting

MAY 17, 2012
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, Vice President/Clerk
Tim Johnson, President
Tom Pearl
Kurt Rockwell
Michael Scott
Student Member, Leah Ostermann

Joanna Rummer, Superintendent

MOMENT OF SILENCE

Following the moment of silence, President Johnson will make a presentation to our student board member, Leah Ostermann.

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 19, 2012.

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation of the Sierra Sands Community Service Award to Mr. Christopher LeCornu

3. PROGRAMS AND PRESENTATIONS (continued)

- 3.2 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers
- 3.3 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

- 4.1 Public Hearing Relating to the Use of 2012-2013 Tier III State Categorical Funds

5. REPORTS AND COMMUNICATIONS

- 5.1 Student Member's Report
- 5.2 Reports from Members of the Board
- 5.3 Superintendent's Report
 - Enrollment Report
 - Graduation/Promotions

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 Annual Review of Participation in the Regional Occupational Program (ROP)
- 6.2 Report to the Board: Changes to Specific High School Courses to More Closely Align to the Common Core Standards and UC/CSU Eligibility Requirements
- 6.3 Revision of Mathematics Pathway: Approval of an Algebra 2 Course for Grades 9-12 at Burroughs High School
- 6.4 Approval of Advanced Placement Studio Art Courses at Burroughs High School, Studio Art 2-D and Studio Art Drawing
- 6.5 Proposed Receipt and Use of 2012-2013 Tier III State Categorical Funds And Adoption of Resolution #30 1112

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

9.2 Authorization for Board Member Travel

10. CONSTRUCTION ADMINISTRATION

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

10.2 Approval of Contract with Digital Networks Group, Inc. for Pole-Vault System and Video Surveillance System at Las Flores Elementary School

10.3 Approval of Contract with Digital Networks Group, Inc. for Pole-Vault System in the multipurpose room at Faller Elementary School

10.4 Award of Contracts to Balfour Beatty Construction for Modernization of the Career Technical Education (CTE) TV Video Classroom and Modernization of Construction/Wood Tech Classrooms at Burroughs High School

10.5 Request for the Authority to Award a Contract to the Low Qualified Bidder for Sierra Sands Unified School District Request for Proposal (RFP 212-007) for Hazardous Material Abatement/Mitigation for Phase II, Career and Technical Education (CTE) Facilities Construction and/or Modernization at Burroughs High School

10.6 Request for the Authority to Award a Contract to the Low Qualified Quote for Sierra Sands Unified School District Request for Quote (RFQ 212-008) for Division of the State Architect (DSA) Inspector of Record (IOR) Services for Phase II, Career and Technical Education (CTE) Facilities Construction and/or Modernization at Burroughs High School

11. BUSINESS ADMINISTRATION

11.1 Authorization to Permit Southern California Edison (SCE) to Purchase a “Right of Way” Easement in the Amount of \$8,400.00 for Assessor Parcel Number 418-010-06 (Corner of Ward and Norma Streets, Also Described as the Sierra Vista Center) by Approving Resolution #31 1112

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

12.2 Report to the Board on Solid Waste Hauling Services

12.3 Approval of Student Teaching Agreement with Azusa Pacific University

12. CONSENT CALENDAR

- 12.4 Approval of Perkins Career Technical Education Application for Funding for the 2012-2013 School Year
- 12.5 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 2012-2013 School Year
- 12.6 Approval of Agreement with High Desert Leapin' Lizards , Inc. for Operation of a State Preschool Program in 2012-2013
- 12.7 Approval of Recommendations for Expulsion, Expulsion Cases #7 1112, #8 1112, and #9 1112.

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be June 21, 2012.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: April 19, 2012

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

MEMBERS ABSENT: None

STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Leah Ostermann.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted, noting the board will hear the Inyo-Kern School Financing Authority Agenda items following Item 10.2.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special, special concurrent, and regular meetings of March 15, 2012 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

- Barnhart Balfour Beatty – Presentation to B-Mountain Foundation
Ron Leith, Construction Superintendent for the CTE Building presented a check to Board President Johnson and Superintendent Rummer for \$3,000 for the CTE fundraising effort.
- Citizen's Oversight Committee Annual Report
Arlene Decker, Vice Chair of the Citizen's Oversight Committee presented the annual report of the Citizen's Oversight Committee.
- Libraries, Literacy, and Student Achievement: How the BHS Library Impacts Student Learning
Mr. Ostash introduced Charlene Paxton, Librarian at BHS who presented an overview of how libraries have changed in the digital world. Just a few of the highlights of events held at the library are the Book Club, Book Fair, and Book Reviews by students. Ms. Paxton shared that resources the students have on-line from the library are verified trusted sources students can use confidently for their research compared to resources available in today's world of information overload. Several students shared about their love of being in the library and how the environment meets their needs.

Libraries, Literacy, and Student Achievement: How the BHS Library Impacts Student Learning (continued)

Ms. Cracraft, library assistant, spoke about the Book Fair, inviting everyone to come and enjoy the last day of the Book Fair tomorrow, and additionally shared other information and resources available to the students at the BHS library.

4. PUBLIC HEARING

- 4.1 Public Hearing for the Initial Contract Proposal for reopeners for 2012-13 from the California School Employees Association (CSEA) to the Board of Education
- 4.2 Public Hearing for the Initial Contract Proposal for reopeners for 2012-13 from the Board of Education to the California School Employees Association (CSEA)
- 4.3 Public Hearing for the Initial Contract Proposal for reopeners for 2012-13 from the Desert Area Guidance Association (DAGA) to the Board of Education
- 4.4 Public Hearing for the Initial Contract Proposal for reopeners for 2012-13 from the Board of Education to the Desert Area Guidance Association (DAGA)

All public hearings were held and there were no speakers on Items 4.1, 4.2, 4.3 and 4.4.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Student Member Leah Ostermann gave the following report:

James Monroe: An assembly was held, *Rock to Star*, to encourage students for the upcoming STAR Testing. Eighty CJSF students were rewarded with a trip to Knott's Berry Farm. Progress reports will be sent home next week and our eighth grade students are gearing up for their May Madness Night.

Mesquite: Staff recently attended a Google.Docs training. STAR Testing is coming up and students are preparing for that assessment. Planning is progressing for the Prom and the theme is Mesquite Magic.

Murray: The Touch of Class day was a big success. Murray held a Pastry for Parents meeting, participated in the Junior Olympics, and held the final dance of the year.

BHS: The last Spirit Day was held at BHS and the drama students are presenting *Rosencrantz and Guildenstern are Dead*. Students are gearing up for the ASB elections for next year's officers and are also preparing for the annual dodge ball contest.

5.2 Reports from Members of the Board

Mrs. Dietrichson reported it is National Volunteer Week and thanked all the numerous volunteers who help out at our schools. Mrs. Covert enjoyed attending the CTE building dedication ceremony and is looking forward to all the end of the year activities.

5.3 Superintendent's Report

- Enrollment Report: Mrs. Rummer report we have 4,974 students enrolled and our attendance is strong at 95.2%.
- Open House Schedule: Open houses will be held from May 1, 2012 through May 23, 2012. Please check your school site or the district web site for those specific dates. All are welcome.

5.3 Superintendent's Report (continued)

- Open Enrollment: Open enrollment begins May 1, 2012 through May 15, 2012 and forms are available at each school site and the district office.
- Schedule Date for the Evaluation of the Superintendent: Mrs. Rummer would like to schedule this the week of May 24, 2012 through June 1, 2012. Mrs. Burson will work with the board to schedule this meeting.

5.4 Communications

5.5 Comments from the public on items not on the agenda

Mrs. Maureen Glennon brought a petition and passed it to the board members asking them to sign the petition regarding the increase in sales tax.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Addendum to Single Plans for Student Achievement (SPSA) at Inyokern Elementary School and Burroughs High School

Motion passed to approve the addendum to Single Plans for Student Achievement at Inyokern and Burroughs. DIETRICHSON/COVERT

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

6.2 Adoption of Textbooks and Instructional Materials for English Language Arts Grades 6-8, Transitional Kindergarten, and ROP Construction

Motion passed to adopt the textbooks and instructional materials for English Language Arts grades 6-8, Transitional Kindergarten and ROP Construction. SCOTT/ROCKWELL

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

6.3 Adoption of County Wide Plan for Providing Educational Services for Expelled Students

Motion passed to adopt the county wide plan for providing educational services for expelled students. COVERT/DIETRICHSON

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

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

8. PERSONNEL ADMINISTRATION (continued)

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

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

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

8.3 Declaration of Need for Fully Qualified Teachers for the 2012-13 School Year

Motion passed to approve the declaration of need for fully qualified teachers for the 2012-13 school year. COVERT/DIETRICHSON

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

8.4 Adoption of Resolution #28 1112, Teacher Appreciation Week and Day of the Teacher

Motion passed to adopt Resolution #28 1112, Teacher Appreciation Week and Day of the Teacher. COVERT/ROCKWELL

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

8.5 Adoption of Resolution #29 1112, Classified Employee Week

Motion passed to adopt Resolution #29 1112, Classified Employee Week. DIETRICHSON/COVERT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: From Mr. Crawford, an HP printer/scanner to the district with an estimated value of \$30, from Mandy Loughlin of Family Food Pantry, \$320 to Mr. Williams' class at Pierce for a field trip to Santa Cruz Island and from Mr. Bob McDiarmid a computer with an estimated value of \$100 to the district. FARRIS/COVERT

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

- 9.2 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 January 1, 2012 to March 31, 2012.

- 9.3 Changes to the Adopted Academic Calendar for 2012-13

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

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

- 9.4 Adoption of Board Meeting Calendar for the 2012-13 School Year

Motion passed to adopt the board meeting calendar for the 2012-13 school year, noting the following changes. The July board meeting is scheduled for July 19, 2012, not as listed in the packet on July 10th. This was a typographical error. Also, with a request from Board President Johnson, the September board meeting was changed to be held on September 13, 2012.
DIETRICHSON/COVERT

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

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

Motion passed to approve the board travel to the Annual California School Boards Association (CSBA) Education Conference and Delegate Assembly Meeting, noting one change to the information presented. The amended motion stated that the dollar amount allowable for this travel be changed to include all seven board members rather than six members as listed in the packet.

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

10. CONSTRUCTION ADMINISTRATION

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

Mr. Auld gave an update on all the construction projects in the district. He also showed the time lapse video of the building of the CTE building.

No action was taken as this item was presented for informational purposes only.

10. CONSTRUCTION ADMINISTRATION (continued)

10.2 Authorization to Contract with Silver Creek Industries for the Acquisition of Kindergarten Classrooms for Las Flores Elementary School

Motion passed to contract with Silver Creek Industries for the acquisition of kindergarten classrooms at Las Flores School in an amount not to exceed \$300,000. DIETRICHSON/COVERT

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

10.3 Approval of Amendments #2, #3, and #4 to the Balfour Beatty Contract for the Las Flores Elementary School Modernization Project

Motion passed to approve Amendments #2,#3, and #4 to the Balfour Beatty Contract for the Las Flores Elementary School modernization project. DIETRICHSON/COVERT

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

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrants

12.2 Approval of Out of State Travel for selected Murray and Burroughs Students and Teachers

12.3. Report to the Board on Solid Waste Hauling Services

12.4 Approval of Recommendation of Administrative Hearing Panel Regarding Enrollment Request from a Student Expelled from Another District, Case #D02 1112

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

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:55 p.m.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 19, 2012

TIME OF MEETING: 6:40 p.m.
The Kern County Committee of School District Organization held its meeting in the City Council Chambers beginning at 6:00 p.m. Due to this meeting going longer than planned, Board President Johnson announced that the special meeting of the Board of Education would be held following the regular meeting of the Board of Education. The meeting began at 9:05 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was held at the beginning of the regular meeting.

MOMENT OF SILENCE was observed.

ADOPTION OF AGENDA

The agenda was adopted by consensus noting the meeting began at 9:05 p.m. rather than 6:40 p.m.

2. CLOSED SESSION

2.1 Public Employee Discipline/Dismissal/Release

The Board met in closed session and by a unanimous vote of 7-0, approved giving notice of intention to dismiss employee # 1276.

3. ADJOURNMENT was at 9:40 p.m.

THE BOARD OF EDUCATION

William Farris, Vice President/Clerk

Joanna Rummer, Secretary to Board

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation of the Sierra Sands Community Service Award to Mr. Christopher LeCornu

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. Christopher LeCornu, Manager of McDonalds Restaurant as our Rose Award recipient for Community Service this evening. McDonald's Restaurant provides a variety of support opportunities to all of the schools in the district. The manger meets with principals and provides a packet of information regarding what types of services they are able to provide to the schools. They organize support which includes providing plenty of coupons and certificates, donating food for Kiwanis walkers who raise over \$100, providing breakfast for staff appreciations, providing monthly student awards for assemblies, and hosting field trips and PTO meetings. They offered to have Ronald McDonald come and do a health assembly. Their McTeacher nights, which may be twice a year for each school, are fun and easy and they are so very positive. McDonalds' staff is very supportive and accomodating during the fundraiser. Even though we are in their way the entire evening, they are very professional and tolerant and express only positive feedback. McDonalds commonly rounds up our profit and proides employment to many of our students. Staff at McDonalds are adaptable, cheerful and we love working with them. The students and staff at Sierra Sands truly appreciate the support received from McDonalds Restaurant.

FINANCIAL CONSIDERATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is the pleasure of the Board of Education to recognize Mr. Christopher LeCornu, Manager of McDonalds Restaurant as the Sierra Sands Community Service Award recipient for 2011-12 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 Johnson 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.

Burroughs High School: Mr. Ken Sanger volunteers every Friday to teach East Coast Swing Dance, as well as line and ballroom dancing skills. In the fall semester, all PE classes attended his lessons to learn the basics; and in the spring semester, students can rotate through different fitness stations, which include learning advanced dance techniques with Mr. Sanger. We very much appreciate Mr. Sanger's spirit of volunteerism and his commitment to sharing his love of dance with our student population. Students benefit with a lifelong appreciation for dance and the arts, thanks to Mr. Sanger!

Mesquite High School: Gino LaMarca is Mesquite's Volunteer of the Year. He is a retired physicist who volunteers his time to support many organizations in our community. Gino is very active in the United Way, VITA (Veterans Income Tax Assistance program), and his church, St. Ann's. Gino volunteers much of his time tutoring students in mathematics at Mesquite. Gino faithfully reports to Mesquite every Monday, Wednesday and Friday providing support to individual students so they complete the CAHSEE and Algebra 1 graduation requirements. This is Gino's tenth year tutoring our students. Staff and students are so grateful that Mr. La Marca is a Mesquite volunteer. We appreciate every minute he spends on our campus assisting our students. He is a bright spot for many students who depend on him to help them meet some very challenging goals. When students were asked about Gino and what he does for Mesquite, the following responses were given: "Gino is a very helpful tutor. He helps me with math problems that I struggle with now and in the past." "I like Gino's quotes when I get a problem right."

Mesquite High School: (continued)

Gino says, “That a girl” or “That a way.” When Gino doesn’t like a problem he says, “That’s a bunch of jazz.” “Gino pushes me to get my math done. He is a constant reminder that there are good people left in this world.” We are all so appreciative of the help and support Gino gives to our students and our program.

James Monroe Middle School: Our Rose Award winner is Ann Garot. While Ann does not serve as an officer or committee member in any official capacity she has been a go-to person for Monroe PTO. She stood out in the sweltering heat for the CFC kickoff, has given her time to hand out reading rewards popcorn, made stunning decorations for our Asian-themed dance, is organizing chaperones for the 8th grade Midnight Madness, and is making things happen for Teacher Appreciation Week. We all enjoy her humble, pleasant disposition and her great wit. It is our pleasure to present Ann Garot as James Monroe’s Rose Award recipient.

Murray Middle School: Stephanie Hudson is our Rose Award recipient. She is our PTO President and has organized our PTO by modernizing our by-laws, developing a workable budget, and delegating tasks to other parents. Stephanie has coordinated two successful fund raisers, set up two McTeacher Nights which we all enjoy, and organized and financed Pasteries for Parents twice this year. She spoils our staff with treats, breakfasts, and lunches and is always smiling and full of energy! She is the driving force behind volunteers and parent participation at Murray Middle School. We are so thankful for Mrs. Hudson and proud to present her as Murray’s Rose Award, Volunteer of the Year.

Richmond Elementary School: I am happy to announce that Lori Amster is the Rose Award winner from Richmond Elementary School. Mrs. Amster has been involved with the PTO at Richmond since 2007, most recently serving as our PTO president. She and the rest of the PTO work tirelessly to make Richmond a fabulous place for students and staff alike. Mrs. Amster is always on campus to help out in classrooms and also helps to run our FAME program. We at Richmond Elementary are very proud to honor Mrs. Amster as our Rose Award winner.

Pierce Elementary School: I am so happy to recognize Mr. Kirk Winterly as the Rose Award Winner from Pierce School. The Pierce staff almost unanimously sent in Kirk’s name when I asked them who we should recognize this year. Three years ago when our PTO was on the verge of falling apart Kirk stepped in to become president and immediately recruited a strong group of dedicated parents who have worked very hard with Kirk to revive our PTO. Under his leadership, we now have our own risers to use for school programs, we will shortly have a new sign in front of our school, our soccer and basketball programs have always been supported, emergency supplies have been replenished, and the PTO has been busy appreciating our staff with luncheons and snacks.

Pierce Elementary School (continued)

Students have enjoyed new school wide activities like our Fall Family Festival and PTO members help with all of our Family Nights. Pierce is proud to present Mr. Kirk Winterly as our Rose Award Volunteer of the Year.

Las Flores Elementary School: Our Rose Award recipient is Mr. Frank Puebla. Mr. Puebla has served Las Flores for many years as a classroom volunteer. He is seen daily on campus working in his son Gabriel's classroom. Mr. Puebla most recently expanded his volunteering to Junior Olympics and was a tremendous help providing that opportunity for our students. Frank is a dedicated parent, assisting many students in learning to read or to improve their reading. On behalf of Las Flores, it is my honor to recognize him.

Inyokern Elementary School: James Hernandez refers to himself as the "Bad Penny" who keeps coming back to Inyokern School. Although Mr. Hernandez is a retired Sierra Sands employee, his heart has always been there for the students and staff of Inyokern Elementary School. James volunteers every morning in our cafeteria to ensure that breakfast goes smoothly. He helps out with any task needed. If a child needs a kind word that day, James is there. If students need to be reminded about cafeteria procedures, James is there. If he sees an issue which needs to be addressed, James is there to make that referral. The students like and respect James Hernandez. He is volunteering his time so that each child has a great start to their day at school. Instead of being our "Bad Penny", Mr. Hernandez should really refer to himself as the "Million Dollar Man" because we owe him a million thanks for sharing his time with us!

Gateway Elementary School: Mrs. Sandra Chatman is the proud mother of a kindergartener and a fifth grader at Gateway Elementary. She has been an active parent volunteer for the past four years. This year she volunteered in her son's fifth grade classroom to assist with reading groups. She also chaperoned the 5th grade fieldtrip to the Revolutionary War Reenactment. Sandra has been the PTO President for the past two years. She has been instrumental in coordinating fundraisers, assemblies, Gator Days, and other beneficial activities for our students. Mrs. Chatman provides our students with a positive role model when she is on campus. We are truly grateful for her supportive role in our success and we are happy to honor her as Gateway's Rose Award Volunteer of the Year.

Faller Elementary School: Angelica Kendrick was chosen Faller School's Volunteer of the Year for the extensive volunteer time she has donated to Faller School over the last four years. She has volunteered in many different capacities including in the classroom, field trips, fund raisers, fall carnivals, FAME, Jr. Olympics and as a recent Parent Ambassador. That goes without saying she has shared on numerous occasions with the staff her exquisite culinary skills. We have been treated to pancit, pumpkin roll, lumpia and Spanish rice. Faller School would like to thank Angelica Kendrick for the many hours she devoted to our school before she departs with her son for middle school.

3. PROGRAMS AND PRESENTATIONS

3.3 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 15 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

Deborah Bishop	2 nd Grade Teacher, Richmond	1997-2012
Virginia Cornell	Principal, Inyokern and Rand	1987-2012
Pamela Faris	3 rd Grade Teacher, Faller	2002-2012
William Grisct	4 th Grade Teacher, Gateway	1990-2012
Roger Lacher	Instrumental Music Teacher, Murray	1979-2012
Michael McGuire	4 th Grade Teacher, Faller	1990-2012
Deborah Null	Special Day Class, Monroe	1987-2012
Jeri Peterson	1 st Grade Teacher, Richmond	1997-2012
Debra Rowland	DIS Speech/Language, SVEC	1996-2012

Classified Retirees

Arnold Arnts	Custodian, Richmond	1987-2012
Martha Harkey	Paraprofessional, Burroughs	1990-2012
Genne Martin	School Bus Driver II, Transportation	1986-2011
Kelly Mendenhall	Paraprofessional, Richmond	1994-2012
Cheryl Nalley	Registrar II, Burroughs	1985-2012
Terri Wright	Audiovisual Clerk, SVEC	1985-2011

SUPERINTENDENT'S RECOMMENDATION: Board President Johnson, 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.

4. PUBLIC HEARING

4.1 Public Hearing Relating to the Use of 2012-2013 Tier III State Categorical Funds

BACKGROUND INFORMATION: Education Code 42605 grants districts flexibility in Tier III categorical programs and authorizes districts to use these funds for any educational purpose. For the 2008-2009 fiscal year through the 2014-2015 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language.

Assembly Bill (AB) 189 (Chapter 606/Statutes 2011), became effective January 1, 2012, and changed the public hearing requirement regarding the use of the Tier III funds. As a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any programs that are proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

CURRENT CONSIDERATIONS: The attached chart shows the funding and proposed uses for selected categorical programs under the transfer authority granted by Education Code 42605.

FINANCIAL IMPLICATIONS: Total Tier III revenues are \$2,811,852. Approximate expenditures for these programs are anticipated to be \$953,500. Therefore, flexible categorical contributions to the unrestricted general fund are proposed to be \$1,858,352 for 2012-2013.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board hold a public hearing, for the purpose of taking testimony from the public, regarding the proposed receipt and use of the Tier III categorical funds, identifying closed programs, and discussing the proposed use of funding from the 39 programs identified in E.C. 42605.

NOTICE OF PUBLIC HEARING
Sierra Sands Unified School District

May 17, 2012
7:00 PM

Ridgecrest City Council Chambers 100 West California Ave., Ridgecrest, CA

A public hearing will be held for the purpose of taking testimony from the public, discussing the proposed receipt and use of the Tier III categorical funds, identifying closed programs, and approve or disapprove the proposed use of funding from the 39 programs identified in E.C. 42605.

Budget Item	Resource Code	Program Description	Available Funding	Function Code - Use of Funding	Active	Partial	Closed
6110-144-0001	7325	Staff Development: Administrator Training	\$ -	1000-2999 Instruction and Instruction-Related Services		X	
6110-156-0001	6390	Adult Education Program	\$ 201,000.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-240-0001	0000	Advanced Placement Fee Waiver Program	NA	NA	NA		
6360-101-0001	6260/6262/6263	Alternative Credentialing	\$ -	1000-2999 Instruction and Instruction-Related Services		X	
6110-150-0001	7210	American Indian Early Childhood Education	NA	NA	NA		
6110-151-0001	7015	American Indian Education Centers	NA	NA	NA		
6110-265-0001	6760	Arts & Music Block Grant	\$ 79,376.00	1000-2999 Instruction and Instruction-Related Services			X
6110-204-0001	7055	California High School Exit Exam	\$ 32,875.00	1000-2999 Instruction and Instruction-Related Services			X
6110-198-0001	6091/6092	Cal-SAFE (California School Age Families Education)	\$ 96,869.00	1000-2999 Instruction and Instruction-Related Services			X
6110-208-0001	7810	Center for Civic Education	NA	NA	NA		
6110-267-0001	7276	Certificated Staff Mentoring Program	NA	NA	NA		
6110-211-0001	0000	Charter School Categorical Block Grants	NA	NA	NA		
6110-232-0001	1200	Class Size Reduction, Grade Nine	\$ 112,420.00	1000-2999 Instruction and Instruction-Related Services			X
6110-190-0001	2430	Community Day Schools	\$ 26,500.00	1000-2999 Instruction and Instruction-Related Services			X
6110-227-0001	6285	Community-based English Tutoring Program	\$ 12,562.00	1000-2999 Instruction and Instruction-Related Services			X
6110-266-0001	7385	County Office Oversight (Williams Settlement)	NA	NA	NA		
6110-188-0001	6205	Deferred Maintenance Apportionment	\$ 199,038.00	8000-8999 Plant Services	X		
6110-181-0001	7110	Education Technology	NA	NA	NA		
6110-124-0001	7140	Gifted and Talented Education	\$ 39,500.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-123-0001	7258/7268	High Priority School Grant Program	NA	NA	NA		
6110-189-0001	7156	Instructional Materials	\$ 305,140.00	1000-2999 Instruction and Instruction-Related Services			X
6110-240-0001	7286	Realignment	NA	NA	NA		
6110-137-0001	7294/7296	International Baccalaureate Diploma Program	\$ 38,079.00	1000-2999 Instruction and Instruction-Related Services			X
6110-108-0001	7080	Staff Development: Math & Reading/ English Learner	\$ 160,271.00	3000-3999 Pupil Services		X	
6110-195-0001	6267	Supplemental School Counseling	NA	NA	NA		
6110-268-0001	0000	National Board for Professional Teaching Standards Certification	\$ 2,898.00	1000-2999 Instruction and Instruction-Related Services			X
6110-260-0001	6258	Oral Health Assessment Program	NA	NA	NA		
6110-193-0001	7271/7275/7295	Physical Education Teacher Incentive Grants	\$ 17,389.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-245-0001	7393	Peer Assistance & Review/ Staff Development	\$ 136,950.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-243-0001	7390	Professional Development Block Grant	\$ 26,482.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-105-0001	6350	Pupil Retention Block Grant	\$ 470,719.42	1000-2999 Instruction and Instruction-Related Services		X	
6110-247-0001	7395	Regional Occupational Centers and Programs (ROC/Ps)	\$ 467,165.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-248-0001	7391	School & Library Improvement Block Grant	NA	NA	NA		
6110-228-0001	6405	School Community Violence Prevention Program	\$ 76,534.00	8000-8999 Plant Services		X	
6110-122-0001	7370	School Safety & Violence Prevention, Gr. 8-12	NA	NA	NA		
6110-242-0001	7360	Specialized Secondary Programs	NA	NA	NA		
6110-104-0001	0000	Student Organizations Voc Ed (CA Association of Student Councils)	\$ 85,552.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-246-0001	7394	Remedial Supplemental Instruction	\$ 213,933.00	1000-2999 Instruction and Instruction-Related Services			X
6110-244-0001	7392	Targeted Instructional Improvement Block Grant	\$ 10,600.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-209-0001	0000	Teacher Credentialing Block Grant	NA	NA	NA		
		Teacher Dismissal					
		Apportionments					
Total Tier III Funding			\$ 2,811,852.42				

**Sierra Sands Unified School District
Eighth Month Enrollment 2011-2012**

SCHOOL	11-12 %	10-11 %	K	1	2	3	4	5	6	7	8	9-12	SDC	11-12 TOTAL	10-11 TOTAL	CHANGE
FALLER	96.8%	96.4%	90	88	86	79	71	74						488	463	25
GATEWAY	96.4%	96.5%	83	75	81	63	63	64						429	465	-36
INYOKERN	95.5%	94.7%	35	36	27	31	26	33						188	199	-11
LAS FLORES	95.9%	96.4%	70	77	58	64	64	60						393	424	-31
PIERCE	96.4%	94.9%	51	62	60	57	58	61						349	350	-1
RAND	96.9%	89.5%	0	3	2	2	0	0						7	7	0
RICHMOND ANNEX	93.0%	91.7%											107	107	93	14
RICHMOND	95.7%	95.5%	76	73	76	62	69	71						427	411	16
TOTAL K -5	96.1%	95.7%	405	414	390	358	351	363					107	2388	2412	-24
MONROE	95.7%	94.8%							156	163	149		24	492	516	-24
MURRAY	96.2%	95.2%							194	156	204		33	587	594	-7
TOTAL 6 -8	96.0%	95.0%							350	319	353		57	1079	1110	-31
BURROUGHS	96.3%	94.9%										1319	69	1388	1420	-32
MESQUITE												106		106	134	-28
														0		0
TOTAL 9 - 12	96.3%	94.9%										1425	69	1494	1554	-60
11-12 TOTAL	96.1%		405	414	390	358	351	363	350	319	353	1425	233	4961	---	---
10-11 TOTAL		95.3%	419	440	389	390	389	342	369	369	380	1538	208		5076	---
CHANGE		0.80%	-14	-26	1	-32	-38	21	-19	-50	-27	-113	25	---	---	-115

Elementary K - 5

Regular -

K 405 387

1 - 3 1162 1199

4 - 5 714 732

Special Education -

SDC 107 94

RSP 113 113

Middle 6-8

Regular 1022 1055

Special Education -

SDC 57 55

RSP 75 71

High School 9 - 12

Regular 1319 1359

Continuation 106 134

ROP 0 0

Special Education -

SDC 69 61

RSP 84 78

Adult

0 0



SIERRA SANDS UNIFIED SCHOOL DISTRICT

Promotions and Graduations
2012

Sierra Sands Adult School Graduation

June 1, 2012

6:00 p.m.

Carriage Inn

Murray Middle School Promotion

June 7, 2012

8:15 a.m.

Solar Park on Blandy Street

James Monroe Middle School Promotion

June 7, 2012

10:30 a.m.

Kerr-McGee Center

Mesquite High School Graduation

June 7, 2012

6:30 p.m.

Mesquite High School

Burroughs High School Graduation

June 8, 2012

8:00 p.m.

Burroughs High School Football Stadium

6. EDUCATIONAL ADMINISTRATION

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

BACKGROUND INFORMATION: Sierra Sands Unified School District Regional Occupation Program is one of seven programs in the East Kern region. This region consists of Court and Community ROP, El Tejon Unified ROP, Kern County Superintendent of Schools ROP, Rosamond ROP, Mojave ROP, Muroc ROP, and Tehachapi ROP. The Sierra Sands program is the largest and most comprehensive program offered in the region. The current allocated cap is 192.02, student average daily attendance (ADA).

CURRENT CONSIDERATIONS: ROP is currently a Tier 3 Flexibility program which means that the funds may be used for any educational purpose until the state ends flexibility provisions. Sierra Sands has maintained six different courses in order to meet student needs. The Sierra Sands ROP program has a current enrollment of 285 students, down from a high in 2006-2007 of 393. Earned ADA is estimated to be 172.26 this year, down from a high of 243.36 in 2006-2007 but up 2 ADA from last year.

The quality of training, completion rate, placement rates, and employment rates still exceed the county expectations and county performance. ROP courses are now included in Perkins follow-up data and accountability core indicators. Most of the 2010-2011 CTE core indicators for Sierra Sands greatly exceeded state targets and are included in the annual Perkins application (consent calendar item).

FINANCIAL IMPLICATIONS: The ROP program allocation for the 2012-2013 school year will be \$2,358.72 per ADA based upon the 2007-2008 ADA cap of 192.02. Total anticipated funding is expected to be approximately \$452,921. This amount does not include additional funds, such as Lottery, that may be allocated by the county in June.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only and does not require board action.

KERN COUNTY SUPERINTENDENT OF SCHOOLS

CHRISTINE LIZARDI FRAZIER, SUPERINTENDENT

Kern County Regional Occupational Program

15926 K Street, Mojave, CA 93501

(661) 824-9313

FAX (661) 824-9316

April 2, 2012

TO: Joanna Rummer, Superintendent
Sierra Sands Unified School District

FROM: Tom Anspach, Director
Kern County Regional Occupational Program

SUBJECT: 2011-12 Annual Review of Participation in KCROP

This enrollment information is provided to assist you with presenting data to your board regarding student participation in ROP for your district in 2011-12.

The following KCROP courses were offered in the **SIERRA SANDS Unified School District** during the 2011-12 school year and their enrollment was thus:

COURSE TITLE	Attendance Month:						
	3 RD	4 TH	5 TH	6 TH	7 TH	8 TH *	9 TH
AUTOMOTIVE MECHANICS (1006)	20	20	20	19	19	19	15
AUTOMOTIVE MECHANICS (2006)	28	29	26	24	22	23	23
CONSTRUCTION TECH (1007)	18	18	18	18	18	20	21
CONSTRUCTION TECH (2007)	24	27	27	27	27	27	21
CRIMINAL JUSTICE (Smith - 1004)	30	30	30	36	36	36	36
CRIMINAL JUSTICE (Lovett - 1138)	33	34	33	33	33	33	33
CRIMINAL JUSTICE (Lovett - 2138)	31	31	30	30	30	29	29
HEALTH CAREERS (1019)	36	36	35	35	35	35	34
HEALTH CAREERS (2019)	23	23	23	23	23	23	21
RESTAURANT CAREERS (1021)	14	16	16	15	15	14	14
RESTAURANT CAREERS (2021)	24	24	19	19	19	19	18
TELEVISION & VIDEO PRO (3108)	19	19	19	18	18	20	20
TOTALS	300	307	296	297	295	298	285

*New Semester

Of the 285 students enrolled at the end of the 9TH attendance month, 2/17/12, 284 were high school juniors and seniors; and 1 was a 10th grader. On 2/17/12, there were 639 juniors and seniors enrolled in **BURROUGHS High School**. The number enrolled in KCROP classes, therefore, is approximately 44% of the juniors and seniors enrolled in Burroughs High School in the **SIERRA SANDS Unified School District**.

2011-12 Funding for the KCROP activity is based on the Average Daily Attendance (ADA) CAP for the 2007-08 school year, which, for the **SIERRA SANDS Unified School District** is 192.02. For ROPs, a unit of ADA is defined as one student's attendance for 525 hours of class time. The total projected ADA that will be generated from the classes mentioned above is about 172.26.

Should you have any questions or concerns, please call our office at 661.824.9313.

TA:jkg

c: Laura Hickle
Dave Ostash

6. EDUCATIONAL ADMINISTRATION

6.2 Report to the Board: Changes to Specific High School Courses to More Closely Align to the Common Core Standards and UC/CSU Eligibility Requirements

BACKGROUND INFORMATION: In order to graduate from California public high schools, students must complete specified state and local graduation requirements. High school students interested in attending a California public university after graduation must have completed the required freshman admission course requirements while in high school.

CURRENT CONSIDERATIONS: California adopted the Common Core Standards in August 2010. Included in the Common Core Standards is college/career readiness. Staff began the review of the new Common Core Standards in 2010-11. Through the analysis of performance data and input from staff, changes have been necessary to align to the common core standards and prepare students for college/career readiness.

At Burroughs High School, it is critical that all students engage in college preparatory coursework to be eligible for college entrance requirements and college/career readiness upon graduation. Work began with alignment of English and social science courses in fall 2010, and all students were enrolled in college preparatory courses. California Standardized Testing (CTS) data for English Language Arts (ELA) that spring indicated no significant changes in grades 9 and 11 performance; however, there was a 14% increase in student proficient/advanced performance for grade 10. Similarly, there was no significant change in U.S. History performance; however, there was an 8% increase in student proficient/advanced performance in Modern World History. Given this information, the science department began its review of courses and continues the college/career alignment process. Beginning in fall 2012, all 10th grade students who enroll in biology will be placed in Biology College Prep (CP). Conceptual Biology will continue to be available to 11th and 12th grade students in the Burroughs master schedule, Adult School, and summer school.

In the mathematics department, changes were made to course titles last year for Algebra and Geometry after our non-college preparatory courses were approved as college preparatory courses by the UC/CSU approval process. To continue the math pathway alignment, Advanced Algebra requires a title change to Honors Algebra 2. A new course, Algebra 2, will be presented to the board for approval. This will complete the necessary changes in this content area so that courses are aligned to state standards and all students have access to college/career readiness opportunities.

These course changes are a result of information gathered through extensive evaluation of course content and instructional materials at each grade level, student classroom performance, UC/CSU course completion data, standardized test data, and staff input.

These changes reflect alignment to state assessment and college entrance requirements as well as consideration for the needs of all students. All current textbook and instructional materials remain unchanged and courses remain aligned to California Standards and the state frameworks.

These changes will positively impact the UC/CSU completion rate for Burroughs High School and are positively impacting student performance.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This report is presented for informational purposes and requires no action.

6. EDUCATIONAL ADMINISTRATION

6.3 Revision of Mathematics Pathway: Approval of an Algebra 2 Course for Grades 9-12 at Burroughs High School

BACKGROUND INFORMATION: The California Common Core Mathematics Standards were adopted in 2010. The focus is college/career readiness and these standards provide a foundation for schools to develop a high quality mathematics program that prepares all students for post secondary education and a wide range of careers.

CURRENT CONSIDERATIONS: The mathematics department works diligently to provide a standards based comprehensive program for all students. Beginning in 2006, legislation increased the level of math proficiency required to meet graduation requirements, the CAHSEE and Algebra I. This legislation generated several changes to course offerings in our district. Currently, adoption of the Common Core Standards in 2010, and the focus on STEM education, requires additional analysis of course offerings at the secondary level. As a result of the ongoing analysis of the mathematics curriculum, a title change and an additional course in our current mathematics pathway is necessary. One component of the analysis of the curriculum taking place at the high school includes submission of courses to the UC/CSU system for course approval. Mathematics courses labeled as non-college preparatory at the local level have been approved as college preparatory level courses through the college approval system. Similarly, our current Advanced Algebra was submitted and approved by UC/CSU as an Honors Algebra 2 course which leaves no course available at the college preparatory Algebra 2 level. It is necessary to add an Algebra 2 course to the curriculum so that students have a consistent pathway through the mathematics curriculum.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Algebra 2 course as presented pending UC/CSU approval.

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Math

Course Title: Algebra 2

Purpose/Goals:

The intent of the course is to develop skill and understanding of the language of functions (linear, quadratic, polynomial, radical, rational, logarithmic, and exponential), sequences, series, probability, statistics, transformations, and trigonometry.

Grade/Level(s): Grades 9-12

Recommended Prerequisites: Grade of C or better in Algebra – Required
Grade of C or better in Geometry - Recommended

A-G Requirement: Pending

Type of Course: College Prep

Course Length: One year

Adopted Textbook(s)/Materials: Algebra 2
1st Edition, 2007, McDougal Littell:
Larson, Boswell, Kanold, Stiff

Supplemental Texts/Materials: ALEKS

Board Approval: May 17, 2012

Revised:

Sierra Sands Mathematics Pathways

Revised 4-5-12

6th	7th	8th	9th	10th	11th	12th
				Pre-Calculus	Calculus (AP)	CCCC
6th Honors	Algebra	Geometry	Algebra 2	Honors Algebra 2	Pre-Calculus	Calculus (AP)
6th Regular	7th Honors	Algebra	Honors Geometry	Algebra 2	Honors Algebra 2	Pre-Calculus
	7th Regular	Algebra A	Honors Algebra	Honors Geometry	Algebra 2	Honors Algebra 2
		Pre-Algebra (Algebra Readiness)	Geometry	Honors Algebra	Honors Geometry	Algebra 2
			Algebra	Geometry	Honors Algebra	Honors Geometry
			CAHSEE Math	Algebra	Geometry	Honors Algebra
				CAHSEE Math	Algebra	Geometry
					CAHSEE Math	Algebra
						CAHSEE Math

6. EDUCATIONAL ADMINISTRATION

6.4 Approval of Advanced Placement Studio Art Courses at Burroughs High School, Studio Art 2-D and Studio Art Drawing

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

CURRENT CONSIDERATIONS: Burroughs High School offers a standards-based comprehensive visual arts program for students, grades 9-12. Students have access to art, drawing, painting, and ceramics. Many students excel in this program and currently have access to six levels of coursework in each content area. Last June, the board approved AP Studio Art 3-D. The Burroughs High School staff would like to extend advanced placement opportunities for students enrolled in painting and drawing.

Advanced placement (AP) art courses challenge the depth of understanding of the conceptual and historical arts. Students who complete and take the AP examination benefit by receiving college credit, course placement in college, and chances of winning scholarships and grant entitlements. The syllabi for these two additional courses have been submitted and approved by the College Board. These two courses are scheduled for implementation in fall 2012 pending board approval.

FINANCIAL IMPLICATIONS: No additional FTE is required for this course. Advanced placement students will be enrolled in existing multi-level art courses just as they are now for levels five and six.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board approve AP Studio Art 2-D and AP Studio Art Drawing for implementation in August 2012.

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: Fine Art

Course Title: Advanced Placement Art Studio: 2-D Design

Purpose/Goals:

1. The student will engage in rigorous investigation of 2-dimensional design.
2. The student will work realistically, abstractly, non-objectively, figuratively to express him/herself in his/her personal style.
3. The student will use 2D design to express growth of a concept or idea that is of strong personal interest to the student.
4. The student will learn to express him/herself using a wide range of materials, traditional and emerging technologies and processes that will enhance artistic breadth and creative ideation.
5. The student will learn to think critically and respond creatively to the work, concepts, and processes at hand.
6. Critiques with peers and teachers are ongoing and form part of the assessment grade for the course. Students will use the language of 2D design, the Elements and Principles of design, to discuss/analyze their work and the work of other AP students.
7. Students will understand copyright law and develop integrity regarding originality.
8. Students will learn the fundamentals of how to research, create sketchbooks, and design an outline of visual direction for this course.

Grade/Level(s): 11th and 12th

Recommended Prerequisites: Art 1 and Art 2, teacher recommendation

A-G Requirement: Yes

Type of Course: College equivalent

Course Length: 1 year

Adopted Textbook(s)/Materials:

Supplemental Texts/Materials:

Board Approval: May 17, 2012

Revised:

6. EDUCATIONAL ADMINISTRATION

6.5 Proposed Receipt and Use of 2012-2013 Tier III State Categorical Funds And Adoption of Resolution #30 1112

BACKGROUND INFORMATION: On February 20, 2009 the 2008 and 2009 Budget Acts were signed into law and created a tiered system for state categorical funds. Tier 3 programs were subject to budgetary cuts and districts were granted flexibility to use these Tier 3 funds for any “educational purpose” over a five-year period ending July 1, 2013. Additionally, in most cases, districts were also able to use restricted account balances from 2007-08 for any educational purpose. Subsequently the five year period for flexibility was extended through the 2014-2015 school year

The statutory language establishing this transferability authority states that LEAs using the flexibility provision “shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language.” (AB 189 Ed Code 42605 section 3).

In most cases funding for affected programs are based on 2007-08 funding levels rather than the factors used in the existing formulas (for example, funds for a program currently allocated based on enrollment will instead be allocated based on 2007-08 funding levels). There are specified reporting requirements for LEAs who utilize this flexibility. Provisions affecting specific programs in Sierra Sands are as follows:

- The language provides that action by a district to reduce funding for a state-mandated program shall constitute waiver of mandate funding requirements.
- The LEA must ensure alignment to standards and sufficiency of instructional materials.
- As a condition of exercising the authority to use the flexibility provisions to transfer funds, the LEA governing board must hold an open, public hearing; take testimony from the public; and discuss and approve each transfer and proposed use of funding.

CURRENT CONSIDERATIONS: Assembly Bill No. 189 has amended Sections 42605 and 52612 of the Education Code and now specifies that as a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any program that is proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

The attached chart shows the Tier III categorical programs allocated to Sierra Sands Unified School District and the proposed use of funding for 2012-2013. Each program is designated as follows:

- Active - no substantial changes to the program
- Partial- some of the funds are used for original purpose and some of the funds are used for Instruction or Instructional Related Services or Plant Services as indicated
- Closed- funds are no longer used for the original purpose and have been completely flexed for Instruction or Instructional Related Services or Plant Services
- NA- the district was not receiving these specific funds in 2007-2008 when flexibility was implemented

FINANCIAL IMPLICATIONS: Flexible categorical contributions to the unrestricted general fund are anticipated to be \$1,858,352 of the total \$2,811,852 in 2012-2013.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board discuss and approve the receipt of funds, proposed use of funds and programs, including programs closed, and consider approval of the proposed uses of the 2012/13 Tier III State Categorical Funds as identified on the attached list. In addition it is recommended that the board adopt Resolution #30 1112.

NOTICE OF PUBLIC HEARING
Sierra Sands Unified School District

May 17, 2012
7:00 PM

Ridgecrest City Council Chambers 100 West California Ave., Ridgecrest, CA

A public hearing will be held for the purpose of taking testimony from the public, discussing the proposed receipt and use of the Tier III categorical funds, identifying closed programs, and approve or disapprove the proposed use of funding from the 39 programs identified in E.C. 42605.

Budget Item	Resource Code	Program Description	Available Funding	Function Code - Use of Funding	Active	Partial	Closed
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6110-151-0001	7015	American Indian Education Centers	NA	NA	NA		
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6110-240-0001	7286	Realignment	NA	NA	NA		
6110-137-0001	7294/7296	International Baccalaureate Diploma Program	\$ 38,079.00	1000-2999 Instruction and Instruction-Related Services			X
6110-108-0001	7080	Staff Development: Math & Reading/ English Learner	\$ 160,271.00	3000-3999 Pupil Services		X	
6110-195-0001	6267	Supplemental School Counseling	NA	NA	NA		
6110-268-0001	0000	National Board for Professional Teaching Standards Certification	\$ 2,898.00	1000-2999 Instruction and Instruction-Related Services			X
6110-260-0001	6258	Oral Health Assessment Program	NA	NA	NA		
6110-193-0001	7271/7275/7295	Physical Education Teacher Incentive Grants	\$ 17,389.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-245-0001	7393	Peer Assistance & Review/ Staff Development	\$ 136,950.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-243-0001	7390	Professional Development Block Grant	\$ 26,482.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-105-0001	6350	Pupil Retention Block Grant	\$ 470,719.42	1000-2999 Instruction and Instruction-Related Services		X	
6110-247-0001	7395	Regional Occupational Centers and Programs (ROC/Ps)	\$ 467,165.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-248-0001	7391	School & Library Improvement Block Grant	NA	NA	NA		
6110-228-0001	6405	School Community Violence Prevention Program	\$ 76,534.00	8000-8999 Plant Services		X	
6110-122-0001	7370	School Safety & Violence Prevention, Gr. 8-12	NA	NA	NA		
6110-242-0001	7360	Specialized Secondary Programs	NA	NA	NA		
6110-104-0001	0000	Student Organizations Voc Ed (CA Association of Student Councils)	\$ 85,552.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-246-0001	7394	Remedial Supplemental Instruction	\$ 213,933.00	1000-2999 Instruction and Instruction-Related Services			X
6110-244-0001	7392	Targeted Instructional Improvement Block Grant	\$ 10,600.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-209-0001	0000	Teacher Credentialing Block Grant	NA	NA	NA		
		Teacher Dismissal					
		Apportionments					
Total Tier III Funding			\$ 2,811,852.42				

RESOLUTION OF THE BOARD OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

TIER III CATEGORICAL FLEXIBILITY

Resolution #30 1112

WHEREAS as added and amended by SBX3 4, ABX4 2, and SB 70, Education Code 42605 grants districts flexibility in “Tier III” categorical programs and authorizes districts to use these funds for “any educational purpose, to the extent permitted by federal law.” For the 2008-09 fiscal year to the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language.

WHEREAS as a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing, to take testimony from the public, discuss, and approve or disapprove the proposed use of funding and to make explicit the purposes for which the funding will be used.

WHEREAS Assembly Bill (AB) 189, became effective January 1, 2012, and requires the Tier III public hearing to be held prior to and independent of a meeting at which the budget is adopted. AB 189 also requires a governing board to identify in the notice of the public hearing, any Tier III program that is proposed to be closed.

WHEREAS attached to this resolution is a list of specific programs, the estimated funding amounts, and the proposed activities for which the funds are to be expended identified by SACS function code.

THEREFORE, BE IT RESOLVED that, following a public hearing in which public testimony was taken, discussion regarding the proposed uses of the funds took place, and programs proposed to be closed were identified, the Sierra Sands Unified School District adopts this Resolution approving the proposed uses of the funds as shown on the attached list.

PASSED AND ADOPTED this 17th Day of May 2012 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

Secretary, Board of Trustees

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***

Lynn Carr
Science – Burroughs
Effective 6-30-12

William Griset***
4th Grade – Gateway
Effective 6-8-12

Roger Lacher***
Music – Murray
Effective 6-8-12

Sarah Reid-Brimlow
SDC – Richmond
Effective 6-30-12

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 11-12 year
Heather Miller

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Mallory Vann
5 ½ hr. Paraprofessional – Richmond
Effective 06-07-12

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Cami Dickson
4 hr. Clerk II – James Monroe
Effective 04-13-12

Christopher Sutton
8 hr. Custodian – Burroughs
Effective 04-30-12

Classified Substitutes for the 2011-2012 School Year

Robert Cole
Susan Copeland
Antonio Fierro
Lisa Foisy
Susan Haynes
Leonard Paul
Stacey Pasley
Christina Salazar
Heather Urich
Daniel Young

8.23 CHANGE OF STATUS

Veronica Avina
From: 7 ½ hr. School Bus Driver I – Transportation
To: 8 hr. School Bus Driver I – Transportation
Effective 05-01-12

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 CHANGE OF STATUS (continued)

Terri Connor

From: 5 ½ hr. Paraprofessional – Richmond

To: 8 hr. Custodian – Richmond

Effective 08-01-12

Kelli Cropley

From: 2 ½ hr. Food Service Assistant I, Murray

To: 4 hr. Food Service Assistant II, Murray

Effective 05-07-12

Susi Fairall

From: 6 ¼ hr. School Bus Driver I – Transportation

To: 7 ¼ hr. School Bus Driver I – Transportation

Effective 04-23-12

Barbi Luke

From: 8 hr. Custodian – Burroughs

To: 8 hr. Custodian – James Monroe

Effective 04-16-12

Celia Mayhugh

From: 4 hr. Food Service Assistant II – Murray

To: 6 ½ hr. Food Service Assistant III – Vieweg

Effective 04-23-12

Miguel Perez

From: 5 hr. Warehouse Worker – Warehouse

To: 8 hr. Custodian – Las Flores

Effective 04-30-12

Joseph Powell

From: 5 ½ hr. Paraprofessional – James Monroe

To: 5 ½ hr. Paraprofessional – Burroughs

Effective 04-10-12

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following gifts have been received: Barbara Butler donated \$100 to the CTE Building Fund, Chelsey Brown McFarland donated a goodtime Banjo valued at \$200 to Burroughs band program and the Gateway PTO donated \$800 for fencing.

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 Authorization for Board Member Travel

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2011-12 travel budget for the board was approved for 18,700.00.

CURRENT CONSIDERATIONS: Ms. Amy Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Oklahoma City, OK June 29 – July 1, 2012 to attend the Impact Aid Section 8002 Summer 2012 Meeting. Cost of travel is estimated as follows:

Conference registration	\$ 80.00
Air Fare	\$ 600.00
Hotel (2 nights @ \$139.00 inc. tax)	\$ 317.00
Meals (3 days @ \$50 per day)	\$ 150.00
Miscellaneous	\$ 50.00

Estimated total cost of travel	\$1,197.00
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FINANCIAL IMPLICATIONS: The travel budget for the board for 2011-12 is \$18,700. To date, \$12,980 has been approved for board travel.

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

10. CONSTRUCTION ADMINISTRATION

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

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 Approval of Contract with Digital Networks Group, Inc. for Pole-Vault System and Video Surveillance System at Las Flores Elementary School

BACKGROUND INFORMATION: In accordance with discussions at previous board meetings related to the completion of the ongoing Las Flores modernization project, it is imperative that the contracts for two projects at that site be concluded. In keeping with district practice, CMAS, and WSCA contracts continue to be used as a first choice option. The two contracts discussed below are both CMAS contracts with the same vendor, Digital Networks Group, Inc.

CURRENT CONSIDERATIONS: In order to provide the Las Flores School site with the ability to effectively deliver its curriculum and allow Las Flores to have the same electronic instructional capability as the other modernized Sierra Sands Unified School District school sites, a comprehensive pole-vault system is required. This system provides the audio video infrastructure in the classroom and multi-purpose room and consists of hardware and software. The CMAS portion of the contract includes an installation component. Below are the contract elements of the pole vault project:

- CMAS hardware, software and installation estimated not to exceed:
\$170,000
- Non-CMAS material and equipment items are estimated not to exceed:
\$ 28,000
- Estimated total not to exceed:
\$198,000

The other required project is the video surveillance system. The major portions of the video surveillance system previously installed at Las Flores were removed for use as replacement parts at other sites during the time period that Las Flores was not occupied. Because so much of the prior system was used an entire new system is required. Below are the components of the video surveillance system:

- CMAS hardware, software and installation is estimated not to exceed:
\$ 59,000
- Non CMAS materials and equipment are estimated not to exceed:
\$ 12,000
- Estimated total not to exceed:
\$ 71,000

In both cases, non-CMAS materials and equipment is required because some of the items needed to provide a complete system and meet district standards are not included as part of the CMAS contract item list.

FINANCIAL IMPLICATIONS: As previously stated in the March and April board meetings Inyo-Kern Schools Finance Authority funding will be used for a portion of these costs. Funding is anticipated to be as follows: Inyo-Kern School Financing Authority; \$169,000 and district technology budget; \$100,000.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contracts for both projects as presented.

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of Contract with Digital Networks Group, Inc. for Pole-Vault System in the Multipurpose Room at Faller Elementary School

BACKGROUND INFORMATION: The first modernization project undertaken by the district was Faller Elementary School. Use of the digital network pole-vault system was desired for the entire campus. Due to monetary and time constraints, the system was unable to be installed in the multipurpose room. Installation was planned for a later date. Completion of the pole-vault system installation is currently planned as part of the district technology budget.

CURRENT CONSIDERATIONS: Completion of this initiative requires that a contract with Digital Networks Group, Inc. be concluded. In keeping with district practice, CMAS and WSCA contracts are first choice options. The project contract contains both a CMAS and non-CMAS component. This system provides the necessary audio video infrastructure to the multipurpose room and consists of hardware and software. The CMAS portion of the contract includes an installation component. Below are the contract elements of this project:

- CMAS hardware, software and installation estimated not to exceed:
\$20,000
- Non-CMAS material and equipment items are estimated not to exceed:
\$10,800
- Estimated total not to exceed:
\$30,800

Non-CMAS materials and equipment are required because some of the items needed to provide a complete system and meet district standards are not included as part of the CMAS contract item list.

FINANCIAL IMPLICATIONS: Funding in the amount of \$30,800 for this project resides in the district technology budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contracts for the project as presented.

10 CONSTRUCTION ADMINISTRATION

10.4 Award of Contracts to Balfour Beatty Construction for Modernization of the Career Technical Education (CTE) TV Video Classroom and Modernization of the Construction/ Wood Tech Classrooms at Burroughs High School

BACKGROUND INFORMATION: In January 2008 the district applied for two Proposition 1D CTE modernization grants. Grant 1 (59/73742-00-001) was written to modify room F2 in order to create a Television and Video Production Classroom. Grant 2 (59/73742-00-002) was designed to modernize room G3, currently the metal shop that will become an ROP Construction classroom, and room G4, the wood shop, which will be modernized and remain the woodshop. Both projects were approved for funding by the Office of Public School Construction and California Department of Education. The architectural firm of Westberg + White began work on the plans. In October 2009 the district requested and received an extension of these two grants. This extension was needed since starting the projects was contingent upon the completion of the CTE Engineering/ Design building and vacating F2 and G3. DSA approved plans and all other required documents were submitted to OPSC in October 2010 and received final approval in December 2010. In order to request a fund release within the required 18 months following the December 2010 approval date, the district must issue at least 50% of the contracts for each project by the end of May 2011 and do a final request of funds. Funds not released by mid June will be rescinded by the state.

On March 15, 2012 the board approved the Design/ Bid/ Build construction delivery method. Under this model, the district retains control of the projects and enters into contracts with, and oversees the architect and contractor. With the assistance of legal counsel Invitations to Bid for contractors were prepared and released.

CURRENT CONSIDERATION: A mandatory job walk for potential bidders was held on April 17, 2012. Seven companies participated. On May 8, 2012 a bid opening was conducted and three bids for each project were received.

The low bidder for the TV Video Project was Balfour Beatty at a cost of \$328,700. The low bidder for the Construction/ Wood Tech Projects was Balfour Beatty at a cost of \$728,500.

Overall costs for each project are higher than originally anticipated when the grants were written in 2008. Factors affecting the overall costs include:

- In accordance with recent code changes related to fire alarms systems we must completely upgrade the alarm installation in all rooms in each affected building (F1-2 and F hall restrooms and rooms G1- 5 and restrooms)
- An additional roof mounted HVAC system on F wing will improve both sound quality and airflow/cooling issues in both the F1 choir room and F2

- Abatement of hazardous materials and asbestos is required and beyond the scope of the original proposals
- It should be noted that even with a significant number of local subcontractors scheduled to work under these contracts the district is still subject to higher construction costs due to a higher geographic index

FINANCIAL IMPLICATIONS: Proposition 1D state grants required a 50% match from the district or other local source. The total project cost for Grant 1 (Television and Video Production Classroom) is anticipated to be \$425,870 (\$144,134 grant/ \$144,134 match/ \$137,602 in additional local costs). Grant 2 (Construction/ Wood Tech) total project cost is anticipated to be \$817,318 (\$216,025 grant/ \$216,025 match/ \$385,268 in additional local costs). In addition to the construction contract fees other costs include architect fees, consultant fees, abatement costs, DSA fees, specialized inspections and other soft costs. Funding will be a combination of state grant funding, reserves, and state categorical funding.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board award the contract for TV Video Production F2 Classroom (59/73742-00-001) in the amount of \$328,700 and the contract for Construction/ Wood Tech G3/G4 Classrooms (59/73742-00-002) in the amount of \$728,500 to Balfour Beatty Construction as two separate contracts and authorize the superintendent and/or designee to proceed with the next steps including the Notice of Award and Notice to Proceed.

10. CONSTRUCTION ADMINISTRATION

10.5 Request for the Authority to Award a Contract to the Low Qualified Bidder for Sierra Sands Unified School District Request for Proposal (RFP 212-007) for Hazardous Material Abatement/Mitigation for Phase II, Career and Technical Education (CTE) Facilities Construction and/or Modernization at Burroughs High School

BACKGROUND INFORMATION: In December 2010, the district received approval for two Proposition 1D CTE grants providing for the modernization/conversion of three instructional areas at Sherman E. Burroughs High School. Collectively:

- Classroom F2 will be modernized and converted from a general use classroom to a classroom specifically designed to support ROP Television and Video Production program
- Classroom G3 will be modernized and converted to house the ROP Construction Trades program, which is currently conducted out of a trailer
- Classroom G4, the woodshop will be modernized for continued use as the woodshop

CURRENT CONSIDERATION: Hazardous materials currently exist in these facilities and require removal and/or mitigation prior to modernization. These projects must be commenced during this summer recess to maintain grant eligibility.

FINANCIAL IMPLICATIONS: The anticipated cost for this contract is \$50,000. However, the actual cost will not be known until the competitive bids are opened and deemed eligible for award. The funding sources for this contract include Measure A, Siemens reimbursements, the district deferred maintenance reserve and the Inyo Kern Schools Financing Authority.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board grant administration the authority to contract with the qualified low bidder to provide hazardous materials abatement/mitigation, at a cost not to exceed \$50,000.

10. CONSTRUCTION ADMINISTRATION

- 10.6 Request for the Authority to Award a Contract to the Low Qualified Quote for Sierra Sands Unified School District Request for Quote (RFQ 212-008) for Division of the State Architect (DSA) Inspector of Record (IOR) Services for Phase II, Career and Technical Education (CTE) Facilities Construction and/or Modernization at Burroughs High School
-

BACKGROUND INFORMATION: In December 2010, the district received approval for two Proposition 1D CTE grants providing for the modernization conversion of three instructional areas at Sherman E. Burroughs High School. Collectively:

- Classroom F2 will be modernized and converted from a general use classroom to a classroom specifically designed to support ROP Television and Video Production programs
- Classroom G3 will be modernized and converted to house the ROP Construction Trades program, which is currently conducted out of a trailer
- Classroom G4, the woodshop will be modernized for continued use as the woodshop

CURRENT CONSIDERATION: DSA requires that projects of this scope be inspected by an IOR with DSA certification.

FINANCIAL IMPLICATIONS: The anticipated cost for this contract is \$40,000. However, the actual cost will not be known until the competitive quotes are opened and deemed eligible for award. The funding sources for this contract include Measure A, Siemens reimbursements, the district deferred maintenance reserve and the Inyo Kern Schools Financing Authority.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board grant administration the authority to contract with the qualified low quote to provide DSA IOR services, at a cost not to exceed \$40,000.

11. BUSINESS ADMINISTRATION

- 11.1 Authorization to Permit Southern California Edison (SCE) to Purchase a “Right of Way” Easement in the Amount of \$8,400.00 for Assessor Parcel Number 418-010-06 (Corner of Ward and Norma Streets, Also Described as the Sierra Vista Center) by Approving Resolution #31 1112
-

BACKGROUND INFORMATION: *EDUCATION CODE* sections 17556 and following dictates the procedures to permit the granting of an easement to a public utility, as follows:

- First, a resolution of the board must be passed by a 2/3rds vote of all members fixing the date and time for a public hearing to be conducted not less than ten (10) days later
- Notice of the resolution and the public hearing time and location must be posted in three (3) locations within the district and a newspaper(s) notice of the same must be given not less than five (5) days prior to the public hearing
- Following the public hearing, by a 2/3rds vote, the board may adopt a resolution authorizing the execution and delivery of the deed. Attached to this agenda item is the required resolution and newspaper notice

CURRENT CONSIDERATIONS: In their effort to provide quality electrical service to the district and the community at large, SCE must install an electrical service that will pass through Assessor Parcel Number 418-010-06 (the corner of Ward and Norma Streets, also described as the Sierra Vista Center). To allow for this improved service, it is necessary for SCE to acquire a “right of way” from the district. The extent of the project is the installation of new electrical conduit leading to an existing electrical transformer currently functioning on the property.

FINANCIAL IMPLICATIONS: This action is at a minimal (posting/advertising) cost to the district. SCE offers a one-time purchase consideration for the “right of way” in the amount of \$8,400.00.

SUPERINTENDENT’S RECOMMENDATION: The superintendent’s recommendation is that the board initiate the action described above to grant SCE the “right of way” for Assessor Parcel Number 418-010-06 (the corner of Ward and Norma Streets, also described as the Sierra Vista Center) by approving Resolution #31 1112.

**RESOLUTION OF THE GOVERNING BOARD OF
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

In re:)	RESOLUTION #31 1112
)	
INTENTION TO DEDICATE)	
REAL PROPERTY)	
_____)	

RECITALS

A. The Sierra Sands Unified School District owns the real property described below:

A 6.00 foot wide strip of land lying within parcel 1 as shown on the Map attached to Certificate of Compliance recorded on May 9, 2006 as document No 0306113674 of Official Records, in the office of the County Recorder of said county, the centerline of which is described as follows:

Commencing at the easterly terminus of that certain course in the southerly line of said parcel shown as having a bearing and length of north 89°55'59" west 454.09 feet; thence along said southerly line, north 89°55'59" west 3.00 feet to the **True Point of Beginning**; thence parallel with the southerly line of said parcel, north 00°14'10" west 74.00 feet; thence parallel with the southerly line of said parcel, north 89°55'59" west 314.50 feet to the beginning of a tangent curve concave northeasterly and having a radius of 12.50 feet; thence northwesterly along said curve, through a central angle of 90°00'01" an arc distance of 19.63 feet; thence tangent to said curve, north 00°01'01" east 146.00 feet.

The sidelines of said strip are to be prolonged or shortened to join at the angle point and to terminate southerly in said southerly line.

The above described strip of land has an area of approximately 3,325 square feet.

B. The Southern California Edison Co. requires said property for the following purposes:

An easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other

appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the Conty of Kern, State of California.

C. Pursuant to Education Code Section 17556/81310, this Board may dedicate to the Southern California Edison Co. property needed for purposes stated in B above.

RESOLVED

1. The above recitals are true.
2. This Board declares its intention to dedicate (or convey) said property to the Southern California Edison for the purposes set forth the Recitals to this Resolution upon the following terms:
 3. This Board will hold a public hearing on its intention to dedicate (or convey) on said property on June 21, 2012 at 7:00 p.m to be held at Ridgecrest City Council Chambers, 100 W. California Ave., Ridgecrest, CA.
 4. The Superintendent is directed to cause to be given of the adoption of this Resolution and of the time and place for a public hearing by:
 - A. Posting this Resolution in three public places in the District not less than ten (10) days before the public hearing; and
 - B. Publishing a notice of the Resolution in the Daily Independent and the News Review once, not less than five (5) days before the public hearing.

The Resolution set forth above was adopted by the following vote:

AYES:

NOES:

ABSENT:

SIERRA SANDS UNIFIED SCHOOLDISTRICT

By _____
President, Timothy Johnson

I certify that Resolution # 31 1112 is a full and correct excerpt from the Journal of the Board of Trustees of the Sierra Sands Unified School District pertaining to the adoption of the Resolution #31 1112 at a meeting held on May 17, 2012.

By _____
Secretary to Board, Joanna Rummer
Authorized Agent of the Board
of Trustees of the Sierra Sands Unified
School District

NOTICE OF INTENTION TO DEDICATE REAL PROPERTY

On May 17, 2012, the Governing Board of the Sierra Sands Unified School District adopted a Resolution declaring its intention to dedicate (or convey) certain property to Southern California Edison for the following purpose:

An easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the Conty of Kern, State of California.

A public hearing will be held on June 21, 2012, at 7:00 p.m., at 100 W. California Ave, Ridgecrest, CA, upon the question of making the dedication or conveyance.



SOUTHERN CALIFORNIA
EDISON®

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**Corporate Real Estate Department
Real Estate Valuation**

January 3, 2012

Ms. Cindy Terry
Spectrum Land Services
725 Town & Country Road, Ste. 410
Orange, California 92868

SUBJECT: DSB: Deeter Circuit - Ridgecrest
1327 N. Norma Street
City of Ridgecrest, California 93555
Parcel No.: 418-010-06 (Kern County)
File No.: 11-230
Notif. No.: 201740882

Ownership: Sierra Sands Unified School District (Owner)

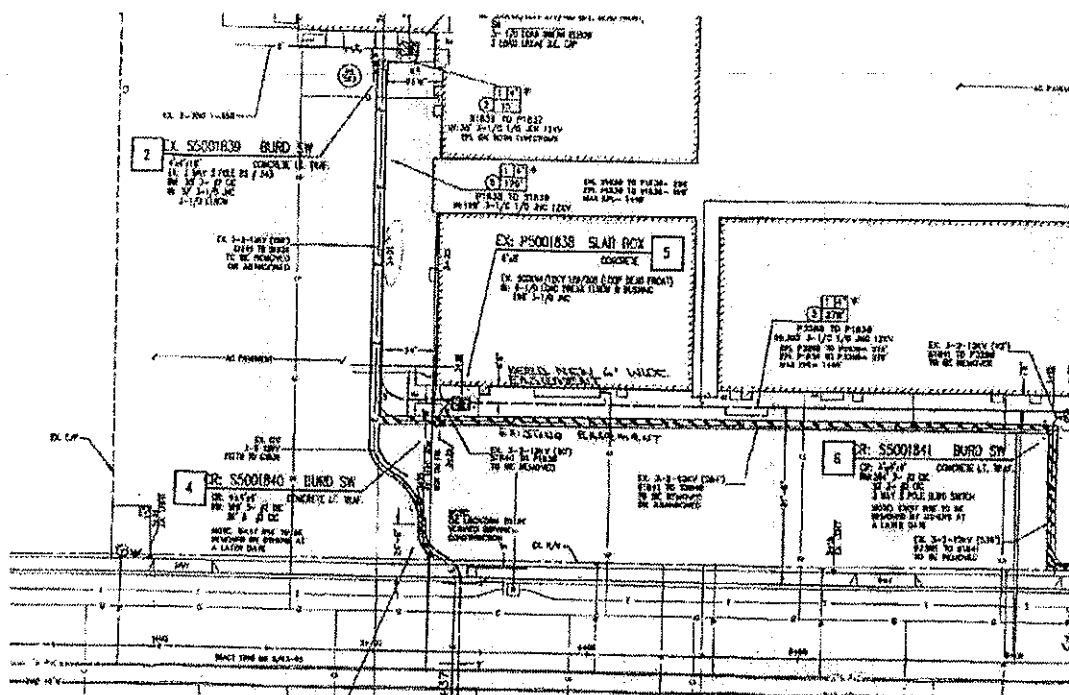
In response to your request, I have provided the following Complete Appraisal, reported in a Summary Report, for the valuation of a strip of land consisting of approximately 3,325± square feet located on parcel number 418-010-06. The subject site is part of a larger parcel that consists of approximately 10.61± acres, or 462,172 ± square feet of "CG - General Commercial" zoned land. According to city planning officials, the "CG - General Commercial" zoning designation is a general industrial zoning area.

The following report is intended to comply with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) for the specific type of appraisal and report. This report incorporates, by reference, the data and valuation analysis contained in the office file. The information contained in this report is specific and confidential to the needs of Spectrum Land Services and Southern California Edison "SCE" (the client); the appraiser is not responsible for unauthorized use of this report. Additional supporting information is contained in the appraiser/company work file and may be provided upon request.

Assessor's Map



Work Order Drawing



S00°17'11"E 588.42'

DETAIL *A*
NTS

N00°04'01"E 2.00'

PARCEL 1
10.31 ACRES
APN: 418-010-05

WARD ST.

NB89°55'59"W 61.09'

DETAIL *A*

454.09'

NB89°55'59"W 691.01'

I.P.O.B. & POINT *A*

PARCEL 2
1.05 ACRES
APN: 418-010-07

N00°14'10"W 193.00'

S89°55'59"E 236.92'

NB89°55'59"W 66.88'

236.92'

S00°14'10"E 193.00'

R=23.88'
L=32.19'
Δ=77°14'08"

CONSTRUCTION & NORMA STREET AVENUE

S00°14'10"E 568.00'

N-S MID SECTION LINE

4.15'

NB89°55'59"W 132.23'

P.O.C.

CENTER SEC 28 26/40

MILL LAND

CORNERSTONE E
1600 TRUXTON AVE. STE 400

Interest Appraised: Permanent easement for electrical facilities

Easement Defined: An interest in real property that conveys use, but not ownership, of a portion of an owner's property.¹

Value estimated: Based on the unencumbered fee unit market value (price per acre). Market value defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."²

Land Owner and Property History: Owner of record of the subject site is Sierra Sands Unified School District. No additional sale of the subject has been noted in the past three years. It is unknown if there are any current agreements, options, or additional listings of the subject property for sale. In addition, it is also unknown if there are any current agreements, options, or listing of the subject property for sale.

Zoning: The subject property is located in the City of Ridgecrest within Kern County. According to the City of Ridgecrest Planning map, the site is currently within the "CG - General Commercial" zoning designation. This zone is intended to promote commercial opportunities. Under the City Planning ordinance, additional uses may be permitted with a Conditional Use Permit issued by the City after appropriate review and approval. It is assumed that the subject property conforms to local applicable zoning codes. In addition, there is no proposed change or likelihood that the zoning will be changed in the near future.

Highest and Best Use: The procedure used in this report to estimate the highest and best use of the subject property was to consider the site's legally permissible use, its physically possible use, its financially feasible use and the maximally productive or highest and best use. As previously discussed, the subject property is currently zoned as CG - General Commercial and is intended to promote commercial developmental opportunities. The City's commercial zoning designation allows for the subject site's current use as a neighborhood retail facility. Therefore, the highest and best use as Improved would be for a neighborhood retail facility built to the highest density permitted. However, as we are valuing the land

¹ Appraisal Institute, *Dictionary of Real Estate Appraisal* (3rd ed.), p. 110.

² *The Appraisal of Real Estate*, Appraisal Institute, 4th ed., p. 177.

for easement rights only, the highest and best use as vacant only will be analyzed.

Legally permissible – As previously mentioned, the subject's larger parcel zoning designation of "CG - General Commercial" allows for its current use which is finished commercial retail facility. According to discussions with planning officials, legally permissible uses within CG - General Commercial areas are related to commercial improvements. Included in permissible uses are also transmission line and control station uses that are regulated and approved by the Public Utilities Commission; which may require alternate review procedures.

Physically Possible – The configuration of the subject larger parcel is irregular in shape with a size of approximately 10.61± acres, and is currently commercially zoned land improved with a retail center with open asphalt paved parking. The land is relatively level with the surrounding developments; and has good access and exposure as the subject site is located at the northwest corner of East Ward Street and North Norma Avenue. East Ward Street is an east and westbound arterial street and North Norma Avenue provides north and southbound access throughout the subject's immediate neighborhood. The subject site is also located approximately half a mile south of the Inyokern Highway (178). As such, the subject's site is physically possible and adequately suited for development. Therefore, the site size and location provides for a physically possible mobile-home residential development should demand warrant.

Financial feasibility – This aspect of the highest and best use analysis looks at the ability of a property to produce an income stream greater than or equal to the amounts needed to satisfy operating expenses, financial obligations, and capital amortization of the investment.

The nation's economic recovery has continued to see it's ups and downs, as markets react to the continued unrest in the global markets. The nation's debt crises was eluded, as worries of the debt ceiling and balancing the country's budget was replaced by global economic worries and concerns involving the development of the Euro-Crises. Similar to problems the U.S has been facing in terms of balancing budgets, the EU (European Union) continues to struggle with bailouts from Greece, Portugal, and Ireland. These bailouts have weighed in heavy on the Euro, causing concerns about the value of the Euro, and the relative strength of European Bonds. Unrest in Greece, Portugal, and Ireland continue as the countries desperately enforce austerity plans. The recent downgrade of the U.S Credit rating in early August of 2011 from

"AAA" to an "AA+" by the Standard & Poor's rating agency, catapulted the stock market towards declines erasing all of first and second quarter 2011 earnings on the DOW Industrial Index. Although the stock market has recovered some of its losses, unemployment figures have remained stagnant over the past few months, and most analysts, industry experts, and world investors continue to fear a double-dip recession. Many analysts originally believed that the stall in the national economy may have been due to a variety of factors including the recent earthquake and Tsunami disaster in Japan; continued unrest in the Middle East; unusual extreme weather and flooding in the US; and struggles with the National Debt Ceiling. However, despite an agreement reached in Congress on raising the debt ceiling before defaulting on its debt obligations in early August, credit agencies are not confident that the U.S is taking enough measures to reduce spending and increase revenues needed to reduce the country's deficit. As foreclosure rates remain active, downward pressure on the residential real estate market will continue to be felt across the board. However, industry analysts predict that the multi-family residential housing market will fare well in this environment as home ownership remains too costly for many, as they turn to multi-family dwellings as an alternative to home ownership. Lack of investor confidence, increased supply in relation to demand for similar residential land, and the lack of lending from commercial institutions; make the development arena for development financially infeasible at this point in time.

Therefore, considering the above noted factors, It is my opinion that the use of the subject property, as vacant, that currently produces the maximum value (under the existing zoning and land use regulations) would be the current use of the subject site as commercial retail facility.

**Purpose and
Intended Use:**

This appraisal is provided to Spectrum Land Services for valuation purposes to determine the market value of an electrical transmission and distribution easement to serve the public. The intended use is for Edison Corporate Real Estate staff to assist in negotiations to acquire the easement and is considered confidential. The intended users of this report are the Edison Corporate Real Estate staff Spectrum Land Services.

Date of appraisal:

The date of the appraisal and the date of value are December 30, 2011.

**Appraisal Process &
Scope of Work:**

The appraisal process used in this report consisted of searching comparable sales of similar use land near the subject property, analyzing the data and performing a valuation analysis using

appropriate appraisal procedure for the valuation of easement. Where possible, comparable sales were verified with a party to or a real estate broker involved in the transaction. Secondary sources such as First American Real Estate Services, CoStar Comps, Multiple Listing Services and brokers Internet websites were relied upon for data. Supporting data is retained in the appraiser's work file.

The procedure employed in the valuation of easements is typically to appraise the larger parcel before the property is encumbered with the easement and then again after the property is encumbered with the easement. The difference in value, if any, is the indicated value of the easement. The State of California also requires that damages be ascertained if any are determined to be a result of the easement on the property.

The Sales Comparison Approach to value was used to determine an unencumbered fee unit value of the land. The land the easement will encumber is within the CG - General Commercial zone. The subject site is improved with a retail facility and does generate income as is required in the Income Capitalization approach. However, it is assumed that the proposed easement will have no impact on the subject's current use. As such, the Income approach is not applicable to value the unencumbered fee. The Cost Approach is typically used in the valuation of improved properties. Market participants for these uses typically do not consider the cost approach in the marketplace; and since the subject property right being appraised is an easement and does not impact any improvements, the Cost Approach is considered not applicable or appropriate.

Therefore, the only applicable and appropriate method to estimate the value of the unencumbered fee land is the Sales Comparison Approach.

It is assumed that the easement being acquired is a permanent easement. SCE engineering personnel advised the appraiser that the location of the proposed electrical facilities would be in a location that is minimally disruptive to the land, while being necessary to the electrical system.

It is also assumed that the easement area required on this property is generally rectangular in shape, will encumber the most southern portion of the property, and consists of an electrical easement of approximately 3,325± square feet (or 0.076 acres) per the SCE Grant of Easement Documentation. The area the easement will encumber will be a portion of parcel 418-010-06.

For the purposes of this appraisal, the unit of comparison used is the price per square foot. This unit is a common unit of comparison used by buyers and sellers of this type of land in this area.

Summary of Project:

As previously mentioned, the subject's larger parcel is currently "CG" - General Commercial according to the City of Ridgecrest's online zoning map, and is improved with a neighborhood retail center. According to the City's Planning Department zoning map, the subject is adequately zoned for its use. Compatible uses within the site are commercial in nature. As previously discussed, the area in question is strip of land on the southern side of the subject's larger parcel needed for the installation of new conduit to replace existing deteriorating conduit. According to planners, an easement is required, and it is assumed by the appraisers that any disruption of landscaping or site improvements during construction will be returned to its original form subsequent to construction.

Valuation:

Properties with similar characteristics as the subject's CG - General Commercial zoning requirements have been selected for analysis. We have localized our search to transactions of sites up to 5.0 acres. Due to the recessionary state of the economy and a lack of sales transactions within the past few years, we have extended our search parameters to reflect sales transactions dating back to January, 2007. The sales selected are believed to represent the best indicators of value for the subject property and are summarized on the following page:

Summary of Sales Data

Name/Location/Parcel No.	Rec. Date Doc. No.	Size Acres	Size/ SF	Sale Price/Acre	Price/SF	Price/SF Zoning	Buyer/Seller	Proposed Use
Comp 1 South China Lake s/o Ward Avenue Ridgecrest, CA 93555 (033-070-25)	12/18/09 0185786	1.02	44,348	\$233,500	\$229,349	\$5.27	CG Daniel Pardi's LLC Ridgecrest Redevelopment Agency	Commercial
Comp 2 801 South China Lake Blvd. Ridgecrest, CA 93555 (080-020-28)	7/23/08 0105648	6.94	302,306	\$1,500,000	\$216,138	\$4.96	CG G&L China Lake LLC Lusaka Trust	Commercial
Comp 3 NEC of South China Lake and E. Sydnar Ave. Ridgecrest, CA 93555 (033-070-22)	7/25/08 0117886	1.19	51,784	\$783,000	\$658,647	\$15.12	CG CNM Holdings I LTD Ridgecrest Redevelopment Agency	Commercial
Comp 4 545 South China Lake Blvd. Ridgecrest, CA 93555 (480-010-06)	4/30/08 0059602	1.08	47,046	\$470,000	\$435,185	\$9.99	CG Vinco Venture LLC Erch P & Timin Muschinske	Commercial
Comp 5 China Lake Blvd. Ridgecrest, CA 93555 (033-080-05)	4/18/08 0060463	1.38	60,182	\$500,000	\$361,899	\$8.31	CG Ila M. Patel Newground Development LLC	Commercial

Price/Acre Price/SF
 Min: \$216,138 \$4.96
 Max: \$658,647 \$15.12
 Mean: \$380,244 \$8.73
 Median: \$361,899 \$8.31

The portion of the subject property that is required for the easement is located on southern side of an Commercially zoned lot. As previously discussed, the subject's CG - General Commercial zoning designation was created to provide for Industrial zoned uses. The appraisers have made the best efforts in searching for comparables with similar zoning requirements.

Comparable Analysis:

The table above reflects five sales transactions of various Commercially zoned lots that are considered most similar when compared to the subject. The sales indicate an unadjusted price range between \$4.96 /SF and \$15.12 /SF, with an average price of \$8.73 /SF and a median price of \$8.31 /SF. According to discussions with brokers and analysts familiar with the subject's market, the price range indicated above is a good indicator of Commercially zoned land currently being traded in the marketplace.

As previously mentioned, the portion of the subject property that is required for the easement is located on a Commercially zoned lot. Prior to concluding to a market value estimate for the subject property, consideration is warranted of each sale's respective comparability to the subject. The degree of comparability to the subject is based upon an analysis of a variety of factors that include, but are not limited to, property rights conveyed, financing terms, conditions of sale, market conditions, location, and physical characteristics such as slope and drainage.

Based on the above analysis, the comparables reflect an unadjusted value ranging between \$4.96 /SF and \$15.12 /SF, with an average price of \$8.73 /SF and a median price of \$8.31 /SF. Please note that varying factors that influence value include, but are not limited to: location, topography, and site shape. During our analysis of the selected comparables, we note that sales transactions at the lower end of the range of values reflect lots with inferior interior locations, while the upper-end of the range of values reflect sales transactions of vacant land with superior exposure and access. After review of the above comparables, it is the appraiser's opinion that the subject site is most comparable to comparable No. 3, No. 4, and No. 5. As such, we have concluded to a market driven price square foot value of **\$10.00/SF** which is at the middle-end of the range of values.

Easement:

The typical appraisal method for valuing partial interests (as this easement), is the *before and after* method. In this method, the appraiser values the larger parcel before the taking (or easement) is implied, and then again after the easement is assumed to be in place. The difference (if any) is the amount attributed to the easement and is the value due to the owner. However, when lesser takings, or grants, are involved where such a before and after value would likely be nominal (due to impact, location, etc...) another approach and formula is often applied.

This formula basically estimates the value of the part taken (as a part of the whole), adds damages to the larger parcel (if any), subtracts special benefits (if any), and the difference is the value of the property interest in question. This method is based on the knowledge that property ownership is known as a "bundle of rights", where an ownership can be divided into separate sticks that comprise the "bundle". For example, certain sticks or rights represent the right to use the surface of the land, or the air rights around an airport, or the subsurface rights to acquire the right to run a pipeline. This latter method has been deemed appropriate and is used in this report. There were no damages or special benefits as a result of this easement.

Easement percentage of fee: Based on the use to which the easement will be put and the property rights imposed by the taking of the proposed easement, an appropriate percentage deduction to the previously concluded fee simple value of the property will be estimated. The loss in value has been quantified based on an apportionment of the impact on the subsurface, surface and air right estates of the property. The contributory value of the easement is roughly 25% of the concluded per unit value of the fee value for the property. Reasoning is provided as follows:

25% of fee: The "bundle of rights" of any ownership can be roughly divided into 3 areas: subsurface rights, surface rights and aerial rights. The percentages of fee commonly attributed to the areas are 25% subsurface, 50% surface, and 25% aerial. The fee owner will typically retain use of the majority of the subsurface and most of the use of the surface rights for landscaping. However, as previously mentioned an easement is required for a new underground conduit requiring sub-surface related uses. As such, it is assumed that the full sub-surface rights of 25% of fee is required for these purposes, as development restrictions would severely limit the uses of those particular sub-surface improvements.

Reconciliation: The sales noted above exhibit recent market activity for vacant Commercially zoned land uses in the greater area of the subject property. Qualitative adjustments for location, zoning, shape, size, and access were applied. Taking these factors into consideration, and weighing the appropriateness, quantity and quality of the data to support a value, it is my conclusion that the sales were determined to be applicable comparable unit values of the unencumbered land. Considering the information provided above as well as my experience as an appraiser, it is my opinion that the unit value for the unencumbered subject property is **\$10.00/SF.**

Value Conclusion: As a result of my investigation and analysis, it is my opinion that the value of the easement interest of the subject property; subject to all basic assumptions and limiting conditions, as of December 30, 2011 is:

\$8,400

(Eight Thousand Four Hundred Dollars)

Calculations:

$\$10.00 \text{ Per SF} \times 25\% = \$2.50 \text{ easement value/SF}$

$(\text{Easement area of } 3,325 \pm \text{ SF})$

$3,325 \pm \text{ SF} \times \$2.50 \text{ easement value/SF} = \mathbf{\$8,313}$

Total Compensation: = \$8,400 (Rounded)

Marketing Time: Since the subject of this appraisal is an easement for electrical distribution purposes; and such easements are not typically a marketable item, marketing time is not applicable.

Exposure Time: Since the subject of this appraisal is an easement for electrical transmission line purposes and such easements are not typically exposed to the market for sale purposes, exposure time is not applicable.



Eric Chang
Southern California Edison
AG0144852
Corporate Real Estate Department
Real Estate Valuation

ASSUMPTIONS AND LIMITING CONDITIONS

Standards Rule (S.R.) 2-1 of the *Standards of Professional Appraisal Practice of the Appraisal Institute* requires the appraiser to "clearly and accurately disclose any extraordinary assumption or limiting condition that directly affect" the report and indicate its impact on the value range. In compliance with S.R. 2-1 and to assist the reader in interpreting this report, such assumptions and limiting conditions are set forth as follows:

1. The term "Market Value," as used in this report, is defined as:
"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."
2. The conclusions and opinions expressed in this report apply to the date of value set forth in this report. The dollar amount of any value opinion or conclusion rendered or expressed in this report is based upon the purchasing power of the American dollar existing on the date of value.
3. The appraiser assumes no responsibility for economic, physical or demographic factors that may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of the letter of transmittal accompanying this report. The appraiser is not obligated to predict future political, economic, or social trends.
4. In preparing this report, the appraiser was required to rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either expressed or implied, is given by the appraiser for the accuracy of such information and the appraiser assumes no responsibility for information relied upon later found to have been inaccurate. The appraiser reserves the right to make such adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
5. No opinion as to the title of the subject properties is rendered. Data related to ownership and legal description was provided by SCE sources and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The properties are valued assuming them to be under responsible ownership and competent management and available for their highest and best use.

³ *The Appraisal of Real Estate*, Appraisal Institute, 4th ed., p. 177.

6. The appraiser assumes no responsibility for hidden or unapparent conditions of the properties, subsoil, ground water, or structures that render the subject properties more or less valuable. No responsibility is assumed for arranging for engineering, geologic or environmental studies that may be required to discover such hidden or unapparent conditions.
7. The appraiser has not been provided any information regarding the presence of any material or substance on or in any portion of the subject properties or improvements thereon, which material or substance possesses or may possess toxic, hazardous and/or other harmful and/or dangerous characteristics. Unless otherwise stated in the report, the appraiser did not become aware of the presence of any such material or substance during the appraiser's inspection of the subject properties. However, the appraiser is not qualified to investigate or test for the presence of such materials or substances. The presence of such materials or substances may adversely affect the value range of the subject properties. The value estimated in this report is predicated on the assumption that no such material or substance is present on or in the subject properties or in such proximity thereto that it would cause a loss in value. The appraiser assumes no responsibility for the presence of any such substance or material on or in the subject properties, nor for any expertise or engineering knowledge required to discover the presence of such substance or material. Unless otherwise stated, this report assumes the subject properties are in compliance with all federal, state and local environmental laws, regulations, and rules.
8. Unless otherwise stated, the subject properties are valued assuming them to be in full compliance with all applicable zoning and land use regulations and restrictions.
9. Unless otherwise stated, the properties are valued assuming that all required licenses, permits, certificates, consents or other legislative and/or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. No engineering survey was made by the appraiser. Except as specifically stated, data relative to size and area of the subject properties was taken from sources considered reliable and no encroachment of the subject properties are considered to exist.
11. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights or whether the properties are subject to surface entry for the exploration or removal of such materials, except as is expressly stated.
12. Maps, plats, and exhibits included in this report are for illustration only to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from this report.

13. No opinion is intended to be expressed for matters that require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
14. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other report and are invalid if so used.
15. Possession of this report, or a copy of it, does not carry with it the right of publication. Without the written consent of the appraiser, this report may not be used for any purpose by any person other than the party to whom it is addressed. In any event, this report may be used only with proper written qualification and only in its entirety for its stated purpose.
16. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance of said hearing. Further, unless otherwise indicated, separate arrangements shall be made concerning compensation for the appraiser's time to prepare for and attend any such hearing.
17. In the event that appraiser is subpoenaed for a deposition or judicial or administrative proceeding and is ordered to produce the appraisal report and files, appraiser shall immediately notify the client. Appraiser shall appear at the deposition or judicial or administrative hearing with the appraisal report and files and answer all questions unless client provides appraiser with legal counsel who instructs appraiser not to appear, instructs appraiser not to produce certain documents, or instructs appraiser not to answer certain questions. It shall be the responsibility of client to obtain a protective order.
18. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. I have not made a specific compliance survey and analysis of the properties to determine whether or not they are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the properties, together with a detailed analysis of the requirements of the ADA, could reveal that the properties are not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the properties' value.
19. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may, or may not, be the market value of the component.
20. The appraiser is not qualified to detect the presence of any threatened or endangered species. The client is urged to retain an expert in this field if there is any question as to the existence of any threatened or endangered species. The value estimated in the report assumes that no threatened or endangered species is present on the property.

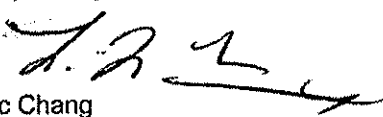
21. A Limited Environmental Review was not provided to the appraiser by the client. The appraiser is not an expert in biological or environmental matters and strongly suggests that the client and or future user of the subject site obtain a biological and environmental assessment prior to any activity on the property. The value conclusion assumes that property in compliance with all local, regional and State environmental approvals, including those required by CEQA through California Public Utilities Code 851. The appraiser assumes no responsibility for any failure of obtaining proper environmental clearances.
22. As previously discussed, the subject site has not been surveyed, and an exhibit map detailing the exact location of the proposed easement area was not provided to the appraisers. As such, the location of the easement is based on drawings provided by the planners that approximate the proposed easement location. It is noted that any changes in scope relating to the proposed easement location and possible damages to the remainder are subject to revision, and may substantially change our concluded just compensation.

CERTIFICATION

I, Eric Chang, certify that:

- All market data pertaining to the final value estimate has been accumulated by Eric Chang from various sources and, where possible, personally examined and verified as to details, motivation and validity.
- Eric Chang did not inspect the subject property. However, aerial views via Landvision, Costar, and Good Maps, were studied and examined in place of a physical inspection.
- I have reviewed the analyses, conclusions, and opinions concerning real estate contained in this report and fully concur with the final value estimate herein expressed.
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I am professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and/or appropriate research and education regarding the specific property type being appraised.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice (USPAP).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Respectfully submitted,


Eric Chang
Southern California Edison
AG0144852
Corporate Real Estate Department
Real Estate Valuation



**SOUTHERN CALIFORNIA
EDISON**

AN EMBROIDERED PATERNALISTIC COMPASSION

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Atlas Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX INCOME VALUE (AND CONSIDERATION LESS THAN \$100,000)	DISTRICT Ridgcrest	BOOK PAGE 6486-4852 TD427414	IDENTITY 0-4818	REF. NO.
BOE Company	FM 780-204-0		BT	DATE 12/8/11
NO. OF DECLARANT OR AGENT DETERMINING TAX PURN NAME	APN 418-010-08	APPROVED REAL PROPERTIES	\$15/GB	

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN PARCEL 1 AS SHOWN ON THE MAP ATTACHED TO EXHIBIT "A" OF CERTIFICATE OF COMPLIANCE RECORDED ON MAY 9, 2006 AS DOCUMENT NO. 0206113674 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID PARCEL SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 89°53'59" WEST 454.00 FEET; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°55'59" WEST 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH EASTERLY LINE OF SAID PARCEL, NORTH 00°14'10" WEST 74.00 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL, NORTH 89°55'59" WEST 314.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 19.63 FEET; THENCE TANGENT TO SAID CURVE, NORTH 00°04'01" EAST 146.00 FEET.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT AND TO TERMINATE SOUTHERLY IN SAID SOUTHERLY LINE.

THE ABOVE DESCRIBED STRIP OF LAND HAS AN AREA OF APPROXIMATELY 350 SQUARE FEET.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20__.

GRANTOR

SIERRA SANDS UNIFIED SCHOOL DISTRICT, a
California corporation

Signature _____

Print Name _____

Title _____

State of California)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in April 2012 are submitted for approval. “A” warrants totaled \$2,188,781.84. “B” warrants totaled \$1,192,025.12.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for April, 2012 as presented.

This list represents the "A" and "B" warrants released during the month of **APRIL 2012**
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	\$1,535,686.56
End of month classified	\$487,272.77
10th of month certificated	\$90,279.12
10th of month classified	\$75,543.39
Total "A" Warrants	\$2,188,781.84

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 141	\$113,534.07
Batch 142	March
Batch 143	\$19,225.38
Batch 144	Food Service
Batch 145	\$46,140.15
Batch 146	\$39,535.39
Batch 147	\$30,424.66
Batch 148	\$71,665.17
Batch 149	\$71,239.66
Batch 150	Food Service
Batch 151	\$132,051.61
Batch 152	\$340,775.00
Batch 153	\$77,598.27
Batch 154	Food Service
Batch 155	\$74,880.48
Batch 156	\$43,808.22
Batch 157	\$58,974.28
Batch 158	Food Service
Batch 159	\$66,772.78
Batch 160	May
Batch 161	May
Batch 162	Food Service
Batch 163	\$5,400.00
Total "B" Warrants	\$1,192,025.12

12. CONSENT CALENDAR

12.2. Report to the Board on Solid Waste Hauling Services

BACKGROUND INFORMATION: In accordance with Public Resource Code 40059, at the August 18, 2011 board meeting, the district utilized Resolution #4 1112 to authorize a short-term contract for solid waste services while it reevaluated the district needs and went for bid for a solid waste hauling contract. This action was precipitated by the fact that the solid waste hauling service arrangement that was in place was due to expire on September 2, 2011 and the outcome of service provision was uncertain at the time and likely to remain so by the expiration date. This necessitated a short-term contract for service while the district pursued the bid process.

CURRENT CONSIDERATIONS: The district has concluded a short-term contract with Benz Sanitation, Inc. The district has been pleased with the service provided.

FINANCIAL IMPLICATIONS: The district is in the process of evaluating its solid waste hauling service requirements and is also developing specifications so that it can publically request formal proposals for these services from all qualified providers.

SUPERINTENDENT'S RECOMMENDATION: There is no action required at this time. This item is provided for information only.

12. CONSENT CALENDAR

12.3 Approval of Student Teaching Agreement with Azusa Pacific University

BACKGROUND INFORMATION: The district periodically enters into an agreement with a university to provide teaching experience through practice teaching to students enrolled in teacher training programs.

CURRENT CONSIDERATIONS: A student teaching agreement with Azusa Pacific University is being submitted for approval.

FINANCIAL IMPLICATIONS: None. The district is reimbursed at a flat rate per student, which will cover all services provided.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the student teaching agreement with Azusa Pacific University, as presented.

12. CONSENT CALENDAR

12.4 Approval of Perkins Career Technical Education Application for Funding for the 2012-2013 School Year

BACKGROUND INFORMATION: The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides funding for secondary Career Technical Education (CTE) programs. In accordance with the program targeting requirements of the Perkins Act, the 2012-2013 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 (CTE) Application for the 2012-2013 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 (CTE) plan and address the career preparation needs of our students.

There are minimal changes to this year's application except that the application is now completed on-line. Elements continued this year, in response to federal reauthorization, include performance levels for Perkins Core Indicators and increased accountability requirements. Sierra Sands exceeds all core indicator performance targets except 6S1-Non Traditional Participation. When analyzing CTE participant data from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields, we performed at 21.67% and slightly missed the state target of 24%. Actions have been identified to increase the percentage of girls in the engineering, metal and wood programs.

FINANCIAL IMPLICATIONS: The tentative allocation of \$41,182 for Perkins federal funding provides supplemental funding for Career Technical Education (CTE) programs. This amount represents a slight decrease from 2011-2012 (\$42,574).

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district's Perkins Career Technical Education (CTE) Application for Funding, 2012-2013 as presented.

12. CONSENT CALENDAR

- 12.5 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 2012-2013 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 2012-2013 programs will provide services for up to 84 students at Faller, 65 students at Inyokern, and 72 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, 2012 through June 30, 2013. The advance fee continues to be \$24,000 as it was in 2011-2012. 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 and a before school program at Pierce. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the after school programs only.

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 program at Faller, Inyokern, and Pierce School sites for the 2012-13 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, 2012, 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 Faller Elementary School, 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 September 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, 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, 2012 to and including June 30, 2013.
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 2012-2013 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 _____

EXHIBIT A

Program requirements and regulations may be found at:

<http://www.cde.ca.gov/ls/ba/as/>

Categorical Program Monitoring Instruments related to ASES are located at:

<http://www.cde.ca.gov/ta/cr/documents/basp201112d.pdf>

Please refer to these two locations for current regulations affecting this agreement

12. CONSENT CALENDAR

12.6 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State
Preschool Programs in 2012-2013

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 was created by Schools Legal Service. The terms and conditions of this year's contract remain the same with the exception of an adjustment to fingerprinting requirements (item #9) which expands fingerprinting to all HDLL personnel, regardless of whether they are around minor children (i.e. night custodian).

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 \$472,278 for the three sites. This reflects the 2011-2012 reduction from \$549,769 to the current level. The program has been reduced from 201 days to 200 days in response to this reduction.

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 2012-2013 school year as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S CHILD DEVELOPMENT PROGRAMS

This Agreement, effective July 1, 2012, 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 quality 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 Faller Elementary School, 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;

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 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 2012-2013 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, 2012 to and including June 30, 2013.
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 2011-2012 contract)

Program	Sierra Sands Unified	State Preschool Inyokern, Pierce, and Faller
Funding Amount	<u>\$472,278</u>	
Child Days of Enrollment-minimum	<u>13,891</u>	
Potential Enrollment	<u>144 students</u>	(24 X 2 sessions X 3 sites)
CDE Contract #	<u>CSPP-1130 15-7374-(11-12#)</u>	
Maximum Daily Rate	<u>\$34.00</u>	
Minimum Days of Operation	<u>200 days</u>	

12. CONSENT CALENDAR

12.7 Approval of Recommendations for Expulsion, Expulsion Cases #7 1112, #8 1112, and #9 1112

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 cases:

Expulsion Case #07 1112: As recommended by an administrative hearing panel, student is expelled for the remainder of the spring 2011-12 semester and the 2012-13 fall semester, allowing the student to reapply for admission in January, 2013. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #08 1112: As recommended by an administrative hearing panel, student is expelled for the remainder of the spring 2011-12 semester and the 2012-13 fall semester, allowing the student to reapply for admission in January, 2013. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #09 1112: As recommended by an administrative hearing panel, student is expelled for the remainder of the spring 2011-12 semester and the 2012-13 fall semester, allowing the student to reapply for admission in January, 2013. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Cases #7 1112, #8 1112, and #9 1112 as presented.