

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**July 14, 2011
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Covert
Judy Dietrichson
Bill Farris
Tim Johnson, Vice President/Clerk
Tom Pearl, President
Kurt Rockwell
Michael Scott

Joanna Rummer, Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

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

2. APPROVAL OF MINUTES of the regular, special and special concurrent meeting of June 16, 2011, and the special meeting of July 7, 2011.

3. PROGRAMS AND PRESENTATIONS

3.1 Report to the Board: Presentation of the Annual Report of the Citizens' Oversight Committee for Measure "A"

4. PUBLIC HEARING

4.1 Tentative Agreement Between Chapter 188 of the California School Employees Association and the Board of Education For a Successor Agreement For 2011-12

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Report

5.4 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Application for Title 1 Schoolwide Program Status for Las Flores Elementary School

6.2 Approval of Contract for Data Management Services with Illuminate Education, Inc.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Policy and Administrative Regulation 6146.3, Reciprocity of Academic Credit

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

8.3 Ratification of Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding a Successor Agreement for 2011-12

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

9.2 Appointment of Student Member to the Board of Education for the 2011-12 School Year

9. GENERAL ADMINISTRATION (continued)

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

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues
10.2 Award of Contract to Abateco to Perform Hazardous Material Abatement at Las Flores Elementary School as Required to Provide for the Siemens HVAC Seismic Retrofit

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

- 12.1 Approval of Bilingual Assessor Waiver Request
12.2 Agreement with the City of Ridgecrest for Onsite Police Services for the 2011-12 School Year
12.3 Approval for Burroughs High School Band, Choir, and Orchestra to Attend an Out of State Festival in Arizona, March 19-23, 2012. (Spring Break)
12.4 Approval of Contract with Breakaway Consulting
12.5 Approval of a Revision to the Consolidated Application for Funding Categorical Programs, Part I, 2011-2012 School Year
12.6 Approval of Agreement with Atkinson, Andelson, Loya, Ruud and Romo for Legal Services Associated with Developer Fees, Modernization, and New Construction
12.7 Approval of Out of Country Travel for Burroughs High School Thespian Students to Attend the International Fringe Festival in Edinburgh, Scotland
12.8 Approval of “A” and “B” Warrants
12.9 Approval of Recommendations for Expulsion, Expulsion Cases #23 1011, #24 1011, #25 1011, and #26 1011

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be August 18, 2011.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: June 16, 2011

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

MEMBERS ABSENT: None

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of March 10, 2011, the special and regular meeting of May 19, 2011, the special meeting of May 26, 2011 and the special meeting of June 7, 2011 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

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

President Pearl opened the public hearing for the Sierra Sands Unified School District's budget for 2011-12 at 7:07 p.m. Hearing no comments the public hearing was closed at 7:08 p.m.

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

President Pearl opened the public hearing for the tentative agreement between the Desert Area Teachers Association and the Board of Education regarding contract reopeners for the 2011-12 at 7:08 p.m. and hearing no comments the public hearing was closed at 7:09 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

No student report during the summer.

5.2 Reports from Members of the Board

Board Member Rockwell, acknowledged and gave kudos to the administrators and staff at Burroughs High School for the amount of effort that went into the Every 15 Minutes program.

5.3 Superintendent's Report

Mr. Pearl reported on the District's enrollment status in the absence of Mrs. Rummer. The district's enrollment is down about 150 students compared to this time last year.

5.4 Communications

5.5 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

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

Motion passed to approve the Acquisition of Math Skills (AMS), a mathematics intervention course at Monroe and Murray Middle Schools. COVERT/JOHNSON

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

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

Motion passed to approve the advance placement Art Studio course at Burroughs High School. DIETRICHSON/COVERT

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

6.3 Approval of a Music Course at Mesquite High School

Motion passed to approve the music course at Mesquite High School. COVERT/JOHNSON

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

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

Motion passed to approve the consolidated application for funding categorical programs, Part 1 for the 2011-12 school year. SCOTT/DIETRICHSON

AYES: Dietrichson, Covert, 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

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

AYES: Dietrichson, Covert, 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 Ratification of Tentative Agreement between the Desert Area Teachers Association and the Board of Education Regarding Contract Reopeners for 2011-12

Motion passed to ratify the tentative agreement between the Desert Area Teachers Association and the Board of Education regarding contract reopeners for 2011-12. COVERT/ROCKWELL

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

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

The initial contract proposal for a successor agreement from Chapter 188 of the California School Employees Association to the Board of Education was received.

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

The initial contract proposal for a successor agreement from the Board of Education to Chapter 188 of the California School Employees Association was presented.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept a donation from the Desert Area Teachers Association of \$250 for library books at James Monroe Middle School.

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

10. CONSTRUCTION ADMINISTRATION

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

Mr. Auld reported to the board about his trip to meet with the Division of State Architect regarding the safety issues at Las Flores School from the air conditioning units installed by Siemens. They have been very cooperative by rushing through these plans in order to address the issue. Additionally he reported on the need to replace the chiller in “N” wing at Burroughs High School.

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

Motion passed to approve the amendment to the existing contract with Barnhart, Balfour-Beatty to install six relocatable classrooms and one relocatable restroom facility at Las Flores School, to include the modernization of the electrical system and the fire/life safety system.
DIETRICHSON/COVERT

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

President Pearl temporarily adjourned the regular meeting of the Sierra Sands Unified School District and opened the regular meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority at 7:35 p.m.

11. BUSINESS ADMINISTRATION

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

Motion passed to approve the contract with Bear Data Systems, Inc for the remainder of the district’s Voice Over IP telecommunications system. DIETRICHSON/COVERT

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

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

After discussion, motion passed to adopt the Sierra Sands Unified School District Budget for fiscal year 2011-12. DIETRICHSON/COVERT

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

12. PUBLIC HEARING

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

President Pearl opened the public hearing at 7:49 p.m. for the public to comment on the initial contract proposal for a successor agreement from Chapter 188 of the California School

Employees Association to the Board of Education. Hearing no comments, the public hearing was closed at 7:50 p.m.

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

President Pearl opened the public hearing at 7:50 p.m. for the public to comment on the initial contract proposal for a successor agreement for 2011-12 from the Board of Education to Chapter 188 of the California School Employees Association. Hearing no comments, the public hearing was closed at 7:50 p.m.

13. CONSENT CALENDAR

13.1 Approval of "A" and "B" Warrants

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

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

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

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

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

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

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

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

14. FUTURE AGENDA

15. ADJOURNMENT was at 7:50 p.m.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 16, 2011
TIME OF MEETING: 6:40 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 The Board Will Meet in Closed Session with the Superintendent to Discuss Negotiations With
One Bargaining Unit

The board met with the superintendent to discuss negotiations with one bargaining unit and no action was taken.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: June 16, 2011
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 Employee Discipline/Dismissal/Release

The board met to discuss one case of employee discipline/dismissal/release and took no action.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: July 7, 2011
TIME OF MEETING: 12:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
MEMBERS ABSENT: Johnson

PLEDGE OF ALLEGIANCE was led by President Pearl.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CONSTRUCTION ADMINISTRATION

2.1 Award of Contract to ANM Construction and Engineering, Inc. to Perform Paving Installation Work (Bid Package 2) on the Sherman E. Burroughs High School Career and Technical Education Building Project

Motion passed to approve awarding the contract to ANM Construction and Engineering, Inc. to perform paving installation work (bid package 2) on the Sherman E. Burroughs High School Career and Technical Education Building Project. SCOTT/ROCKWELL

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

3. FUTURE AGENDA

Mr. Farris suggested the board take action on letting our legislators know how the state budget has impacted our school district.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

3. PROGRAMS AND PRESENTATIONS

3.1 Report to the Board: Presentation of the Annual Report of the Citizens' Oversight Committee for Measure "A"

BACKGROUND INFORMATION: In June 2006, the Sierra Sands community voiced their support of the district by passing Measure "A", a general obligation bond under the auspices of Proposition 39. The bond proceeds were designated for the modernization of district school campuses.

In accordance with Education Code Section 15278(a), a Citizens' Oversight Committee was constituted by the Sierra Sands Unified School District Board of Education at the January 19, 2006 board meeting and members were appointed at the September 7, 2006 meeting of the board. The committee is charged with reviewing expenditure reports of bond funds and reporting annually that the district is in compliance with Article XIII A, Section 1(b)(3) of the California Constitution, which requires that an independent performance audit of bond activities be performed annually. Duties of the Citizens' Oversight Committee in this regard include a review of the performance audit and a report to the board regarding the same.

CURRENT CONSIDERATION: The accounting firm of BURKEY, COX, EVANS, BRADFORD & ALDEN ACCOUNTING CORPORATION was awarded the contract to perform the annual performance audit for the fiscal year ending June 30, 2010. The auditing firm submitted the audit to a sub-committee of the Citizens' Oversight Committee to review and prepare the annual report of the Citizens' Oversight Committee to be presented to the board and the community. The sub-committee was composed of Kelly Curtis, Suzanne Clark, and David Mechtenberg. The draft report was submitted to the full committee June 30, 2011. After review and discussion, the committee approved the annual report. The report states that the Citizens' Oversight Committee has found that from the period of July 1, 2009 to June 30, 2010, the Sierra Sands Unified School District is currently in compliance with the requirement in Article XIII A, Section 1(b)(3) of the California Constitution. In particular bond revenue has been expended only for the purposes so described in Measure "A". As prohibited by Article XIII A Section 1(b)(3)(a) of the California Constitution, funds were not used for any teacher or administrative salaries or other operating expenses.

FINANCIAL IMPACT: There are no financial implications.

SUPERINTENDENT'S RECOMMENDATION: The presentation of this report to the board is a legal requirement and in accordance with the bylaws of the Citizens' Oversight Committee for Measure "A". No action by the board is required.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
MEASURE A CITIZENS' OVERSIGHT COMMITTEE**



2009-2010 Annual Report

We, the members of the Sierra Sands Unified School District Measure A Citizens' Oversight Committee (the Committee, or COC), submit this report to the residents, voters and taxpayers in the Sierra Sands Unified School District (the District). This report is issued in conformance, as instructed by our by-laws, with the Strict Accountability in Local School Construction Bond Act of 2000 (Strict Accountability Act), requiring that the School District Board of Education (School Board) form an independent citizens' oversight committee, and that this committee report to the public on the proper expenditure of bond funds at least once annually. This submission represents the fourth year of the activities of the COC.

The Committee wishes to thank the District staff who has so diligently worked with us to set up our processes to ensure that vigorous and independent oversight will endure throughout the lifetime of the ballot measure. We also wish to thank the school board for providing the resources to enable us to do this important work. We appreciate this opportunity to serve the children, residents, voters and taxpayers in the Sierra Sands Unified School District.

The Committee looks forward to continuing its efforts to keep the community informed and to ensure that bond funds are spent wisely. Thank you for your continued support.

Respectfully submitted,

Hope Fielder, Chair
Measure A Citizens' Oversight Committee
Sierra Sands Unified School District

Statement of Compliance

The Sierra Sands Unified School District Measure A Citizens' Oversight Committee submits this Annual Report to the Board of Education on July 14, 2011.

The Committee advises that, based on the Performance Audit provided for the period covering July 1, 2009 through June 30, 2010, the District is currently in compliance with the requirements in Article XIII A, Section 1(b)(3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure A. As prohibited by Article XIII A, Section 1(b)(3)(a) of the California Constitution, funds were not used for any teacher or administrative salaries or other operating expenses.

Respectfully submitted,

Hope Fielder, Chair
Measure A Citizens' Oversight Committee
Sierra Sands Unified School District

I. Executive Summary

This is the fourth COC annual report which reviews the 2009-2010 activities and findings of the Measure A Citizens' Oversight Committee and is organized into the following topics:

- Executive Summary
- Measure A Ballot Proposition
- Original Intent of Measure A Bond
- Responsibilities
- Membership
- Meeting Dates
- Activities
- Statement of Compliance
- Findings
- The Committee's Recommendations

The Sierra Sands Unified School District was successful at the election conducted on June 6, 2006, in obtaining authorization for the District's voters to issue \$50,500,000 in bonds within legal interest rates. Proceeds from the sale of the bonds are intended for improvement, upgrade, and renovation of the District's existing facilities, construction of new facilities, and paying costs incident thereto. The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bond Act of 2000, at Section 15264 et seq. of the Education Code of the State (Prop 39). Measure A Bond was passed with a 61.16% vote exceeding the 55% vote required under Prop 39.

On January 19, 2006, the School Board established the Measure A Citizens' Oversight Committee in accordance with Proposition 39. On September 7, 2006, appointments to the committee were made and approved by the board. The Committee's responsibility is straightforward. The Committee is charged by state law to review the use of Measure A proceeds and to inform the public about the proper use of their tax dollars. The Committee by-laws require regular meetings to be held at least quarterly. Since its inception the committee has met nineteen (19) times, more than satisfying the requirement to meet quarterly.

The Independent Auditor's Report performed by BURKEY, COX, EVANS, BRADFORD & ALDEN ACCOUNTACY CORPORATION covering the period July 1, 2009 through June 30, 2010, states the following:

"We conducted our audit of the SSUSD Proposition 39 Bond Construction Fund in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial

statement presentation. We believe that our audit provides a reasonable basis for our opinion.”

“In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the SSUSD Proposition 39 Bond Construction Fund as of June 30, 2010, and the changes in the financial position thereof for the for the year then ended, in conformity with general accounting principles generally accepted in the United States of America.”

On or before April 30, 2011, the 2009/2010 Performance Audit ending June 30, 2010, as conducted by BURKEY, COX, EVANS, BRADFORD & ALDEN ACCOUNTACY CORPORATION was provided electronically to all Citizen Oversight Committee members. A subcommittee consisting of David Mechtenberg, Kelly Curtis and Suzanne Clark (absent due to illness) met on May 13, 2011 to review the audit and begin to draft the annual report. The subcommittee reviewed the audit and directed Mr. Auld to prepare a draft report for the committee to review. The Measure A Citizens’ Oversight Committee is in agreement with the Performance Audit conclusion that the Sierra Sands Unified School District is in compliance, in all material respects, with performance requirements for the Proposition 39 General Obligation Bonds for the period ended June 30, 2010, under the applicable provisions of Section 1(b)(3)(C) of the Article XIII A of the California Constitution.

II. Measure A Ballot Proposition

The Measure A Citizens’ Oversight Committee was established under the requirements of the School Construction Bond program known as Measure A. The ballot language stated that the passage of Measure A would authorize the issuance of \$50,500,000 of bonds at interest rates within the legal limit, to construct new classrooms, renovate and improve school sites and facilities; and to qualify the District for state matching funds. The language further stated that a citizens’ oversight committee would be established to guarantee funds were spent only for the specified purposes and not for administrative salaries.

FULL TEXT BALLOT PROPOSITION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT BOND MEASURE ELECTION JUNE 06, 2006.

The following is the full proposition presented to the voters by the SIERRA SANDS UNIFIED SCHOOL DISTRICT.

"To improve the quality of education, shall Sierra Sands Unified School District be authorized to construct new classrooms, upgrade, renovate, and modernize classrooms and facilities including upgrading plumbing systems, renovating restrooms, making health and safety improvements, repairing and replacing roofs, improving student access to computers and technology, and qualifying the District for over \$13,000,000 in State grants by issuing \$50,500,000 in bonds within legal interest rates, with a citizens’ oversight committee, annual audits and NO money for administrator salaries."

ARGUMENT IN FAVOR OF MEASURE A

***Argument In Favor Of
Sierra Sands Unified School District Measure "A"
Tuesday, June 6th 2006***

Your YES vote on Measure "A" will have a lasting, positive impact on our local schools and on our community. Measure "A" will provide updated classrooms and school facilities and allow us to continue providing our children with a quality education.

The average age of our schools is over 45 years and Inyokern Elementary, the oldest, was built in 1934. While some facilities have been modernized, many others still need major upgrades and renovations. It is now time to improve our schools.

MEASURE "A" WILL IMPROVE OUR SCHOOLS BY:

- *Upgrading deteriorating plumbing systems and outdated restrooms*
- *Constructing additional classrooms and cafeterias/multipurpose rooms*
- *Repairing and replacing roofs*
- *Making health and safety improvements like upgrading fire alarm and communication systems*
- *Improving access to computers and technology by renovating inadequate electrical systems*

Good schools are an investment in our children and community. It's important that Sierra Sands Unified School District maintain this investment and provide school facilities and technology comparable to other districts.

MEASURE "A" MAKES FINANCIAL SENSE BY:

- *Qualifying the District for over \$13,000,000 in State grants*
- *Making improvements now instead of later when they will cost more*
- *Improving property values in our community and homes*

As taxpayers, we agree on the importance of education and the value of quality schools.

BY LAW, TAXPAYER SAFEGUARDS ARE IN PLACE. MEASURE "A" WILL:

- *Include financial audits and an independent oversight committee*
- *Only be used to improve our children's schools - not to pay salaries*

COST

- *\$54 per year for the average homeowner*

Voting YES will have lasting, positive benefits. Measure "A" will maintain our schools as focal points of our communities and allow for the continued quality education of our children. Let's keep our communities a great place to raise our children and grandchildren.

MEASURE A will:

- Upgrade deteriorating plumbing and water drainage systems, and outdated restrooms;
- Repair and replace roofs;
- Build new classrooms to accommodate student growth;
- Modernize computer technology throughout the District, including improving computer labs, renovating electrical systems, and providing additional computers;
- Modernize outdated classrooms, including improving handicapped accessibility (ADA), lighting, ceilings, flooring and painting;
- Provide adequate multi-purpose rooms through new construction and/or renovation;
- Make health and safety improvements such as upgrading fire alarm and communication systems;
- Construct a more efficient maintenance, operation, and transportation facility to decrease operational expenses and replace the current inadequate facility;
- Replace outdated playground equipment to improve student safety;
- Renovate or expand bus loops as necessary to increase student safety and improve traffic flow;
- Renovate, expand, construct, and upgrade student support facilities including joint use projects, as needed;
- Necessary site preparation/restoration in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms;
- Address unforeseen conditions revealed by construction/modernization (e.g., plumbing or gas line breaks, dry rot, seismic, structural, etc.); and
- Furnish and equip schools as needed to the extent permitted by law.

III. Original Intent of Measure A Bond

In 2004, the District realized that a modernization program at all school sites was required. Toward that end, the Board approved a contract with SCArchitects, Inc. to perform a district-wide facilities needs assessment study. The results of the study, which were presented at the June 14, 2005 Board meeting, focused on infrastructure, Americans with Disabilities Act (ADA) requirements, safety and security, technology, and the classroom environment. At that time, estimated cost for such an effort at District school sites was about \$105,000,000. At the December 8, 2005 Board meeting, the district authorized the architectural firm of Westberg + White to provide a Facilities Master Plan

dealing specifically with the District's school sites. The District Board accepted the plan on May 4, 2006. At the March 2, 2006 Board meeting, the District was authorized to begin work on a facilities bond under the Proposition 39 authority. The community supported the District's bond campaign, and on June 6, 2006 the bond in the form of Measure A was passed by 61.16%, which exceeded the 55% required by Proposition 39 regulation. Since that time, in accordance with Education Code, a Measure A Citizens' Oversight Committee has been appointed and has met multiple times, the annual performance audit has been presented to the Committee, and a number of actions related to the Measure A effort have been initiated.

IV. Responsibilities

The mission of the COC is to oversee the expenditures of taxpayer money for the construction, repair, and modernization of schools by the District and to communicate its findings and recommendations to the School Board and the public so that Measure A bond funds are invested as the voters intended and projects are completed prudently and efficiently. The COC oversees both internal and external controls and provides feedback to the School Board and public by highlighting successes, shortcomings, and identifying areas for improvement. In order to maintain controls to ensure that they are constantly improved and updated, the COC monitors the District's actions with regard to their recommendations.

According to its bylaws, which are guided by the requirements of California's Proposition 39, Article XIII A of the California State Constitution, and the ballot language of the bond, the COC must oversee the Bond program's compliance with the accountability requirements of Article XIII A of the California State Constitution. These accountability requirements include annual performance and financial audits on use of bond proceeds. The School Board established the independent Citizens' Oversight Committee (COC) January 19, 2006, according to the guidelines established by Proposition 39, Article XIII A of the California State Constitution, and the ballot language of the Measure A bond.

V. Membership

The Committee is composed of district residents with a broad base experience in business, government, and finance, as well as parents of school children and members of parent-teacher organizations, a senior citizen organization, and a taxpayer association.

Name	Representative Group	Term
Suzanne Clark Member	Parent or guardian of a child enrolled in the district	Second Term Expires in October 2012
Kelly Curtis Member	Active in a business organization representing the business community located within the district	Second Term Expires in October 2012
Arlene Decker Member	Both a parent or guardian of a child enrolled in the district and active in a parent-teacher organization	First Term Expires in October 2011
Julie Ann Pennix Member	Community Member at Large	First Term Expires in October 2013
Hope Fielder Chair	Active in a bona fide taxpayers' organization	Second Term Expires in October 2011
Linda Klabunde Member	Active in a senior citizens' organization	First Term Expires in October 2012
David Mechtenberg, Member	Community Member-at-Large	Second Term Expires in October 2011
Bill Porter, Member	Community Member-at-Large	Second Term Expires in October 2011

VI. Meeting Dates

August 21, 2009

September 19, 2009

October 16, 2009

November 13, 2009

January 22, 2010

March 19, 2010

May 14, 2010

VII. Committee Activities

We have specified procedures for the Committee to obtain data concerning project progress, budget information, and work quality. The data gathering systems are now in place to provide the committee with the essential reports needed to make it possible to conduct oversight.

To achieve its purpose, the COC actively reviewed:

- Expenditures of the school construction program funds
- The status of the school construction projects

Specific activities of the COC included:

- Interviewing representatives of the administration and Measure A consultants
- Providing feedback and recommendations to District Staff

- Requests for independent legal counsel as needed
- Visiting sites undergoing Measure A modernization
- Advertised, interviewed, and made recommendations for replacement members to the COC due to resignations or expiring terms.

VIII. Statement of Compliance

IX. Findings and Conclusions on Accountability Requirements

Based on information provided, the Committee finds and concludes that from July 1, 2009 to June 30, 2010, the School District is currently in **compliance** with the accountability requirements of Article XIII A, Section 1(b)(3) and the original bond language as follows.

1. The District has conducted the state required annual, independent performance audit to ensure that funds have been expended only on the specific projects listed.
2. Funds designated Measure A Bond Funds have been properly accounted for and were used for authorized bond projects. The bond sale proceeds have not been used for salaries of school administrators or other operating expenditures.
3. The audit report reported no compliance findings in the audit. However, Sierra Sands continues to monitor office practices as recommended by the audit report.

X. Exceptions

There are no exceptions with the accountability requirements of Article XIII A, Section 1(b)(3) during this reporting period, July 1, 2009 to June 30, 2010.

XI. The Committee's Recommendations

The status of the Committee's recommendations to the District from the 2010 Annual Report are noted below:

The Committee has no further recommendations this year.

XII. Status Report on Construction Program

Following is a summary of how bonds have been spent:

Bond Happenings

Issuance of School Bonds:

Adoption of Resolution #18 0506 Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Any Other Election Occurring on June 6, 2006, was passed on March 2, 2006. This set into motion the modernization program. On June 6, 2006, the voters of the Indian Wells Valley passed Measure A ensuring the trust of the education of the valley's children to the District. This is the first bond to ever be passed in the IWV and the District is extremely thankful for the vote of confidence from its citizens.

Citizens' Oversight Committee (COC):

The formation of the Citizens' Oversight Committee (COC) is required by the Education Code Section 15278(a) for the purpose of expending general obligation bond proceeds. The Board approved to establish the COC on January 19, 2006. On September 7, 2006, the Board made their appointments to the COC.

Committee for School Facilities Improvement:

The School Facilities Improvement Committee was established by the Board on January 19, 2006, and made appointments on September 21, 2006. Though the formation of the committee is not required by code or citation, the District believes that such a committee, which consists of professions in the construction environment (architects, general contractors, institutional contractors, civil, electrical, and structural engineers) will be a valuable resource to the District as it pursues its modernization agenda. This committee did meet in 2009 – 2010.

Westberg + White Architects and Planners (W+W):

Since December 2005, the architectural firm of Westberg + White, Architects and Planners, has been working with the District in support of its modernization initiatives.

On May 4, 2006, the Facilities Master Plan was adopted. The Master Plan discussed projections of future enrollment, improvements which were necessary to bring existing facilities up to modern educational standard, and identification of potential funding sources. Since its adoption, the firm has visited all District sites a minimum of three times, met with District staff, met with all site principals and managers, met with representative staff at each site, and met with parents and members of the community. This continues to be an ongoing effort as the District progresses through the modernization process.

Additionally, members of the Westberg + White team and the District's project manager for construction meet and confer to discuss, evaluate, and make preliminary recommendations regarding the architectural and technical standards and requirements of the project. These meetings are regular and ongoing and have been held at the school sites as well as at the architects' offices.

Significant Completed Efforts in Support of and in Preparation for Construction:

Performance of the following tasks was required in preparation for construction. The information will be utilized by the Division of the State Architect, the Office of Public School Construction, Westberg + White (architectural firm), other contractors, and District personnel during modernization and beyond.

- Over 150 individual plans from the District for use in developing the new modernization plans have been scanned and converted into an AutoCad database.
- Land surveys, property boundary confirmation, aerial photographs, and topographical surveys of all Sierra Sands school sites have been completed.
- Video inspection of sewer pipe at Richmond Elementary School, Vieweg Administrative Center, and Mesquite High School has been performed. All District school sites will undergo video sewer pipe inspection.
- Soil sample and compaction tests have been completed at all school sites.

Measure A Activities – 2010

Heating Ventilation Air Conditioning (HVAC) Retrofit: Until July 2008, the Sierra Sands Unified School District had no indication that there were structural issues with the Siemens heating-ventilating-airconditioning (HVAC) installations, which were conducted districtwide. In July 2008, the district was confronted by the Division of the State Architect (DSA), which directly asserted that no district projects would move forward unless the structural issues universally characteristic of the Siemens HVAC installations were evaluated and corrected. Essentially, Siemens completely ignored DSA and conducted their installations at will and without record. In short, DSA could not accept the responsibility for installations that it could not document. To create the DSA structurally approved retrofit and record, the district suffered enormous unbudgeted costs. Measure A has been the primary source of funding for these projects. During this reporting period the district (d) and Siemens(s) have completed the following seismic retrofits:

- Complete seismic retrofit of Faller and Pierce Elementary Schools (d) – Siemens has contributed approximately \$800,000 to this effort and is in negotiations with the district to increase their contribution. The total cost of the seismic retrofit was in excess of \$1.5 million for these two schools.
- Complete seismic retrofit of G Wing at Sherman E. Burroughs High school (s).

Measure A Funding: In 2005, the district contracted for a comprehensive facilities needs analysis, primarily focusing on modernization of its campuses. This needs analysis totaled some \$150 million, but did not include invasive or destructive analysis. As the result of the invasive and destructive analysis done at Faller and Pierce during modernization, particularly as regards infrastructure components (water, gas, sewer and electrical systems) which required total replacement, this total needs cost is estimated to be in excess of \$200 million.

On June 6, 2006, Measure A passed authorizing \$50.5 million in general obligation bond sales. This authorization is significantly lower than the assessed need, yet reflected the level of voter tolerance. Voter tolerance was determined by a political telephone survey.

Attempting authorization higher than \$50.5 million could have resulted in a failed attempt to pass Measure A.

Two primary factors determine when bonds can be sold and the denomination of the bond sale. The district promised the community that it would maintain the cost to the taxpayer at \$60/\$100,000 of assessed valuation. The district was able to sell \$24.9 million in August 2006 at the \$60/\$100,000 threshold. Assessed valuation within the community grew sufficiently to provide for an additional bond sale in December 2008 of \$5.4 million, consistent with the \$60/\$100,000 of assessed valuation. As of this writing, the district could sell an additional \$2 million, consistent with \$60/\$100,000 of assessed valuation. As predicted prior to the passage of Measure A, the balance of Measure A funds cannot be totally obtained until 2018, based on the \$60/\$100,000 tax threshold.

The total bonding capacity for the district is approximately \$100 million (if strategically amended over the course of the life of the bonds and based on assumed assessed valuation growth, or \$47.5 million absent assessed valuation growth and no strategic plan to increase bond proceeds). \$100 million is roughly one-half of the assessed facilities needs.

Essentially all of the Measure A funds has been expended on:

- Design and engineering services
- Management and legal services
- Playground and shade improvements
- ADA accessibility to these structures
- Comprehensive modernization of Faller School
- Comprehensive modernization of Pierce School
- Burroughs High School infrastructure project
- Inyokern School infrastructure project
- Las Flores pre-construction services
- New portable classroom acquisition and installation

Qualified School Construction Bonds (QSCB): This is a federal program and part of the economic stimulus package. Sierra Sands was the first district drawn by lot to be eligible for this program. With this program, the district could sell up to \$25 million in QSCB, principal only bonds. The duration of the loan is fifteen years, at which time the district would make one payment to repay the investors. The investors receive tax credits over this period in lieu of interest. During this reporting period, the district made application to participate in the QSCB program, which would allow for:

- Complete modernization of Inyokern Elementary School
- Electrical system conversion at Sherman E. Burroughs High School
- Installation of six relocatable classrooms and one relocatable restroom facility at Las Flores Elementary School, as well as the replacement of the the electrical system, fire/life safety system, carpet and paint

The board of education set the limit for this program at \$12 to \$15 million, depending on market conditions. This program was legally challenged and suspended for the time

being, pending enabling legislation. Sources for repayment of these bonds are future state matching funds and future Measure A sales. Although the actual QSCB transaction occurred in July 2010, outside of this reporting period, all of the ground work took place in 2009-2010. The district netted \$13.1 in program proceeds (actually an “advance on future Measure A proceeds and state matching funds) to continue the projects noted above. Not during this reporting period, but of significant note, the district has received state matching funds as follows:

- Faller - \$1,470,770
- Pierce - \$1,998,716
- Inyokern - \$1,011,725
- Totaling - \$4,481,211

2009 Measure A Projects: Although design and engineering and management and legal services are ongoing, four major projects were completed in 2009:

- Faller Elementary School – This project was completed in August 2009. The school was occupied on time. This project consisted of a comprehensive infrastructure replacement, the conversion of the cafeteria/classroom building into a modern multipurpose room, and the enclosure of the previously open classrooms in the media building. The fire/life safety system was replaced. Full ADA accessibility was achieved. Discovered during the modernization project was the fact the seismic drag struts were not completed during the original construction of the media building. The HVAC retrofit was completed as required by DSA. The roof on the media building was also totally replaced, as were the window units in the two main buildings. The total project cost, including temporary classrooms and administrative space and acquisition and installation of the new classrooms, was slightly in excess of \$7.5 million. The cost to complete the HVAC retrofit was \$348,168. Measure A was the primary source for funding this project.
- Pierce Elementary School – This project was completed in August 2009. The school was occupied on time. This project consisted of a comprehensive infrastructure replacement and the conversion of classroom space in the cafeteria building into additional office space. A new classroom and new computer lab were also acquired and installed. The fire/life safety system was replaced. Full ADA accessibility was achieved. The HVAC retrofit was completed as required by DSA. Roofs were repaired as needed. The total project cost, including the acquisition and installation of the new classroom and computer lab, was slightly in excess of \$7 million. The cost to complete the HVAC retrofit was \$815,916. Measure A was the primary source for funding this project.
- Burroughs High School Infrastructure Project – This project was completed one week ahead of schedule. Four thousand linear feet of trenching was conducted and 90,000 feet of electrical conduit, water line, sewage line, and gas line was installed. This project was moved forward in the overall program schedule due to the need to prepare the existing infrastructure for the new Career and

Technical education building (not Measure A funded), which will commence this summer. This project came in on time and slightly under the \$4 million budget.

- Inyokern Parking Lot and Infrastructure – A new parking lot was installed (2009) and comprehensive infrastructure modernization was completed (March 2010). The budget for this phase of modernization was set at \$2 million. This project was launched in the fall of 2010 and is now complete. This project consisted of the installation of two new relocatable classrooms to compensate for a greatly expanded library/technology center that consumed two permanent classrooms, the relocation of the pre-school, full infrastructure replacement, ADA accessibility and signage compliance (including a stage-lift), complete classroom modernization and the HVAC seismic retrofit (currently at district expense/settlement offer by Siemens under district consideration).
- Rand School Modernization – This project was completed in time for the start of school in August 2010. The project consisted of a total restroom modernization and ADA accessibility and signage compliance.
- Sherman E. Burroughs High School Electrical Conversion, Phase Two – During the reporting period, significant effort was made in designing the new electrical system and in acquiring an easement for SCE on Navy property, along Drummond Avenue.

4. PUBLIC HEARING

4.1 Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education For a Successor Agreement for the 2011-12 year

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association and the Board of Education have reached a tentative agreement for a successor agreement for the 2011-12 year.

CURRENT CONSIDERATIONS: A public hearing will be conducted to provide time for comments on the tentative agreement between Chapter 188 of the California School Employees Association and the Board of Education regarding settlement of a successor agreement for 2011-12 as presented. A copy of the tentative agreement is attached.

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

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the tentative agreement for a successor agreement for 2011-12 between Chapter 188 of the California School Employees Association and the Board of Education.

TENTATIVE AGREEMENT

The Sierra Sands Unified School District ("District") and the California School Employees Association, Chapter 188 ("CSEA," collectively with the District, "Parties") enter into the following Tentative Agreement regarding the 2011-2012 school year:

1. With the exception of the items noted in paragraph 2 below, the Parties agree to a new term of the current collective bargaining agreement from July 1, 2011 to June 30, 2012. As a result, the collective bargaining agreement shall consist of the same terms and conditions as set forth in the Parties' 2008-2011 Collective Bargaining Agreement, but with the exceptions noted in Paragraph 2 below. The district will maintain paying for step and column and Health and Welfare for 2011-2012.
2. The Parties agree and acknowledge that, for a variety of reasons, the District cannot accurately anticipate its 2011-2012 budget at the time of full execution of this Tentative Agreement. As a result, the Parties agree to continue negotiations regarding the economic terms of the collective bargaining agreement including, but not limited to, Articles V, VI, (including furlough days) and denoted re-openers after passage and enactment of the State of California's 2011-2012 budget.

Agreed:


Sierra Sands Unified School District


Ernie Bell

Assistant Superintendent, Human Resources

Dated: 4/27/11

California School Employees Association
Chapter 188


Randy Coit

President CSEA Chapter 188

Dated: 4-27-2011

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

Sierra Sands Unified School District

Name of Bargaining Unit: Callifornia School Employees Association - Chapter 188

The proposed agreement covers the period beginning July 1, 2011 and ending June 30, 2012 and will be acted upon by the Governing Board at its meeting on July 14, 2011.

A. Proposed Change in Compensation

Compensation			Fiscal Impact of Proposed Agreement		
			Current Year 2011-12	Year 2 2012-13	Year 3 2013-14
1.	Step & Column - Increase/Decrease due to movement plus any changes due to settlement	Cost (+/-) % of total compens.	\$ 189,042 2.46%	\$ 189,042 2.32%	\$ 189,042 2.20%
2.	Salary Schedule - Increase/Decrease	Cost (+/-) % of total compens.	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
3.	Other Compensation - Increase/ Description:	Cost (+/-) % of total compens. Stipends	\$ - 0.00% \$ -	\$ - 0.00% \$ -	\$ - 0.00% \$ -
4.	Statutory Benefits - Increase/Decrease in STRS, PERS, FICA, Medicare, Unemployment, Workers Comp, etc.	Cost (+/-) % of total compens.	\$ 106,913 1.39%	\$ 106,913 1.31%	\$ 106,913 1.24%
5.	Health & Welfare Plans - Increase / Decrease	Cost (+/-) % of total compens.	\$ 168,170 2.18%	\$ 142,226 1.74%	\$ 152,182 1.77%
6.	Total Compensation - Increase/Decrease Total of Lines 1-5	Cost (+/-) % of total compens.	\$ 464,125 6.03%	\$ 438,181 5.37%	\$ 448,136 5.21%
7.	Total Number of Represented Employees		235	235	235
8.	Total Compensation Cost for Average Employee - Increase/Decrease	Cost (+/-) % of total compens.	\$ 1,975 6.03%	\$ 1,865 5.37%	\$ 1,907 5.21%

B. Proposed Negotiated Changes in Non-Compensation Items:

None

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

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

None

E. Source of Funding for Proposed Agreement

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

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$	41,954,819
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$	1,258,645

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

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

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

Yes

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

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

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

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

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Sierra Sands Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association - Chapter 188 Association Bargaining Unit, during the term of the agreement from July 1, 2011 to June 30, 2012.

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

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

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance Increase (Decrease)

N/A

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

N/A X (no budget revisions necessary*)

District Superintendent and Chief Business Officer

Date

*Increases in compensation anticipated in budget projections

CERTIFICATION NO. 2:

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

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

District Superintendent and Chief Business Officer

Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on July 14, 2011, took action to approve the proposed Agreement with the California School Employees Association.

President (or Clerk) of the Governing Board

Date

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

SCHOOL	10-11 %	09-10 %	K	1	2	3	4	5	6	7	8	9-12	SDC	10-11 TOTAL	09-10 TOTAL	CHANGE
FALLER	95.9%	95.7%	82	96	76	71	75	60						460	465	-5
GATEWAY	95.6%	95.9%	84	87	77	65	71	76						460	474	-14
INYOKERN	96.5%	93.6%	31	30	35	37	37	28					1	199	219	-20
LAS FLORES	97.0%	96.1%	61	80	71	72	59	81						424	470	-46
PIERCE	95.8%	94.8%	62	57	53	61	48	64						345	320	25
RAND	85.7%	86.1%	2	1	1	3								7	6	1
RICHMOND ANNEX	93.1%	91.4%											92	92	83	9
RICHMOND	95.8%	95.7%	66	85	65	63	71	57						407	409	-2
TOTAL K -5	95.8%	95.2%	388	436	378	372	361	366					93	2394	2446	-52
MONROE	94.2%	93.7%							157	152	177		28	514	505	9
MURRAY	93.9%	94.1%							168	208	190		27	593	659	-66
TOTAL 6 -8	94.0%	93.9%							325	360	367		55	1107	1164	-57
BURROUGHS	97.4%	95.5%										1328	62	1390	1440	-50
MESQUITE													97	97	126	-29
														0		0
TOTAL 9 - 12	97.4%	95.5%										1425	62	1487	1566	-79
10-11 TOTAL	95.8%		388	436	378	372	361	366	325	360	367	1425	210	4988	---	---
09-10 TOTAL		95.1%	415	438	382	389	388	343	369	368	378	1502	204		5176	---
CHANGE		0.70%	-27	-2	-4	-17	-27	23	-44	-8	-11	-77	6	---	---	-188

Elementary K - 5

Regular -

K 388 415

1 - 3 1186 1209

4 - 5 727 731

Special Education -

SDC 93 91

RSP 137 123

Middle 6-8

Regular 1052 1115

Special Education -

SDC 55 49

RSP 79 78

High School 9 - 12

Regular 1328 1440

Continuation 97 126

ROP 0 275

Special Education -

SDC 62 65

RSP 75 90

Adult 571 618

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Application for Title 1 Schoolwide Program Status for Las Flores Elementary School

BACKGROUND INFORMATION: A schoolwide program is a comprehensive reform strategy designed to upgrade the entire educational program in a Title I school; its primary goal is to ensure that all students, particularly those who are low-achieving, demonstrate proficient and advanced levels of achievement on State academic achievement standards. In general, a Title I school may operate as a schoolwide program only if a minimum of 40 percent of the students in the school, or residing in the attendance area served by the school, are from low-income families. *[Section 1114(a)(1) of Title I of ESEA]*.

Whereas Title I targeted assistance programs only provide educational services to identified individual students, schoolwide programs allow staff in schools with high concentrations of students from low-income families to redesign their entire educational program to serve all students. The emphasis in schoolwide program schools is on serving all students, improving all structures that support student learning, and combining all resources, as allowed, to achieve a common goal. Schoolwide programs maximize the impact of Title I. Adopting this strategy should result in an ongoing, comprehensive plan for school improvement that is owned by the entire school community and tailored to its unique needs. Faller, Inyokern, Pierce and Richmond Elementary schools are all currently Title 1 SWP schools. Currently Las Flores and Rand are Title 1 Targeted Assistance Schools.

Becoming an SWP requires schools to evaluate their Single Plan for Student Achievement - SPSA. This plan must describe how the school will be improved academically so that all students, especially those farthest away from demonstrating proficiency, will attain proficiency on the state academic content standards. Federal guidelines suggest that the planning process to develop the comprehensive SWP plan should ideally take schools one to two years to complete and must incorporate the results of a comprehensive needs assessment. The comprehensive SPSA plan incorporates local, state, and federal legally mandated programs that are designed to address the student needs identified as a result of the comprehensive needs assessment.

CURRENT CONSIDERATIONS: Las Flores Elementary, along with input from staff, parents, and community, has completed its planning process for Title 1 Schoolwide program status and the revised SPSA submitted earlier this year addresses all required components. Application for Schoolwide status must be submitted to the California Department of Education for approval.

FINANCIAL IMPLICATIONS: There are no fiscal considerations.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the Board of Education approve the Las Flores application for Title 1 Schoolwide program status beginning in 2011-2012.

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: Kern School District: Sierra Sands Unified
 School: Las Flores Elementary CDS Code (14 digits): 1/5/7/3/7/4/2/6/0/0/9/6/2/5
 Street Address: 348 Rowe Street
 City: Ridgecrest Zip: 93555
 Principal: Ms. Michelle Acosta Telephone: (760) 375-8431
 FAX: (760) 375-1797 E-mail: macosta@ssusd.org
 Categorical Program Director: Mrs. Laura Hickie Telephone: (760) 499-1641
 FAX: (760) 375-1959 E-mail: lhickie@ssusd.org
District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)
Free/ Reduced Lunch 48.2% AFDC % Combination % Other %

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

☒ Sierra Sands Unified School District - Mrs. Laura Hickie

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at <http://www.cde.ca.gov/sp/sw/rt/>

Superintendent: _____ Date: _____

Principal: _____ Date: _____

Date of Local Board Approval: 7/14/11

Mail completed notice to:

School Improvement and Title I Basic Office
 California Department of Education
 1430 N Street, Room 6208
 Sacramento, CA 95814-5901
 The form may also be emailed to: Title1@cde.ca.gov

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Contract for Data Management Services with Illuminate Education, Inc

BACKGROUND INFORMATION: The No Child Left Behind (NCLB) Act of 2001 enacted rigid mandates holding schools, districts, and states accountable for improving student achievement. The Adequate Yearly Progress (AYP) and the statewide Accountability system (Academic Performance Index -API) are used to annually evaluate each school and the district.

Access to relevant data and analysis tools can help the district, schools, and teachers make more informed decisions about programs and student achievement. Our LEA Plan Performance Goal 1 states that “All students will reach high standards, as a minimum, attaining proficiency or better in reading and mathematics, by 2013-2014.” Alignment of instruction/assessment and monitoring program effectiveness are two specific actions that are used to improve educational practice in reading and mathematics.

CURRENT CONSIDERATIONS: Data management services have been provided to the district by Edusoft since 2001. The district has been searching for an alternate vendor in order to have a system that is user friendly, cost efficient, uses up to date technology, and provides enhanced features for the end user.

The Illuminate DnA system was identified as a system that will serve the district’s needs. Input was gathered through a variety of resources, including assessment directors using the system in other districts, grade level meetings, technology advisory committee meetings, and a demonstration presentation to administration, teachers and the IT department.

FINANCIAL IMPLICATIONS: The three year contract is for an annual fee (based on 5,232 students) of \$20,928 per year plus three days of training at \$1,500 per day (year 1) for an anticipated three year cost of \$67,284. This cost is subject to increases or decreases in district enrollment and a possible need for additional days of training at \$1,500 per day. Costs are an appropriate use of federal restricted categorical funding.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the Board of Education authorize the district to enter into a contract with Illuminate Education, Inc. for data management services from July 1, 2011 through June 30, 2014.

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement is made by and between Illuminate Education, Inc., a California Corporation (“Vendor”) and Sierra Sands Unified School District (“District”).

RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from July 1, 2011 through June 30, 2014. After that date, District may continue to license the Software and receive maintenance and support services at the annual license fees charged by Vendor.
2. License of Illuminate Data and Assessment Management System. Vendor hereby licenses its Illuminate Data and Assessment Management System (DnA) (“Software”) to District. District and District employees may use the Software for each of the locations listed on Exhibit “A” attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit “B” attached to this Agreement.
6. Hosting. District’s data will be hosted on Vendor’s server (included in the annual fee).
7. Importing of Data. Vendor shall import District’s data into the Software within 45 business days after the receipt of useable data.

8. Training. Vendor shall provide the following training services to District:

Training Services

Services	Date
3 Days of training to District in the basic use of the Software to be presented as both parties mutually agree	TBD

- (a) Additional Training and Services. Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,500 per day for training after initial training, if any, is exhausted.
- (b) Ownership of Data. District shall retain ownership of all data in the Software.
9. Responsibilities of District. District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. License Fees Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

Products/ Services --Timeline/Dates

Product/Service	Time	Cost
Illuminate DnA with GradeCam, 2011-2012	Annual Fee \$4 per student 5,232 students	\$20,928
Training	3 days at \$1,500 per day	\$4,500
Illuminate DnA with GradeCam, 2012-2013	Annual Fee \$4 per student 5,232 students (Estimate, yearly based on CBEDS)	\$20,928
Illuminate DnA with GradeCam, 2013-2014	Annual Fee \$4 per student 5,232 students (Estimate, yearly based on CBEDS)	\$20,928

License fees shall be due and payable within 45 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes, which may arise.

14. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the

“defaulting party” shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

15. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)
16. Termination. Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within 90 days of the date of termination.
17. Proprietary Rights. District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District’s use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor (“Confidential Information”). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:
 - (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or
 - (b) is known to District without restriction as to further disclosure when received; or
 - (c) is independently developed by District as demonstrated by written records; or

- (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
 - (e) is disclosed to a third party pursuant to the authority of District hereunder; or
 - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.
18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.
19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.
21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and

conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.

22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Sierra Sands Unified School District
113 West Felspar Avenue
Ridgecrest, CA 93555

To Vendor: Lane Rankin, CEO
Illuminate Education, Inc.
60 Bunsen
Irvine, CA 92618

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated: **ILLUMINATE EDUCATION, INC.**

By: _____
Lane Rankin, CEO

Dated: **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

By: _____
Print: _____
Its: _____

EXHIBIT "A"

LOCATIONS LICENSE APPLIES

Sierra Sands Unified School District

Burroughs High School

Mesquite High School

James Monroe Middle School

Murray Middle School

Faller Elementary School

Gateway Elementary School

Inyokern Elementary School

Las Flores Elementary School

Pierce Elementary School

Rand Elementary School

Richmond Elementary School

EXHIBIT "B"**TASK LIST**

Date	Task
July 2011	Initial Implementation Meeting (Data conversion, Customizations)
July/August 2011	Data Conversion and Imports
August/September 2011	District begins using Illuminate DnA system

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Policy and Administrative Regulation 6146.3, Reciprocity of Academic Credit

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

CURRENT CONSIDERATIONS: There is increasing mobility in today's educational environment. Students are pursuing alternative schooling options, as well as concurrent enrollment opportunities in the private sector. In this changing environment we have come to recognize that not all schooling options maintain a similar level of rigor and adherence to California State Standards, nor are all schools accredited by Western Association of Schools and Colleges.

In an effort to maintain the integrity of our course of study and the proper maintenance of records and transcripts, it is essential that we further develop guidelines for reciprocity of academic credit. Consistent with our WASC accreditation, and our adherence to a standards-based instructional program, all students who graduate from Sierra Sands Unified School District should possess a diploma that reasonably reflects a similar course of study.

Board Policy 6146.3, Reciprocity of Academic Credit, is proposed for adoption and reflects current policy and guidance on the transfer of academic credits. This policy has been reviewed and approved by site administration and counseling staff.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that Board Policy 6146.3, Reciprocity of Academic Credit, be adopted as presented. Because this policy is reflective of current district practice it is appropriate to waive the second reading. Please note that the administrative regulations are presented for informational purposes only.

Reciprocity Of Academic Credit

To determine whether students transferring credits into the district have met district course requirements, the Superintendent or designee shall establish procedures to evaluate the comparability of courses and/or students' understanding of course content. Such procedures shall include methods for determining the number of years of school attendance, the specific courses completed by the student and the value of credits earned.

(cf. 5111 - Admission)

(cf. 5117 - Interdistrict Attendance)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6162.5 - Student Assessment)

The district shall accept for credit full or partial coursework satisfactorily completed by students while attending a public school, a juvenile court school or nonpublic nonsectarian school or agency. (Education Code 48645.5)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

Pending evaluation of the transferring student's academic performance, the student shall be placed at the grade level reached prior to enrollment in the district. Within 30 days of enrollment, the principal or designee shall complete the evaluation and determine the student's appropriate grade placement.

Legal Reference:**EDUCATION CODE**

35160 Authority of governing boards

35160.1 Broad authority of school districts

47612.5 Charter schools operations, general requirements

48011 Admission from kindergarten or other school

48645.5 Coursework completed in public school, juvenile court school or nonpublic nonsectarian school

Reciprocity Of Academic Credit

Legal Reference: (Continued)

51225.3 Requirements for graduation

51228 Minimum curriculum standards

60605 Academic content and performance standards; assessments

60641-60649 Standardized Testing and Reporting Program

64001 Single plan for student achievement

POLICY

Adopted: July 14, 2011

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
RIDGECREST, CALIFORNIA**

Reciprocity Of Academic Credit

Definitions

An "accredited" school is one that has received accreditation by the Western Association of Schools and Colleges (WASC) or other statewide or regional commissions or, in the case of a school outside California, by the equivalent governmental or other regional accrediting agency in that jurisdiction.

Transfers from Accredited Schools

Students transferring credits into the district from an accredited school shall receive full academic credit for previously completed courses when the sending district verifies that the student has satisfactorily completed those courses.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

Transfers from Non-Accredited Schools

When a student transfers credits from any non-accredited private, public, alternative, home or charter school, academic credit shall be subject to approval by the principal or designee at the enrolling school. Credits transferred from these schools shall be fully accepted when there is evidence that the course work completed is equivalent to similar courses offered in this district.

(cf. 0420.4 - Charter Schools)

(cf. 6181 - Alternative Schools/Programs of Choice)

The principal or designee at the enrolling school shall be responsible for determining which of the student's credits are equivalent to district requirements. Guidelines for determining equivalency shall be developed by representative certificated staff familiar with the district's academic standards and graduation requirements.

Students in grades K through 8 who transfer into the district without proof of having met the grade level proficiency standards in reading, mathematics and writing must take the appropriate standardized tests of these basic skills to facilitate proper placement.

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6162.5 - Student Assessment)

Reciprocity Of Academic Credit (continued)

In determining equivalency, the principal and/or designated certificated staff representative may consider one or more of the following:

1. A review of the description of academic content and time requirements of the course work completed by the student compared to academic content and time requirements at the enrolling school
2. An examination of the student's portfolio of work, papers, completed projects, graded tests or other documents demonstrating the student's level of skill and knowledge

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6146.11 - Alternative Credits Toward Graduation)

3. An opportunity for the student to demonstrate skill by his/her performance on appropriate course-challenging examinations, comprehensive final examinations and/or other culminating exercises used at the enrolling school

(cf. 6155 - Challenging Courses by Examination)

4. Verification by teacher observation, once the student has been placed in a course, that the student has reached a level of preparation consistent with his/her placement in that course

REGULATION

Approved: July 14, 2011

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

Corrine Gryting
English/Spanish – Murray
Request 2nd year leave of absence
2011-2012 school year

Arwen Kyte
1st/2nd Combination – Richmond
Request leave of absence
2011-12 school year

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Patricia Valentine
1.58 Noon Duty Supervisor – Las Flores
Effective 06-10-11

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Lauren Alonge
5 ½ hr. Paraprofessional – Gateway
Effective 08-22-11

Barbara Ingle
8 hr. Account Clerk III – Business Office
Effective 07-11-11

Lynda Kelley
8 hr. Library Specialist – Murray
Effective 08-15-11

Ivy Kubin
5 ½ hr. Paraprofessional – Richmond
Effective 08-22-11

Barbara Luke
8 hr. Custodian – Burroughs
Effective 06-22-11

Charisse MacGregor
6 hr. Library Specialist – Faller
Effective 08-15-11

Diane Maidment
8 hr. Utility Clerk – Rand
Effective 08-22-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Cont.)

Sharon McKeown
5 ½ hr. Paraprofessional – Burroughs
Effective 08-22-11

Lisa Piepmeier
6 hr. Paraprofessional - Gateway
Effective 08-22-11

Yoan Ponce
8 hr. Custodian – Burroughs
Effective 07-06-11

Melissa Roark
4 hr. Paraprofessional/Student Supervisor – Murray
Effective 08-22-11

Brandy Salinas
5 ½ hr. Paraprofessional – Richmond
Effective 08-22-11

James Trigg
5 ½ hr. Paraprofessional – Burroughs
Effective 08-22-11

Mallory Vann
5 ½ hr. Paraprofessional – Richmond
Effective 08-22-11

Connie Williams
6 hr. Library Specialist – Richmond
Effective 08-15-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNELN (continued)

8.24 CHANGE OF STATUS

Lina Bartels

From: 1 ¾ hr. Noon Duty Supervisor – Pierce

To: 6 hr. Library Specialist – Pierce

Effective 08-15-11

Amanda Brannon

From: 7 ½ hr. Clerk II – Richmond

To: 8 hr. Account Clerk III – Business Office

Effective 07-01-11

Karen Cott

From: 8 hr. School Office Manager – Mesquite

To: 8 hr. Administrative Secretary II-Confidential – Business office

Effective 07-01-11

Cathleen Della Santina

From: 1 ¾ hr. Noon Duty Supervisor – Faller

To: 5 ½ hr. Paraprofessional – Faller

Effective 08-22-11

Johnny Haw

From: 8 hr. Custodian – Murray

To: 8 hr. Head Custodian – Murray

Effective 06-13-11

April Holly

From: 2 ¼ hr Noon Duty Supervisor – Pierce

To: 5 ½ hr. Paraprofessional – Las Flores

Effective 08-22-11

Lois McCarthy

From: 8 hr. Account Clerk III – Business Office

To: 8 hr. Buyer – Business Office

Effective 07-01-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Cont.)

Kelly Mendenhall
From: 5 ½ hr. Paraprofessional – Gateway
To: 5 ½ hr. Paraprofessional – Richmond
Effective 07-01-11

Diane Naslund
From: Administrative Secretary II, Confidential – Business Office
To: Payroll Technician, Confidential – Business Office
Effective 07-01-11

Ruth Phillips
From: 8 hr. Utility Clerk – Rand
To: 5 ½ hr. Paraprofessional – Richmond
And: 2 hr. Custodian – Richmond
Effective 07-01-11

Tabitha Quintana
From: 5 ½ hr. Paraprofessional – SELPA
To: 5 hr. Computer Paraprofessional – Richmond
Effective 07-01-11

Erin Riggs
From: 5 ½ hr. Paraprofessional – Murray
To: 8 hr. Custodian – Murray
Effective 06-22-11

Alicia Ruiz Smith
From: 1 Year Leave of Absence
To: 5 ½ hr. Paraprofessional – Richmond
Effective 08-22-11

SIERRA SANDS UNIFIED SCHOOL DISTRICT

8. PERSONNEL ADMINISTRATION

8.3 Ratification of Tentative Agreement between Chapter 188 of the California School Employees Association, and the Board of Education for a Successor Agreement for 2011-2012.

BACKGROUND INFORMATION: The current contract between Chapter 188 of the California School Employees Association and the Board of Education ends on June 30, 2011. Chapter 188 of the California School Employees Association and the District negotiating teams met multiple times and have reached a tentative agreement for a successor agreement for 2011-2012.

CURRENT CONSIDERATIONS: CSEA and the District reached a tentative agreement regarding contract language changes and proposals. This agreement is presented to the board for ratification. A copy of the agreement is attached under Item 4.1, Public Hearing along with the AB 1200 Financial Implication.

FINANCIAL IMPLICATIONS: Please refer to the AB 1200 documentation enclosed in the packet under Item 4.1, Public Hearing.

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education for a successor agreement for 2011-2012, as presented.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following donations have been received: Gino LaMarca donated \$1,000 for scholarships to Mesquite High School; Delta Kappa Gamma donated \$100 to Mesquite High School; and Michael Kennedy donated toys valued at \$200 for use at the Gateway preschool autism class.

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

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

9. GENERAL ADMINISTRATION

9.2 Appointment of Student Member to the Board of Education for the 2011-12 School Year

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited from both Burroughs High School and Mesquite High School to serve as student member of the Board of Education for the 2011-12 school year. Qualifying candidates were considered by the Associated Student Body (ASB) of Burroughs High School. The ASB has submitted the name of Leah Ostermann.

CURRENT CONSIDERATIONS: Leah Ostermann is a sophomore at Burroughs High School. Academically, Leah maintains a 3.5 GPA and takes honors classes. Leah is very involved in school, as she participates in the band, soccer, and track and field.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education appoint Leah Ostermann as the student member of the board for the 2011-12 school year.

9. GENERAL ADMINISTRATION

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

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

This procedure is intended to address all of the following:

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

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

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between April 1, 2011 and June 31, 2011 in any of the designated areas.

FINANCIAL CONSIDERATON: None.

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Sierra Sands Unified School District

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

Quarterly Report Submission Date:
(check one)

- ☐ April 1, 2012 (for period Jan 1 - Mar 31)
☒ July 1, 2011 (for period Apr 1 - Jun 30)
☐ Oct 1, 2011 (for period Jul 1 – Sep 30)
☐ Jan 1, 2012 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: July 14, 2011

Please check the box that applies:

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

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

Joanna Rummer

Print Name of District Superintendent

Signature of District Superintendent

10. CONSTRUCTION ADMINISTRATION

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

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

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

FINANCIAL IMPLICATIONS: None

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

10. CONSTRUCTION ADMINISTRATION

10.2 Award of Contract to Abateco to Perform Hazardous Material Abatement at Las Flores Elementary School as Required to Provide for the Siemens HVAC Seismic Retrofit

BACKGROUND INFORMATION: Siemens Buildings Technologies and their sub-contractors replaced the evaporative cooling systems on the classroom wings at Las Flores Elementary School with dual pack HVAC systems. This work was done without the approval of the Division of the State Architect (DSA) and now must be replaced prior to occupying the classrooms.

CURRENT CONSIDERATIONS: In order to accommodate the Siemens HVAC seismic retrofit work at Las Flores Elementary School, the classroom building floor tile and mastic must be abated prior to saw cutting the floors to allow for the installation of up-graded footings. Likewise, the ceilings in the multipurpose room having had asbestos containing material applied to the surface must be abated.

On June 16, 2011, the district issued RFP-212-001 to eight qualified bidders from the district vendor list. A mandatory job walk was conducted on June 22, 2011. One potential bidder attended. On June 30, 2011, one bid was submitted to the district for this project by Abateco in the amount of \$89,900.00.

FINANCIAL IMPLICATIONS: The bid amount of \$89,900 is consistent with a pre-RFP estimate of the value of the work of \$80,630.50 as estimated by CF Environmental, author of the site environmental report and scope of work for the RFP.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board award a contract to Abateco in the amount of \$89,900.00 to perform hazardous material abatement at Las Flores Elementary School to provide for the Siemens HVAC seismic retrofit.

12. CONSENT CALENDAR

12.1 Approval of Bilingual Assessor Waiver Request

BACKGROUND INFORMATION: The California English Language Development Test (CELDT) is the instrument for assessing listening, speaking, reading, and writing skills of children in California for whom English is not the primary language. In addition to the CELDT, *EC* Section 52164.1(c) requires an assessment of the student's primary language proficiency "...including speaking, comprehension, reading, and writing, to the extent assessment instruments are available."

EC 52164.1(c) describes the qualifications of the assessor. "The assessments shall be conducted by persons who speak and understand English and the primary language of the pupils assessed, who are adequately trained and prepared to evaluate cultural and ethnic factors, and who shall follow procedures formulated by the superintendent to determine which pupils are pupils of limited English proficiency, as defined in subdivision (m) of Section 52163." Education code allows for an administrative waiver when specified conditions are met. The superintendent may waive the requirement that the assessment be conducted by persons who can speak and understand the pupil's primary language where the primary language is spoken by a small number of pupils and the district certifies that it is unable to comply.

CURRENT CONSIDERATIONS: Sierra Sands has staff to assess when the primary language of a student is Spanish. However more than 30 other native tongue languages currently exist in the district with over 100 students enrolled in our district within the last 12 months who were born in a variety of different countries. When there are small numbers and varied populations of English Learners, and bilingual staff is unavailable to complete the testing, an administrative waiver for a bilingual assessor in these other languages is requested. This procedure is routine and a common practice statewide. When possible, a bilingual tester or other community and family resources are utilized to assess primary language proficiency.

The District English Learner Advisory Committee (DELAC) met on June 14, 2011 to review and discuss the waiver. No objections were stated and the Committee agreed to submit the request for a waiver to the Board for review and approval.

FINANCIAL IMPLICATIONS: There are no financial implications to this action.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the Bilingual Assessor Waiver Request Form as presented.

BILINGUAL ASSESSOR WAIVER REQUEST FORM

CD Code	1	5	7	3	7	4	2	LEA Sierra Sands Unified
Contact person (recipient of CDE notice) Laura Hickle								Telephone (760) 499-1642

Mail signed original to:

California Department of Education
Language Policy and Leadership Office
1430 N Street, Suite 4401
Sacramento, CA 95814-5901
FAX: (916) 319-0138

Questions: (916) 319-0845

Bilingual Assessor - Education Code Section 52164.1

The Superintendent may waive the requirement that the assessment be conducted by persons who can speak and understand the pupil's primary language where the primary language is spoken by a small number of pupils and the district certifies that it is unable to comply.

Part 1. Desired Outcome/Rationale.

Please complete the *Supplement for Waiver of Bilingual Assessor* on the reverse side of this form.

Part 2. District English Learner Advisory Committee (DELAC). The DELAC, if required as stated in the instructions, should review this waiver.

Date the DELAC reviewed the request: 6 / 14 / 11

☐

If objections, please summarize below.

DELAC Certification: *I certify that the District English Learner Advisory Committee was consulted on this request. The DELAC was unable to assist in locating enough appropriate individuals to conduct the assessment of language skills for languages which are the subject of this waiver request.*

DELAC Chairperson Signature

Part 3. Effective period of request:

7 / 1 / 11 to 6 / 30 / 12

Part 4. Local board approval date: 7 / 14 / 11

Part 5. District certification:

I certify that the information provided on this waiver and its attachments is correct and complete and that all applicable state statutes and regulations will be observed.

Signature (Superintendent or designee)

Superintendent _____ / _____ / _____
Title Date

(Please complete supplement on page two)

For California Department of Education Use Only

Scheduled for:
ADMINISTRATIVE ACTION

Waiver #:

General Criteria: ☐ Met ☐ Not Met: 1 2 3 4

Dept. recommendation: ☐ Approve

☐ Deny

☐ Other: _____

Staff

Date

Unit Manager

Date

Division Director

Date

CDS code:

1	5	7	3	7	4	2
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LEA:

Sierra Sands Unified School District

Supplement for Waiver of Bilingual Assessor

EC Sections 62002 and former 52164

At a minimum, **informal** diagnosis of all languages is required, even when no bilingual assessors are available. For more information on this subject, contact the Language Policy and Leadership Unit at (916) 319-0845.



Check here if your request is for a language **NOT** listed below but reported on the most recent School Level R30-Language Census (LC) Reports. Continue with this form **ONLY** if you are also seeking a waiver for one or more languages listed below.

Enter **ONLY** the number of English learner (EL) students that need a waiver for those language groups listed below, and for which there are insufficient assessors. The number should reflect the number of students for whom an initial identification of language proficiency assessment was required, not the number reported on the R-30-LC Report. For languages that do not need a waiver, leave blank.

<u> 1 </u> Arabic	<u> </u> Farsi	<u> </u> Hmong	<u> </u> Lao	<u> </u> Portuguese	<u> </u> Spanish
<u> </u> Armenian	<u> </u> French	<u> </u> Italian	<u> 1 </u> Mandarin	<u> </u> Punjabi	<u> 1 </u> Vietnamese
<u> </u> Cambodian	<u> </u> German	<u> 1 </u> Japanese	<u> </u> Mien	<u> </u> Russian	
<u> 1 </u> Cantonese	<u> </u> Hindi	<u> 2 </u> Korean	<u> 3 </u> Pilipino/Tagalog	<u> 1 </u> Samoan	

For each language identified above, with more than ten EL students, describe the district's specific efforts to secure bilingual assessors. Example: types and results of community searches, contact with neighboring districts, postings, and notices in a local newspaper, etc.

Not applicable

12. CONSENT CALENDAR

12.2 Agreement with the City of Ridgecrest for Onsite Police Services for the 2011-12 School Year

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

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

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

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the agreement with the City of Ridgecrest to provide onsite police services for the 2011-2012 school year as presented.

AGREEMENT

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

7. THIS AGREEMENT shall be effective September 1, 2011, and remain in full force and effect, according to the terms of the original AGREEMENT, for a 12-month period ending August 31, 2012. Either party may terminate this AGREEMENT prior to August 31, 2012, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

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

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

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

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

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

FOR THE CITY OF RIDGECREST

Ron Carter, Mayor

Kurt Wilson, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Tom Pearl, Board President

Joanna Rummer, Superintendent

12. CONSENT CALENDAR

12.3 Approval for Burroughs High School Band, Choir, and Orchestra to Attend an Out of State Festival in Arizona, March 19-23, 2012. (Spring Break)

BACKGROUND INFORMATION: Board approval is required when students travel out of the state on school activities.

CURRENT CONSIDERATIONS: The Burroughs High School Band, Choir, and Orchestra would like to attend an out of state festival in Arizona, March 19-23, during their spring break 2012. Tentative locations while in Arizona include Northern Arizona University, the Grand Canyon (all day Wednesday activity) and Chinle High School in Chinle, Arizona. The proposed activities include performing for the Chinle High School students on Tuesday, touring the Grand Canyon Wednesday, participating in a class taught by NAU music teachers on Thursday and being entertained at the Black Barts Steakhouse near NAU that evening before returning home the next day. Choir and Orchestra have a similar itinerary with the exception of Tuesday, they are tentatively scheduled for Tuba City instead of Chinle.

FINANCIAL IMPLICATIONS: All transportation, lodging, Grand Canyon excursion and other considerations will be paid for by BHS Music Boosters with no cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the travel for the Band, Choir, and Orchestra to attend the out of state festival in Arizona during spring break, March 19-23, 2012.

12. CONSENT CALENDAR

12.4 Approval of Contract with Breakaway Consulting

BACKGROUND INFORMATION: The No Child Left Behind Act of 2001 places major emphasis upon teacher quality as a factor in improving student achievement. The purpose of Title I and Title IIA programs is to increase the academic achievement of all students by helping schools and districts (1) improve teacher and principal quality through professional development and other activities and (2) ensure all teachers are highly qualified.

CURRENT CONSIDERATIONS: State and federal assessment results are continually reviewed to determine areas of strength and areas of focus at individual schools sites and district wide. Comprehensive implementation of district programs is key in order to continue our academic growth towards meeting ever-increasing federal and state performance goals. Effective implementation of these programs requires quality staff development and sustained support to fully implement and monitor effectiveness. Breakaway Consulting, an educational service owned and operated by Judy Tanaka, a retired principal, provides high quality, intensive, and sustained staff development and teacher support to fully implement the Step Up To Writing curriculum/program. On-going assessment and evaluation, teacher training and coaching, and coordination of intervention services that address identified areas of need will be the focus of this service contract.

FINANCIAL IMPLICATIONS: The total cost of the program includes 50 hours of staff development, coaching and modeling best practices, assessment analysis and evaluation, and coordination of program intervention in an amount not to exceed \$5,000. The cost will be covered through federal categorical funding.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Breakaway Consulting for staff development services for the 2011-12 school year.



Sierra Sands Unified School District
113 W. Felspar Avenue
Ridgecrest, CA 93555-3520

CONTRACT FOR PROFESSIONAL SERVICES

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

1. Contractor shall provide the following professional services and all materials: Up to 50 hours of Step Up to Writing training/coaching.
2. Contractor shall complete all services no later than June 30, 2012.
3. Contractor agrees to hold District harmless for any loss, damage or injury arising from the performance of service.
4. District shall compensate the Contractor the total sum of \$ 100/hour – maximum for services = \$5,000 for all services rendered.
5. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.

AGREED BY CONTRACTOR

Authorized Signature

Date: _____

Breakaway Consulting

Company Name

1219 N. Mayflower Circle

Street Address

Ridgecrest, CA 93555

City/State/Zip

Social Security Number Or Employer Identification Number

AGREED BY DISTRICT

Authorized Signature

Date: _____

01-4035-0-5100.00-0-1110-1000-601-00-000-0000

Budget to be Charged

61132

Requisition No.

12. CONSENT CALENDAR

12.5 Approval of a Revision to the Consolidated Application for Funding Categorical Programs, Part I, 2011-2012 School Year

BACKGROUND INFORMATION: The Consolidated Application Part I is the vehicle through which the district requests funding for selected programs, including Title III Sub-grant programs (LEP and Immigrant). LEAs that experienced a 2 percent or greater growth in the enrollment of eligible immigrant students in March 2011 as compared to the average of the eligible immigrant enrollments of 2009 and 2010 are eligible to apply for Title III Immigrant Education funding.

CURRENT CONSIDERATIONS: The board approved the Consolidated Application, Part 1, 2011-2012 on June 16, 2011. After consultation with the California Department of Education it was determined that the district is eligible to apply for Title III Immigrant Education Program funding. Revisions are needed on pages 2 and 23 of the Consolidated Application.

Title III - Immigrant Education Program funds are to be specifically targeted to eligible immigrant students and their families through the provision of supplementary programs and services for the underlying purpose of assuring that these students meet the same challenging grade level and graduation standards as mainstream students. The purpose of the Title III - Immigrant Education Program is to pay for enhanced instructional opportunities to immigrant students and their families. These activities fit well with current district activities and goals. LEAs may choose from activities authorized by Title III such as:

- Family literacy, parent training, and community outreach
- Educational personnel, including teacher aides
- Tutorials, mentoring, and counseling
- Identification and acquisition of educational materials and technology
- Basic instructional services
- Other instructional services designed to assist immigrant students to achieve in elementary and secondary schools in the United States
- Activities coordinated with community-based organizations (CBOs), institutions of higher education (IHEs), or private sector entities that have expertise in working with immigrant students and their families

FINANCIAL IMPLICATIONS: Funding is anticipated to be \$12,500.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revisions on the Consolidated Application, thereby allowing participation in the Title III Immigrant Education program.

Participation in 2011-12 Consolidated Programs

California Department of Education

Consolidated Application

Purpose: To declare that the LEA is applying for specified categorical funds for the 2011-12 school year.		Agency: Sierra Sands Unified					
		CD code:	1	5	7	3	7
CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov		Note: Shaded areas (<input type="checkbox"/>) indicate Federal programs.					
1*	3010	3025		4035			
2*	Title I, Part A (Basic Grant) ESEA Sec.1111 et. seq.	Title I, Part D (Delinquent) ESEA Sec. 1401		Title II, Part A (Teacher Quality) ESEA Sec. 2101			
3*	YES	NO		YES			
1*	4201	4203					
2*	Title III, Part A (Immigrant) ESEA Sec. 3102	Title III, Part A (LEP Students) ESEA Sec. 3102		Title VI Subpart 1 REAP Flexibility ESEA Sec. 6211			
3*	YES	YES		NOT ELIGIBLE			
1*	5810	4126		7090, 7091			
2*	Title VI, Subpart 1 Small Rural School Achievement ESEA Sec. 6211	Title VI, Subpart 2 Rural and Low-Income Grant ESEA Sec. 6221		Economic Impact Aid EC 54000			
3*	NOT ELIGIBLE	NOT ELIGIBLE		YES			

* Rows within each type of program: 1. SACS Resource Code 2. Program Title 3. "Yes" if participating, "No" if not participating

2011-12 ConApp, Part I, page 2

Date: 07/05/2011

2011-12 Title III Immigrant Actual and Proposed Expenditure Report

California Department of Education

Consolidated Application

Purpose: To report Title III Immigrant funds expenditures for fiscal year (FY) 2009-10 and 2010-11 and proposed expenditures for FY 2011-12. Projected funding from the CDE Request for Applications Web page at:
<http://www.cde.ca.gov/fg/fo/r22/imm11rfa.asp>

Agency:
Sierra Sands Unified

CD Code: 1 | 5 | 7 | 3 | 7 | 4 | 2

CDE Contact: Jim Shields 916-319-0267 JShields@cde.ca.gov

☐ This page is not applicable because the LEA is not participating in Title III Immigrant funding.

Sub grantee Activities

Section 3115 (e)(1)	Object Code	Activities	2009-10	2010-11	2011-12
			Entitlement	Entitlement	Projected Entitlement
			0	0	12,500
(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional (opportunities for immigrant children and youth, which may include - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children; (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth; (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds; (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services; (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.	Object Code	Activities	Actual Expenditures	Actual Expenditures	Proposed Expenditures
			1000-1999	Certificated Personnel Salaries	\$ 0 \$ 7,000
			2000-2999	Classified Personnel Salaries	\$ 0 \$ 0
			3000-3999	Employee Benefits	\$ 0 \$ 784
			4000-4999	Books and Supplies	\$ 0 \$ 3,890
			5000-5999	Services & Other Operating Expenditures	\$ 0 \$ 0
				Administrative & Indirect Costs	\$ 0 \$ 826
			Total	\$ 0	\$ 0 \$ 12,500

12. CONSENT CALENDAR

12.6 Approval of Agreement with Atkinson, Andelson, Loya, Ruud and Romo for Legal Services Associated with Developer Fees, Modernization, and New Construction

BACKGROUND INFORMATION: The law firm of Atkinson, Andelson, Loya, Ruud & Romo are recognized leaders in California in the area of facilities and property acquisition and construction law. The district has had a very positive and beneficial working relationship with this firm since 2006.

CURRENT CONSIDERATIONS: The district continues to require legal services associated with its ongoing student facility needs. The district wishes to continue its relationship with Atkinson, Andelson, Loya, Ruud and Romo as it sees multiple benefits in obtaining council in the facilities arena from this law firm which is knowledgeable, consistent, and focused on the district's historical and future needs.

FINANCIAL IMPLICATIONS: The terms and conditions of the contract are set forth in the attached contract. The rates discussed in the contract are in recognition of the challenging economic times. Atkinson, Andelson, Loya, Ruud and Romo has again agreed to forgo a rate increase. Their rates remain the same as those of the last few years. The district and the firm continue to work together to utilize phone and email communication as much as possible in order to keep costs to a minimum. In consideration of the nature of the legal counsel provided by this firm, Fund 25 is the appropriate fund source for this expenditure.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with the law firm of Atkinson, Andelson, Loya, Ruud & Romo for legal services for our 2011-12 school year.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2011, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and SIERRA SANDS UNIFID SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2011, through June 30, 2012. For the period July 1, 2011, through June 30, 2012, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Forty Dollars (\$240.00) for Senior Partners, Two Hundred Thirty Dollars (\$230.00) for Partners, Two Hundred Twenty-Five Dollars (\$225.00) for Senior Associates, Two Hundred Ten Dollars (\$210.00) for Associates, One Hundred Fifty-Five Dollars (\$155.00) for Senior Paralegals, and One Hundred Fifty Dollars (\$150.00) for Paralegals. The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts

or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

V. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. DURATION

This Agreement shall be effective July 1, 2011, through June 30, 2012, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

VII. EXECUTION DATE

This Agreement is entered into this _____.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
TERRY T. TAO

“District”

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

12. CONSENT CALENDAR

12.7 Approval of Out of Country Travel for Burroughs High School Thespian Students to
Attend the International Fringe Festival in Edinburgh, Scotland

BACKGROUND INFORMATION: The Burroughs Thespian Troup #1683 has earned the distinct privilege of being invited to perform at the International Fringe Festival in Edinburgh, Scotland. After reaching eligibility through outstanding achievement at local, regional, then national competition, our Thespian Troupe # 1683 earned the invitation to compete internationally.

CURRENT CONSIDERATIONS: Utilizing the full services of American High School Theater Festivals, eight students currently enrolled and twelve students who graduated in June will be traveling from LAX on August 1, 2011 to London, England. Upon arrival in London, students will stay in the immediate area for three days. During these three days, students will attend workshops with actors and actresses from the Globe Theatre, and attend plays at the Globe as well as in a theater in London's West End. Following this experience, students will board a train to Scotland where they will conduct tech rehearsals, and prepare for their four performances at the International Fringe Festival.

In addition to the rigorous tech and performance schedule, the American High School Theater Festivals company will be arranging for some site seeing in and around Scotland. Additionally, students will attending other high school performances, as well as international shows taking place during the renowned festival.

There are seven adult chaperones, two of whom are BHS teachers, Ms. Kratz and Mrs. Gibbs. A specific reporting structure is in place, so that students know whom to directly report to. Students are fully medically insured through the travel company, and will be well supervised.

FINANCIAL CONSIDERATIONS: There will be no cost to the district for this travel. Community fundraisers and parent support are fully funding this travel experience.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve out of country travel for the Burroughs Thespian Troupe # 1683.

12. CONSENT CALENDAR

12.8 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in June, 2011 are submitted for approval. “A” warrants totaled \$2,221,787.60. “B” warrants totaled \$2,647,290.58

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

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

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,523,976.31
End of month classified	\$481,779.09
10th of month certificated	\$122,411.76
10th of month classified	\$93,620.44
Total "A" Warrants	\$2,221,787.60

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 255	\$710,614.49
Batch 256	\$68,801.35
Batch 257	\$51,069.68
Batch 258	\$35,181.50
Batch 259	\$73,969.42
Batch 260	Food Service
Batch 261	\$57,794.09
Batch 262	\$49,861.83
Batch 263	\$372,843.00
Batch 264	\$30,647.12
Batch 265	\$41,710.98
Batch 266	Food Service
Batch 267	\$452,637.49
Batch 268	\$339,317.00
Batch 269	\$74,053.00
Batch 270	\$53,810.10
Batch 271	\$2,600.20
Batch 272	Food Service
Batch 273	\$87,238.10
Batch 274 Final Batch	\$145,141.23
Total "B" Warrants	\$2,647,290.58

12. CONSENT CALENDAR

12.9 Approval of Recommendations for Expulsion, Expulsion Cases #23 1011, #24 1011, #25 1011, and #26 1011

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

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

Expulsion Case #23 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, however suspending the 2011-12 fall semester, allowing the student to enroll in January, 2012. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #24 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, however suspending the fall semester allowing the student to attend summer school and reapply to Burroughs under a behavior contract in August, 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #25 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, however suspending the fall semester allowing the student to attend summer school and reapply to Burroughs for admission under a behavior contract in August, 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #26 1011: As stated in the stipulated expulsion agreement, student is expelled for the remainder of the 2010-11 spring semester and the 2011-12 fall semester, allowing the student to apply to James Monroe for admission in January, 2012. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendations for expulsion, Expulsion Cases #23 1011, #24 1011, #25 1011, and #26 1011 as presented.