

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**August 18, 2011
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

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 meetings of July 14, 2011.
- 3. PROGRAMS AND PRESENTATIONS**
- 4. PUBLIC HEARING**
- 5. REPORTS AND COMMUNICATIONS**

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- First Day of School - August 22, 2011
- Learning Communities
- Leading the Learning

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 Review and Approval of Adult School Program Offerings for the 2011-12 School Year
- 6.2 Approval of Contract With Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

8.3 Presentation of Initial Contract Proposal for Reopeners for 2011-12 from the Desert Area Guidance Association to the Board of Education

8.4 Presentation of Initial Contract Proposal for Reopeners for 2011-12 from the Board of Education to the Desert Area Guidance Association

9. GENERAL ADMINISTRATION

- 9.1 Nominations for CSBA Director-at-Large (American Indian, Black, and County) to the California School Boards Association (CSBA) Board of Directors

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues
- 10.2 Approval of Contract with Earth Systems, Inc. to Provide Soils Engineering and Testing Services for the Sherman E. Burroughs High School Career and Technical Education (CTE) Building
- 10.3 Notice of Completion – Sherman E. Burroughs High School Infrastructure Modernization Phase I (DSA Application Number 112589, awarded to Barnhart, Balfour-Beatty in the amount of \$4,362,730)
- 10.4 Notices of Completion – Inyokern Elementary School Modernization Projects:
 - Comprehensive Campus Modernization – Phase II (DSA Application Number A03-111213, Contracted to Barnhart, Balfour-Beatty in the amount of \$4,294,375)
 - Infrastructure Modernization and Parking Lot Installation – Phase I (DSA Application Number A03-111571, Contracted to Barnhart, Balfour-Beatty in the amount of \$1,669,394)
 - Preschool Relocation (DSA Application Number A03-113335, Contracted to Barnhart, Balfour-Beatty in the amount of \$216,637)
 - Covered Walkway/Canopy – Siemens Seismic Retrofit (DSA Application Number A03-113499, Contracted to Barnhart, Balfour-Beatty in the amount of \$144,194)

11. BUSINESS ADMINISTRATION

- 11.1 Authorization to Extend the Lease of Existing Portable Classrooms
- 11.2 Authorization to Extend the Fencing on the Kindergarten/Preschool Play Area at Gateway Elementary School
- 11.3 Authorization to Purchase Two Portable Classroom Units

12. CONSENT CALENDAR

- 12.1 Approval of “A” and “B” Warrants
- 12.2 Authorization to Pay Conference Expenses for St. Ann School Employees
- 12.3 Adoption of Resolution #03 1112 Child Care and Development for 2011-12, State Preschool Program
- 12.4 Approval of Contract with Ester Sires to Serve as Workability I Director for the 2011-12 School Year

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 15, 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: July 14, 2011
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Rockwell, Scott
MEMBERS ABSENT: Pearl
STAFF PRESENT: Joanna Rummer, Superintendent

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

MOMENT OF SILENCE was observed.

Mr. Johnson reported that in closed session the board took action to unanimously accept the resignation of employee #3755.

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

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the following: Item 2.1 from the Special Concurrent Agenda will be heard after 4.1 Public Hearing, Item 3.1 from the Special Concurrent Agenda will be heard under Business Administration, Item 11.1, and the Inyo-Kern School Financing Authority Agenda will be heard following Item 3.1 of the Special Concurrent Agenda.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular, special, and special concurrent agenda were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

Mrs. Hope Fielder, Chairman of the Citizens' Oversight Committee for Measure "A" presented the board with the committee's annual update for July 1, 2009 through June 30, 2010, which included the results of the annual performance audit. Upon receipt of the audit in March 2011, the committee proceeded with preparing the annual report for presentation to the board, staff and community.

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

Acting President Johnson opened the public hearing at 7:05 p.m. and hearing no comments closed the public hearing at 7:06 p.m.

Item 2.1 from the Special Agenda was heard at this time.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

Mrs. Rummer reported to the board that we are still in declining enrollment. 88% of our transfers in the elementary level are to locations outside of our community while 12% are transfers within our community. For secondary students, 13% graduated, 42% transferred within our community, 38% transferred outside of our community and 7% are unknown.

5.4 Communications

5.5 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

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

Motion passed to approve the application for Title I school-wide program status for Las Flores Elementary School. COVERT/ROCKWELL

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

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

Motion passed to approve the contract with Data Management Services with Illuminate Education, Inc, for July 1, 2011 through June 30, 2014. DIETRICHSON/COVERT

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

7. POLICY DEVELOPMENT AND REVIEW

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

Following discussion, motion passed to approve Board Policy and Administrative Regulation 6146.3, Reciprocity of Academic Credit. ROCKWELL/SCOTT

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

ABSENT: Pearl

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 in Item 8.1 and 8.2.

DIETRICHSON/ROCKWELL

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

ABSENT: Pearl

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

Motion passed to ratify the Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education regarding a successor agreement for 2011-12. DIETRICHSON/COVERT

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

ABSENT: Pearl

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: 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. DIETRICHSON/COVERT

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

ABSENT: Pearl

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

Motion passed to approve the recommendation to appoint Leah Ostermann as the student member of the board for the 2011-12 school year. ROCKWELL/COVERT

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

ABSENT: Pearl

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

In compliance with California Education Code Section 35186 that requires all school districts to report summarized data quarterly on the nature and resolution of all complaints related to instructional materials, teacher vacancy and misassignment, condition of facilities, and service to students who did not pass the CAHSEE prior to the end of grade 12, no complaints were filed in any of the designated areas for the period of time covering April 1, 2011 to June 30, 2011. ROCKWELL/DIETRICHSON

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

ABSENT: Pearl

10. CONSTRUCTION ADMINISTRATION

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

Mr. Auld updated the board on the current status of the construction projects including Las Flores, Burroughs electrical and Burroughs Career Technical Education Building.

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

Motion passed to approve the contract with Abateco for hazardous material abatement at Las Flores Elementary School to provide for the Siemens HVAC seismic retrofit in the amount of \$89,900. DIETRICHSON/COVERT

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

ABSENT: Pearl

11. BUSINESS ADMINISTRATION

Item 3.1 on the special concurrent agenda was heard at this time.

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

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

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

ABSENT: Pearl

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:15 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: July 14, 2011
TIME OF MEETING: 6:40 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Rockwell, Scott
MEMBERS ABSENT: Pearl

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 One Case of
Employee Discipline/Dismissal/Release.

The board unanimously accepted the resignation of employee #3755

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

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: July 14, 2011
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Rockwell, Scott
MEMBERS ABSENT: Pearl

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. GENERAL ADMINISTRATION

2.1 The Board Will Consider Approval of Resolution #01 1112 and Discuss Further Action to Notify Legislators Regarding the Affect the Approved State Budget and Education Trailer Bills
Will Have on Sierra Sands Unified School District

Motion passed to approve the amended resolution calling for the repeal of AB114, Education Trailer Bill, and to send every legislator a copy of the approved resolution.
DIETRICHSON/COVERT

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

ABSENT: Pearl

3. BUSINESS ADMINISTRATION

3.1 Request Approval of Change of Lease Purchase Arrangement and Approval of Resolution
#02 1112 Regarding Personal Property Lease with an Option to Purchase Agreement

Motion passed to approve the change in lessor of the previously authorized lease purchase agreement from Bear Data Systems, Inc. to Cisco Capital/Key Government Finance, Inc. and approve Resolution #2 1112 Regarding Personal Property Lease with an Option to Purchase Agreement. SCOTT/DIETRICHSON

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

ABSENT: Pearl

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

6. EDUCATIONAL ADMINISTRATION

6.1 Review and Approval of Adult School Program Offerings for the 2011-12 School Year

BACKGROUND INFORMATION: The public agenda of a board meeting provides an opportunity for review and comment on the adult school course of study that is required annually by education code.

CURRENT CONSIDERATIONS: The courses listed below represent the adult school course of study for the 2011-12 school year. All courses have been approved by the California Department of Education as an Adult School course offering through the annual course approval process.

High School Subjects

English: CAHSEE, General Literature,
English 2, English 3, English Review
Geography
Modern World History
U.S. Government
U.S. History
Economics
Science
Fine Art: Mixed Media Art, Music,
Woodshop
Basic Algebra
CAHSEE Mathematics
Independent Study

English as a Second Language

ESL-Level 1
ESL-Level 2

FINANCIAL IMPLICATIONS: Adult Education is a Tier 3 program in the SBX3 4 Categorical Flexibility regulations. The district has flexibility to use Tier 3 funds for any “educational purpose” over a five-year period ending July 1, 2013. Funding for affected programs are based on 2007-08 funding levels rather than the factors used in the existing formulas (for example, funds for a program currently allocated based on enrollment will instead be allocated based on 2007-08 funding levels). The district is offering an Adult School program that operates within the new funding allocation. This has resulted in a reduction in course offerings. Courses currently being offered assist adults in meeting their high school graduation requirements and high school students seeking credit recovery.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board review and approve the Adult School Course of Study for the 2011-12 school year as presented.

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Contract With Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students

BACKGROUND INFORMATION: The Sierra Sands SELPA provides all required services to special education students within its boundaries, except for Mobility and Visually Impaired services for those students with vision disabilities. Qualified professionals are not available within the Sierra Sands SELPA so services are provided by Kern County Superintendent of Schools office.

CURRENT CONSIDERATIONS: Services are necessary for our students with vision disabilities. The contract for the 2011-2012 school year with the Kern County Superintendent's Office for mobility and visually impaired itinerant services requires board approval.

FINANCIAL IMPLICATIONS: The estimated cost of the services for the 2011-2012 school year is \$50,000. The appropriate funding source is the SELPA budget. There will be no cost to the general fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the contract with Kern County Superintendent of Schools for mobility and visually impaired itinerant services for special education students.

June 16, 2011

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

RE: SPECIAL ED SERVICES – VISION AND MOBILITY AND ORIENTATION

Dear Ms. Rummer:

Submitted for your signature are two (2) copies of the above referenced contracts/agreements.

- * Please sign or have the appropriate authorized person sign the enclosed agreement in blue ink.
- * Please complete all of the information on the signature page.
- * Keep one copy for your records.
- * Return **one (1) signed original** to the address below no later than **July 15, 2011**.

For questions or concern regarding these agreements, contact Tenny Morgan at (661) 636-4653.

PLEASE RETURN SIGNED ORIGINAL TO:
Kern County Superintendent of Schools
Attn: Michael Gumapac - Contracts
1300 17th Street - 6th Floor
Bakersfield, CA 93301-4533

Sincerely,

Christine Lizardi Frazier
Kern County Superintendent of Schools

Mary Simms, Director
Internal Business Services

CLF:MS: mcg
Enc.

1300 17th Street - CITY CENTRE, Bakersfield, CA 93301-4533

(661) 636-4000 • FAX (661) 636-4130 • TDD (661) 636-4800 • www.kern.org

OFFICE OF CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

KCSOS SERVICE PROVIDER AGREEMENT
(SPECIAL EDUCATION SERVICES – VISION AND MOBILITY AND ORIENTATION)

This Service Provider Agreement (Agreement) is between **THE KERN COUNTY SUPERINTENDENT OF SCHOOLS**, a California public education agency (Contractor) and the **SIERRA SANDS UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of California, as administrative agent for the Sierra Sands Special Education Local Plan Area (District).

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. District is in need of special education services consisting of vision and mobility and orientation services in order to provide services to its pupils with disabilities under applicable law. District does not employ qualified specialists in this area.
- B. Contractor employs qualified Vision and Mobility and Orientation Specialists and is willing to provide their services to District on the terms contained in this Agreement.
- C. This Agreement is intended to be the written agreement between the parties regarding to the services to be provided during the referenced Term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into the Agreement.
2. Term. The initial term of this Agreement shall be from **July 1, 2011** through **June 30, 2012**. The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year up to a maximum of three years total; provided, however that any party may terminate the Agreement after the initial one-year term upon thirty days written notice.
3. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

DISTRICT
SIERRA SANDS UNIFIED SCHOOL DIST

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By _____
Name: Joanna Rummer, Superintendent
Address: 113 Felspar Avenue
Ridgecrest, CA 93555

By Mary L. Simms
Name: Mary L. Simms, Director of Internal Business Svcs.
Address: 1300 17th Street, Bakersfield, CA 93301
Acct. Code: 02-400-6500-0-8689.00-5001-0000-00-0000-000

Date: _____

Date: 6/16/11

ADDITIONAL PROVISIONS OF THIS AGREEMENT

4. Price. Contractor shall furnish the services called for under this Agreement in exchange for payment in the amount set forth in Attachment A. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted on a monthly basis by the tenth day of the month following the month when the services were rendered. The invoices shall provide detail concerning the date(s) of service, the nature of the service, and any mileage for travel to and from the site(s) where the services will be performed.

5. Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns or invitees on the other party's premises.

In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage determined by a court of competent jurisdiction to be caused solely by the sole active negligence or by the willful misconduct of the other party, its officers, employees, trustees or agents.

6. Insurance Requirements. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-;V in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for any auto with combined single limits of liability of not less than \$1,000,000 per

occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

It is understood that each of the parties is self-insured as permitted by California law.

7. Status of Parties. The parties agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other. Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall determine the hours during which the service shall be performed and the sequence of tasks. Nothing in this Agreement shall prohibit Contractor from taking on other jobs or performing services for other entities, so long as Contractor can perform the work necessary to carry out this Agreement.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. As provided in section 2, after the initial one-year term.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules referred to which it refers, constitutes the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision.

H. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.

I. Compliance with Law. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

J. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of a party shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

K. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

L. Licenses and Permits. Contractor represents that Contractor, and Contractor's employees who will render services under this Agreement, are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.

M. Confidentiality. Contractor shall at all times protect the confidentiality of all matters for which Contractor provides service or to which Contractor has access under this Agreement, including, but not limited to, any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena or other valid legal process.

N. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code section 45122.1. Contractor shall contract with the Department of Justice for a subsequent arrest service and shall immediately inform District, and remove from District's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been convicted of a felony defined in Education Code section 45122.1. Contractor's employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence.

ATTACHMENT A
SCOPE OF SERVICES AND PAYMENT
(Special Education Services – Vision and Mobility and Orientation)

1. Scope of Services.

Contractor shall make available the services of a qualified Vision Specialist and a qualified Mobility and Orientation Specialist during the term of this Agreement as required by District to serve to its students and students of school districts it serves. These services are of a highly specialized nature, and the necessary knowledge, experience and ability are currently not available through District's own employees. The services provided shall include, but are not limited to, the following:

- Providing vision/mobility and orientation services (as applicable), to students designated by District, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services;
- Participation in IEP meetings for the students served, drafting appropriate goals and objectives relating to vision/mobility and orientation services, as applicable, and implementation and monitoring of goals and objectives;
- Preparation of all customary documentation and reports required by District;
and
- Collaboration with teachers, administrators, and other persons providing services to the students served.

Contractor understands the importance and legal necessity for (1) the provision of services in accordance with any schedule or frequency contained in the provisions of the IEP, and (2) the presence of the vision and mobility and orientation specialists at IEP meetings for students for whom Contractor has provided services.

Contractor warrants that any personnel whose services it furnishes under this Agreement shall be properly licensed or credentialed in California to perform the applicable services in a school setting.

Requests from District for service will be made in writing to Contractor, with as much advance notice as possible. For fiscal year this Agreement is in effect, District shall provide Contractor with an estimate of the number of hours of vision and mobility and orientation services which it will require for the coming fiscal year.

If in the professional judgment of District's Administration, a specialist's assigned by Contractor is incompetent, negligent, has engaged in misconduct, or is unable to work on a

collaborative basis with other personnel, District may require therapist to leave District's premises, and shall inform Contractor of this action immediately. District's obligation to compensate Contractor for such specialist's services shall be limited to the services actually and properly performed by such therapist up to the time the specialist was directed to leave the premises.

While providing services at District, Contractor's specialists shall comply with all provisions of any applicable licensing or credentialing law or regulation under which he or she is qualified and with facility policies adopted by District to protect the health and welfare of students. District shall provide orientation for the specialists during which general policies and procedures as well as special requirements and procedures of District related to the rendering of the services in District's facilities will be explained.

2. Payment.

District shall pay Contractor for services rendered under this Agreement at the rate of \$482.68 per day for the Vision Specialist, and \$569.01 per day for the Mobility and Orientation Specialist. A day shall be defined as at least seven hours of service per person, including travel to and from the site from Bakersfield. (Where less than seven hours' services are provided, District shall pay based on hours of service rendered including travel at the rate of \$67.30 per hour for vision services or \$80.87 for mobility and orientation services). In addition, District shall pay Contractor the sum of \$140 for each trip to District's site to cover mileage and travel expenses; if the services of both the Vision and Mobility and Orientation Specialist are provided during the same time frame such that they can travel to District's site together, only a single \$140 charge shall be made.

Contractor reserves the right to increase the price for the services after the expiration of the initial term of the Agreement upon 30 days written notice to District; provided that District would have the right to terminate the Agreement on 30 days' written notice as provided in section 2.

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***

Kelly Heil
Social Science – BHS
Effective 8-1-11

Suellen Jackson
ROP Retail Marketing – Burroughs
Effective 8-1-11

Wendell Keith Moorman
Physical Education – Burroughs
Effective 7-30-11

8.12 LEAVE OF ABSENCE

Sarah Reid-Brimlow
SDC – Richmond
Request 2nd year leave of absence
2011-2012 school year

Lorie Mendes
RSP – Las Flores
Request leave of absence
2011-2012 school year

Bethany Smosna
SDC – Burroughs
Request leave of absence
2011-2012 school year

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT

Corrine Bodnar
Itinerant Elementary Counselor
Effective 8-16-11

John Faber
Science - BHS
Effective 8-19-11

Stephanie Hawkins
English – BHS
Effective 8-19-11

Margaret Holm
4/5 Combination – Faller
Effective 8-19-11

Mary Hann
Special Day Class – Richmond
Effective 8-19-11

Andrew Mabey
Physical Education – BHS
Effective 8-19-11

Cody Pearce
Physical Education – BHS
Effective 8-19-11

Spencer Richards
Resource Specialist – BHS
Effective 8-19-11

Patricia Ricks
1st Grade – Faller
Effective 8-19-11

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Kristine Schiavone
Speech Services – SELPA
Effective 8-19-11

Amy Self
Special Day Class – Richmond
Effective 8-19-11

Substitute Teachers for 11-12 year

Jessica Anderson
Bethany Condon
Rachel Ghilardi
William Gilmartin
Yesenia Goins
Suellen Jackson
Susan McDonald
Travis McKinney

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Sharon Connor
8 hr. Clerk II – Las Flores
Effective 08-15-11

Susan Diffenbaugh
3 ½ hr. Food Service Assistant II – Vieweg
And
3 hr. Food Service Assistant I – Burroughs
Effective 08-09-11

Adam Larroque*
5 ½ hr. Paraprofessional – James Monroe
And
2 ¼ hr. Transportation Monitor – Transportation
Effective 07-25-11

Tabitha Quintana
5 hr. Computer Paraprofessional – Richmond
Effective 07-28-11

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Clysta Acosta
5 hr. Paraprofessional, Computer – Richmond
Effective 08-15-11

Carolyn Applequist
Add: ½ hr. Noon Duty Supervisor – Pierce
Effective 08-22-11

Rachel Babbitt
3 ½ hr. Food Service Assistant I – Richmond
Effective 08-22-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Leslie Banks
8 hr. School Office Manager – Mesquite
Effective 08-04-11

Deborah Cartafalsa
5 ½ hr. Paraprofessional – SELPA
Effective 08-22-11

Kelsey Cole
1 ½ hr. Noon Duty Supervisor – Inyokern
And
½ hr. Noon Duty Supervisor A.M. – Inyokern
Effective 08-22-11

Manuel Fierro
1 ¾ hr. Noon Duty Supervisor - Faller
Effective 08-22-11

Teresa Martinez
5 ½ hr. Paraprofessional – Murray
Effective 08-22-11

Maria Mondragon
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 08-22-11

Randy Porter
5 ½ hr. Paraprofessional – Murray
Effective 08-22-11

Joseph Powell
5 ½ hr. Paraprofessional – Murray
Effective 08-22-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Kristy Zielke
2 ¼ hr. Noon Duty Supervisor – Richmond
Effective 08-22-11

Alexis Wickliff
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 08-22-11

Student Food Service Workers for the 2011-2012 School Year

Student Workability Workers for the 2011-2012 School Year

Classified Substitutes
Patricia Bell
Catherine Benson
Sue Clodt
Vicki DeMille
Maranda Hartt
Penny Hilts
Betty Mintz-Jones
Fawn Martinez
Bonnie Mayhugh
Melissa McCormick

8.24 CHANGE OF STATUS

Lindsay Johnson
From: 5 ½ hr. Paraprofessional – James Monroe
To: 8 hr. Clerk II – Las Flores
Effective 08-22-11

Tamara McKenzie
From: 3 hr. Assessment/Remediation Instructional Aide – Mesquite
To: 8 hr. Assessment/Remediation Instructional Aide – Mesquite
Effective 08-22-11

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Leann Moell

Add: .25 a.m. Noon Duty Supervisor – Las Flores
Effective 08-22-11

Carrie Reed

From: 5 ½ hr. Paraprofessional – Murray
To: 7 ½ hr. Clerk II – Richmond
Effective 08-22-11

8. PERSONNEL ADMINISTRATION

8.3 Presentation of Initial Contract Proposal for Reopeners for 2011-12 from the Desert Area Guidance Association (DAGA) to the Board of Education

BACKGROUND INFORMATION: The current contract between the Desert Area Guidance Association (DAGA) and the Board of Education provides that both parties may reopen up to three agreement articles for 2011-12.

CURRENT CONSIDERATIONS: The Desert Area Guidance Association will submit its initial contract proposal for reopeners for 2011-12 to the Board of Education at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: Receive the initial contract proposal for reopeners from the Desert Area Guidance Association (DAGA) and set the next regular meeting date as the date for the public hearing on the proposal.

8. PERSONNEL ADMINISTRATION

8.4 Presentation of Initial Contract Proposal for Reopeners for 2011-12 from the Board of Education to the Desert Area Guidance Association (DAGA)

BACKGROUND INFORMATION: The current contract between the Desert Area Guidance Association (DAGA) and the Board of Education provides that both parties may reopen up to three agreement articles for 2011-12.

CURRENT CONSIDERATIONS: The Board of Education will submit its initial contract proposal for reopeners for 2011-12 at the meeting to the Desert Area Guidance Association. (DAGA)

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education present the initial contract proposal for reopeners for 2011-12 to the Desert Area Guidance Association and set the next regular meeting date as the date for the public hearing on the proposal.

9. GENERAL ADMINISTRATION

9.1 Nominations for CSBA Director-at-Large (American Indian, Black, and County) to the California School Boards Association (CSBA) Board of Directors

BACKGROUND INFORMATION: The CSBA Board of Directors is comprised of 21 regional directors as well as the officers of the association, any officer or director of the National School Boards Association who resides in California, and the president of the California County Boards of Education. In addition, there are five directors-at-large. The directors, along with the officers and members of the Delegate Assembly, are a vital link in the association's governance structure ensuring that the association continues to effectively carry out its mission.

CURRENT CONSIDERATIONS: Nominations for three CSBA Directors-at-Large, American Indian, Black, and County - will be accepted until September 30, 2011. Any CSBA member board is eligible to nominate board members for any of these Director-at-Large seats. All nominees must serve on a CSBA member board and each nominating board must certify that the nominee has consented to be nominated at the time of nomination. The election for these two-year seats will take place during the Delegate Assembly meeting in San Diego in December. The current Director at Large, American Indian, is D. Shelly Yarbrough of Val Verde Unified School District. The Director-at-Large, Black, is Emma Turner of La Mesa-Spring Valley School District, and the Director-at-Large County, is Sara Wilkins of Madera County Office of Education.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The board may if it wishes nominate candidates for the offices of CSBA Director-at-Large, American Indian, Black, and County.

10. CONSTRUCTION ADMINISTRATION

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

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

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

FINANCIAL IMPLICATIONS: None

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

10. CONSTRUCTION ADMINISTRATION

10.2 Approval of Contract with Earth Systems, Inc. to Provide Soils Engineering and Testing Services for the Sherman E. Burroughs High School Career and Technical Education (CTE) Building

BACKGROUND INFORMATION: The Division of the State Architect (DSA) requires soils engineering and testing on all DSA projects.

CURRENT CONSIDERATIONS: The district previously contracted with Earth Systems to provide this service. The previous contract has expired. The district is well satisfied with the service provided by Earth Systems, Inc.

FINANCIAL IMPLICATIONS: It is estimated that \$40,000 will be required to complete soils testing and engineering on this project. The source of funding is the CTE (State of California, Proposition 1D) grant and loan.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Earth Systems, Inc. in the amount of \$40,000 to provide soils engineering and testing services for the Sherman E. Burroughs High School career and technical education building project.

10. CONSTRUCTION ADMINISTRATION

10.3 Notice of Completion – Sherman E. Burroughs High School Infrastructure Modernization Phase I (DSA Application Number 112589, awarded to Barnhart, Balfour-Beatty in the amount of \$4,362,730)

BACKGROUND INFORMATION: In summer 2009, the district contracted with Barnhart, Balfour-Beatty to complete the replacement of all underground utilities: sewage system, water system, gas system and the installation of some 90,000 feet of electrical and data conduit. This project included the installation of a new electrical supply by Southern California Edison along Drummond Avenue on Navy property. These projects are now complete with Phase II, the electrical conversion component well underway.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for each project with the County of Kern, in accordance with *Government Code* section 6103, which declares the contract complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Carmen Lightfoot, and the district architect, Westberg + White, concur that the above cited projects, meet all City of Ridgecrest and Kern County building codes, as well as the standards established by the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed, this project was provided within the project budget.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Sherman E. Burroughs High School infrastructure modernization Phase I project.

10. CONSTRUCTION ADMINISTRATION

10.4 Notices of Completion – Inyokern Elementary School Modernization Projects:

- Comprehensive Campus Modernization – Phase II (DSA Application Number A03-111213, Contracted to Barnhart, Balfour-Beatty in the amount of \$4,294,375)
- Infrastructure Modernization and Parking Lot Installation – Phase I (DSA Application Number A03-111571, Contracted to Barnhart, Balfour-Beatty in the amount of \$1,669,394)
- Preschool Relocation (DSA Application Number A03-113335, Contracted to Barnhart, Balfour-Beatty in the amount of \$216,637)
- Covered Walkway/Canopy – Siemens Seismic Retrofit (DSA Application Number A03-113499, Contracted to Barnhart, Balfour-Beatty in the amount of \$144,194)

BACKGROUND INFORMATION: The district contracted with Barnhart, Balfour-Beatty to complete four modernization projects at Inyokern Elementary School. These projects are now substantially complete.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for each project with the County of Kern, in accordance with *Government Code* section 6103, which declares the contract complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Dave Payte, and the district architect, W + W concur that the above cited projects, meet all City of Ridgecrest and Kern County building codes, as well as the standards established by the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed, these projects were provided within the project budget.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the Notices of Completion for the contracts cited above.

11. BUSINESS ADMINISTRATION

11.1 Authorization to Extend the Lease of Existing Portable Classrooms

BACKGROUND INFORMATION: In 2006, the district assessed its facilities needs and determined that it needed additional classroom space. At that time it was anticipated that up to twenty additional portable classrooms would be needed to house the district's students. The student growth was anticipated to result from future growth within the local community.

A five year lease agreement with a purchase option was authorized for twelve portable units; two of those units were configured to meet the specific requirements of the district special needs secondary students. The lease agreement is with Global Modular, Inc.

CURRENT CONSIDERATION: The term of the original lease has ended. The requirement for the original twelve classroom units has been reviewed and assessed. The need for these units remains. Staff requests board approval to enter into a 5-year lease, with a purchase option for ten of the original units. The remaining two units will be purchased pending board approval. Staff has assessed the need for the units specifically configured for the needs of the district's secondary special needs students and has determined that the units as configured are effective in serving the student population. Staff projects that the need for classroom units of this type will be permanent. Staff will recommend in a separate board item that the district purchase those units at this time, using Inyokern School Financing Authority funds.

FINANCIAL IMPLICATIONS: The cost of this lease was negotiated to reflect an annual savings of \$6,000 per year and lease cost per year is anticipated to be \$120,313. It is appropriate that these costs continue to be funded with Fund 25 (Developer Fee) monies.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the extended lease of ten classroom units for five years, with an option to purchase, from Global Modular in the amount of \$120,313 per year.

11 BUSINESS ADMINISTRATION

11.2 Authorization to Extend the Fencing on the Kindergarten/Preschool Play Area at Gateway Elementary School

BACKGROUND INFORMATION: Providing a safe, effective, learning environment is a priority for the district. District staff inspects and evaluates all district facilities on a regular basis. Review of the Gateway Elementary School facility has led district staff to recommend adding additional fencing to an existing northeast facing wall at Gateway Elementary School as well as in several perimeter areas. The area surrounding the pre-school/kindergarten playground is the one most urgently required. It is possible that the perimeter area will also be fenced sometime later in the year depending upon the availability of resources for projects of this type. Request for authorization to proceed on the perimeter project will be requested at a later date if that project commences in 2011-12.

CURRENT CONSIDERATIONS: The existing wall is approximately three feet high and is located in the play area for the Gateway pre-school and kindergarten students. District staff believes that adding approximately two additional feet of wrought iron to make the fence approximately five feet tall will enhance the safety of that area and provide a more effective environment for the Gateway students.

FINANCIAL IMPLICATIONS: The cost of the pre-school/kindergarten project is estimated to be \$8,700. Staff recommends that the Inyokern Schools Financing Authority funds be used for this project.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize staff to proceed with the project of extending the height of the fencing at Gateway School in the pre-school/kindergarten play area for an estimated cost of \$8,700.

11 BUSINESS ADMINISTRATION

11.3 Authorization to Purchase two Portable Classroom Units

BACKGROUND INFORMATION: In 2006, as part of the implementation of the districts facilities plan, a five year lease with purchase option was concluded with Global Modular, Inc. for twelve portable classroom units. Two large units were specifically configured to meet requirements related to the district secondary school special needs students.

CURRENT CONSIDERATIONS: Staff has assessed the use of the portable units for effectiveness in meeting student needs. It has also investigated the requirement for such units in the long term. It has been determined that the units meet student needs and that the requirement for this specialized space will be ongoing in the long term. Therefore, staff recommends that the district purchase these units.

FINANCIAL IMPLICATIONS: The purchase price of the two units is \$82,640. It is recommended that the funds residing in the Inyo-Kern Schools Financing Authority be used for this one-time cost.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the purchase of two portable classroom units from Global Modular, Inc. in the amount of \$82,640.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in July, 2011 are submitted for approval. “A” warrants totaled \$649,075.61. “B” warrants totaled \$560,063.88.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of **JULY 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	\$149,335.29
End of month classified	\$233,482.79
10th of month certificated	\$152,923.60
10th of month classified	\$113,333.93
Total "A" Warrants	\$649,075.61

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 1	\$138,411.03
Batch 2	Food Service
Batch 3	\$6,181.38
Batch 4	\$224,110.00
Batch 5	\$103,306.77
Batch 6	August
Batch 7	August
Batch 8	\$43,276.25
Batch 9	Food Service
Batch 10	August
Batch 11	\$44,778.45
Batch 12	August
Batch 13	August
Total "B" Warrants	\$560,063.88

12. CONSENT CALENDAR

12.2 Authorization to Pay Conference Expenses for St. Ann School Employees

BACKGROUND INFORMATION: The No Child Left Behind (NCLB) Act of 2001, provides educational services and programs to private school children, teachers, and other education personnel, including those in religiously affiliated schools. The reauthorized ESEA provides for the equitable participation of private school students, teachers, and other educational personnel in some of its major programs. Title II, Part A, provides assistance for preparing, training, recruiting, and retaining high-quality teachers. The amount of funding available for services to private school personnel is governed by NCLB Section 9501, which requires equitable participation of private school teachers and other educational personnel to the extent that the LEA, consortium, or entity uses its funds for professional development.

Funds provided for professional development for private school teachers must be equal to the amount spent for public school teachers, on a per-pupil basis. St. Ann School participates in federal Title programs including Title 1 and Title IIA. Administration and purchasing support for these programs are provided by Sierra Sands Unified School District. St. Ann teachers and administrators are also invited to participate in district in-service offerings.

CURRENT CONSIDERATIONS: Two staff members (Mary Little and Tina Rockdale) from St. Ann School requested participation in the Professional Learning Communities training held July 20-22, 2011 in Hollywood, California.

FINANCIAL IMPLICATIONS: The cost of the training will not exceed \$2,300 funded out of Title IIA. This includes the following costs:

Course Registration (2 @ \$610.00)	\$ 1,320
Estimated Gas/Parking fees	\$ 300
Hotel- (2 nights- 1 Room not to exceed \$200 per night)	\$ 400
Meals (2 @ \$140)	\$ 280
	<hr/>
	\$ 2,300

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education ratify the conference expenses for St. Ann School employees as indicated.

12. CONSENT CALENDAR

12.3 Adoption of Resolution #03 1112 Child Care and Development for 2011-12, State Pre-school Program

BACKGROUND INFORMATION: The Sierra Sands Unified School District operates state preschools at the Inyokern, Pierce and Faller sites. The state preschools operate through contracts between the California Department of Education (CDE) Child Development Division and Sierra Sands Unified School District. Services are provided through an agreement between a private contractor and Sierra Sands Unified School District.

CURRENT CONSIDERATIONS: Annual board approval of the resolution and contracts between the Sierra Sands Unified School District and the California Department of Education is required. Resolution #03 1112 must be adopted in order to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the 2011-2012 fiscal year.

FINANCIAL IMPLICATIONS: Child Development Services are a Tier 1 program. Funding for the state preschool program is provided by the State of California at an anticipated maximum potential reimbursement for program expenses of \$458,900, down from \$549,769 in the 2010-2011 school year. We have been informed that an amended contract, reversing most of the reductions, will be sent to us in the next month as a result of action taken by the state Assembly and Senate to revoke proposed reductions. Local budgets will be adjusted accordingly to reflect any reductions from 2010-2011 levels. Funding is reimbursed for actual attendance of students at the rate of \$34 per day per child of full-time enrollment and actual expenditures in the program not to exceed the maximum reimbursable amount. The district must request reimbursement at least quarterly from the California Department of Education, but does so monthly to facilitate cash flow.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #03 1112 certifying its approval to enter into transactions with the California Department of Education for the purpose of providing child care and development services and to authorize the superintendent to sign contract documents for the 2011-2012 fiscal year.

RESOLUTION #3 1112

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.**

RESOLUTION

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

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

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

PASSED AND ADOPTED THIS 18 day of August 2011-12, by the
Governing Board of Sierra Sands Unified School District
of Kern County, California.

I, Tim Johnson, Clerk of the Governing Board of

Sierra Sands Unified School District, of Kern, County,

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

(Clerk's signature)

(Date)

12. CONSENT CALENDAR

12.4 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the
2011-12 School Year

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

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

CURRENT CONSIDERATIONS: The SELPA wishes to contract with Mrs. Sires as Program Director for the Workability I program. This will allow continuity in the program at Burroughs High School. Because Mrs. Sires is no longer a teacher, she will be able to do the travel connected with the program without having a substitute teacher in the classroom. Her expertise in the area of workability has resulted in an exemplary program in the Sierra Sands Unified School District and her continuation in the role of Program Director ensures that the Workability Program maintains the services for the special education students at Burroughs High School that have been available for the past 16 years.

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

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board give approval to contract with Mrs. Esther Sires as the Program Director for the Workability I Program for the 2011-2012 school year as presented.



SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 Felspar
Ridgecrest, California 93555

CONTRACT FOR PROFESSIONAL SERVICES

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

1. Contractor shall provide the following professional services and all materials: WorkAbility Program Coordinator and clerical support.
2. Contractor shall complete all services no later than June 30, 2012.
3. Contractor shall hold District harmless for any loss, damage, or injury arising from the performance of service.
4. District shall compensate Contractor the total sum of \$9,600 for services as the WorkAbility Program Coordinator and clerical support and an amount not to exceed \$7,300 for WorkAbility conferences and business meetings for all services rendered.
5. District shall, within 30 days after presentation of receipts, reimburse Contractor for Travel, accomodations, and meal expenses.
6. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.

AGREED BY CONTRACTOR

Authorized Signature

Date: _____

Esther Sires

Company Name

725 Peg Street

Street Address

Ridgecrest, CA 93555

City/State/Zip

Social Security or Employer Identification Number

AGREED BY DISTRICT

Elaine Rittler

Authorized Signature

Date: _____

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

Budget Code

79233

Requisition No.