

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**DECEMBER 20, 2012
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Joanna Rummer, Superintendent

MOMENT OF SILENCE

OATH OF OFFICE: William Farris, Mike Scott

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 meeting of November 15, 2012 and special meeting of December 4, 2012.

3. PROGRAMS AND PRESENTATIONS

- Presentation from the Ridgecrest Musical Enrichment Society
Representatives will present the district with a donation of funds raised from the "Beauty & the Beast" production.
- Richmond Elementary School – WINN Program - **What I Need Now** is the backbone of the Professional Learning Community concept at Richmond Elementary School. Creative scheduling, short formative assessments aligned to learning standards, and weekly grade level collaboration time are all part of our WINN program.

4. PUBLIC HEARING

4.1 Public Hearing for the Local Plan for the Sierra Sands Special Education Local Plan Area

The board will conduct a public hearing to receive comments from the public prior to adoption of the Sierra Sands Special Education Local Plan Area.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update
- Citizen's Oversight Committee Members
- Department of Defense Grant

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 Single Plans for Student Achievement (SPSA)

6.2 Approval of Contract with Lindamood-Bell Learning Processes for Professional Development Services at Gateway Elementary School

6. EDUCATIONAL ADMINISTRATION (continued)

6.3 Approval of Contract with Key2Ed, Inc for Professional Development Services

6.4 Approval of Revisions to the Special Education Local Plan Area (SELPA)

6.5 Approval of LEA Program Improvement Plan Addendum

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revisions to Board By-Laws BB9110, Terms of Office

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

10. CONSTRUCTION ADMINISTRATION

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

10.2 Notice of Completion of Contract - Las Flores Elementary School Communications Antenna Installation (DSA Application Number A# 03-114392), Awarded to Digital Networks Group, Inc.

11. BUSINESS ADMINISTRATION

11.1 Authorization to enter into License and Property Access Agreements with the California Broadband Cooperative

11.2 Approval of First Interim Report for Fiscal Year 2012-13

11.3 Discussion of Federal Impact Aid Program

12. CONSENT CALENDAR

12.1 “A” & “B” Warrants

12.2 Report to the Board on Solid Waste Hauling Services

12.3 Approval for Recommendation of Expulsion, Expulsion Case #10 1213

13. FUTURE AGENDA

14. ORGANIZATION OF THE BOARD for the balance of 2012 through December 2013

14.1 Election of Board President

14.2 Election of Board Vice President/Clerk

14.3 Election of Board Representative and Alternate Representative to the Committee that Elects Members to the County Committee on School District Organization

14.4 Election of Board Representative to Meetings of the National Association of Federally Impacted Schools (NAFIS)

Following the organization of the board, the meeting of the Board of Education will temporarily adjourn to convene the annual meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority. The regular meeting of the Board of Education will reconvene at the end of the Board of Directors meeting.

15. ADJOURNMENT

The next regular meeting of the Board of Education will be January 17, 2013.

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.ssusdschools.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: November 15, 2012
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Rockwell
MEMBERS ABSENT: Johnson, Pearl, Scott
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Sean Anderson.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the deletion of Item 3, Programs and Presentations, the WINN Program from Richmond Elementary School. The board will hear the Inyo-Kern Schools Financing Authority Agenda following Item 11.1. Mr. Farris, Vice President/Clerk will moderate the meeting in President Johnson's absence and Mrs. Covert will act as Vice President/Clerk of the meeting.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of October 25, 2012 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

This item was deleted from the agenda as noted under adoption of the agenda.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Sean Anderson, student board member presented the following report:

Mesquite: Mr. Duncan's government class hosted a forum for all the candidates running for mayor. The ASVAB test was administered to interested students on October 25th. Twelve students are participating in community volunteering with Hospice and students will have their Annual Thanksgiving Luncheon on November 16th.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report (continued)

James Monroe: Fifty percent of the students at James Monroe made the honor roll for the first quarter. Basketball practice has started and students participated in activities to celebrate Red Ribbon Week. Progress reports will be mailed home this week and the winter dance is scheduled for December 7th.

Murray: Murray students held a Halloween Dance and invited students to arrive in full costume and the first Haunted House was a huge success. The 8th grade girl's volleyball team was undefeated this year. Basketball games are starting and the McTeacher Night for Murray brought in over \$800. The theme for this years Christmas dance is *Glow in the Snow*.

Burroughs: Students held a Costume Day on October 31 and tomorrow they will participate in a Duck Tape Day. Football won the first game in the CIF playoffs and the volleyball team lost in the second round of CIF playoffs. Students will participate in a door decorating contest with a theme of *Holiday in Paradise*.

5.2 Reports from Members of the Board

Mrs. Covert attended the BHS play of Romeo & Juliet and shared it was very entertaining. She also attended the County Trustee Meeting & Dinner in Bakersfield. The program was about alternative education options in Kern County.

Mr. Rockwell mentioned that the second round of CIF football will be played here at BHS on Friday at 7:00 p.m. and encouraged all to come out and support the team.

5.3 Superintendent's Report

Mrs. Rummer reported we are up five students at the elementary level, down two students at the middle school level and down thirty six students at the high school level. We still have excellent attendance reported at 96.3%.

The district had to close Pierce Elementary School on November 5th due to a power outage. The superintendent thanked the staff at Southern California Edison (SCE) who worked around the clock to enable the school to be open the following day. This was made possible with a large generator SCE brought in to the school while they continued with the repairs.

Mrs. Rummer attended the ACSA conference and enjoyed the keynote speaker sessions. Mr. Ostash and Mrs. Hickie were presenters at the conference, so it was great to see two of our own staff make a presentation on the subject of Career Technical Education.

5.4 Comments from the public on items not on the agenda

No comments were made.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Contracts with Supplemental Educational Service Providers

Motion passed to approve the contracts for Supplemental Educational Service providers, #1 Academia de Servicio de Tutoria- SES Inc. and Basic Educational Services Team, Inc. (BEST). DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Rockwell
ABSENT: Johnson, Pearl, 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. DIETRICHSON/ROCKWELL

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

8.3 Approval of Early Retirement Notification Incentive for 2012-13

Motion passed to approve the Early Retirement Notification Incentive for 2012-13 as presented. DIETRICHSON/COVERT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Delta Kappa Gamma Society donated \$50 to the Burroughs Engineering and Technology program; Raymond and Jinny May donated \$250 to the Learning Center at Burroughs; and Bruce Auld donated a furniture dolly with a value of \$25 to the Burroughs construction class. The following donations were made for the Culinary Arts Program at Burroughs, a washer valued at \$150, from Richard Johnson, \$25 from Micah and Becky Hall, and \$100 from Daniel and Lisa Decker. COVERT/ROCKWELL

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

9.2 Authorization for Board Member Travel

Motion failed to authorize board member Amy Covert to travel to the National 8002 Impacted Schools Winter 2013 Meeting, January 11-12, 2013. DIETRICHSON/ROCKWELL

AYES: Covert

NOES: Dietrichson, Farris, Rockwell

ABSENT: Johnson, Pearl, Scott

9.3 Nominations for Representatives to the California School Boards Association (CSBA)

Hearing no nominations the item died from lack of a motion.

9.4 Designation of Date and Time of the Organizational Meeting of the Board

Motion passed to designate December 20, 2012 at 7:00 p.m. as the date and time for the organizational meeting of the board. DIETRICHSON/ROCKWELL

AYES: Covert, Dietrichson, Farris, Rockwell

ABSENT: Johnson, Pearl, Scott

9.5 Approval to Submit a Request for Allowance of Attendance for Pierce Elementary School in the Sierra Sands Unified School District Because of Emergency Conditions Due to Power Outage

Motion passed to approve the Request for Allowance of Attendance for Pierce Elementary School on November 5, 2012 due to a power outage as presented.
ROCKWELL/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Rockwell

ABSENT: Johnson, Pearl, Scott

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Affirmation by the Sierra Sands Unified School District Board of Education Regarding the Practice of Utilizing CMAS and WSCA as its First Choice in Purchasing.

Motion passed to affirm the practice of utilizing CMAS and WSCA as its first choice in purchasing. COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Rockwell

ABSENT: Johnson, Pearl, Scott

Vice President Farris temporarily adjourned the regular meeting of the Sierra Sands Unified School District to open the Inyo-Kern Schools Financing Authority Meeting.

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2. Report to the Board on Solid Waste Hauling Services
- 12.3 Approval of Recommendation of Administrative Hearing Panel Regarding Enrollment Request from a Student Expelled from Another District, Case #D02 1213
- 12.4 Approval of Recommendation of Expulsion, Expulsion Case #09 1213

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

AYES: Covert, Dietrichson, Farris, Rockwell

ABSENT: Johnson, Pearl, Scott

13. FUTURE AGENDA

Mrs. Dietrichson asked the board be given a tutorial on the NAFIS money received in the district explaining all the different areas of NAFIS funding. The board concurred.

14. ADJOURNMENT was at 7:55 p.m.

THE BOARD OF EDUCATION

Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: December 4, 2012
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: District Office Conference Room, 113 W. Felspar Ave.
MEMBERS PRESENT: Covert, Dietrichson, Johnson, Pearl, Scott
MEMBERS ABSENT: Farris, Rockwell
STAFF PRESENT: Joanna Rummer, Superintendent

1. ADOPTION OF AGENDA
2. BUSINESS ADMINISTRATION

2.1 Board Budget Workshop

The board met in a work study session regarding the budget. No action was taken.

3. ADJOURNMENT was at 8:20 p.m.

THE BOARD OF EDUCATION

William Farris, Vice President/Clerk

Joanna Rummer, Secretary to Board

Sierra Sands Unified School District
Third : Month Enrollment 2012-2013

SCHOOL	2012-13 YTD%	2011-12 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2012-13 TOTAL	2011-12 TOTAL	CHANGE
FALLER	97.0%	97.0%	66	82	76	82	82	74					0	462	499	-37
GATEWAY	96.6%	96.7%	59	85	71	71	64	63					17	430	428	2
INYOKERN	95.3%	95.7%	36	38	31	32	32	28						197	191	6
LAS FLORES	96.2%	96.4%	99	70	77	65	63	67						441	380	61
PIERCE	96.4%	95.9%	59	54	59	57	52	51						332	332	0
RAND	93.6%	90.7%	5	0	2	2	0	0						9	5	4
RICHMOND ANNEX	93.2%	93.4%											97	97	100	-3
RICHMOND	96.4%	97.0%	71	75	64	71	63	58						402	420	-18
TOTAL K -5	96.3%	96.4%	395	404	380	380	356	341					114	2370	2355	15
MONROE	95.8%	96.4%							153	153	153		29	488	492	-4
MURRAY	96.1%	96.3%							197	202	161		28	588	592	-4
TOTAL 6 -8	95.9%	96.4%							350	355	314		57	1076	1084	-8
BURROUGHS	96.3%	95.7%										1336	67	1403	1443	-40
MESQUITE	93	95.0%										108		108	125	-17
														0		0
														0		0
TOTAL 9 - 12												1444	67	1511	1568	-57
12-13 TOTAL	96.2%		395	404	380	380	356	341	350	355	314	1444	238	4957	---	---
11-12 TOTAL		96.2%	402	398	387	357	347	364	356	317	353	1499	227		5007	---
CHANGE		0.00%	-7	6	-7	23	9	-23	-6	38	-39	-55	11	---	---	-50

Elementary K - 5

2012-13 2011-12

Regular -

K 395 402

1 - 3 1164 1142

4 - 5 697 711

Special Education -

SDC 114 100

RSP 98 100

Middle 6-8

Regular 1019 1026

Special Education -

SDC 57 58

RSP 78 75

High School 9 - 12

Regular 1336 1374

ROP 272

Special Education -

SDC 67 69

RSP 88 82

Adult 374 347

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Single Plans for Student Achievement (SPSA)

BACKGROUND INFORMATION: All schools receiving state and federal categorical program funds are required to develop site-level educational plans addressing annual program priorities. These plans, developed by site staffs and School Site Councils, define actions to meet annual goals. Sierra Sands Unified School District schools have consistently incorporated the district's strategic plan, goals and action components in their Single School Plans for Student Achievement, thereby aligning school-level program priorities with district-wide goals and priorities. In addition, site plans address programmatic requirements of the state and federal categorical programs in which each school participates.

Once a Single Plan for Student Achievement has been developed and approved by the School Site Council, it must be reviewed continually to determine which goals, strategies, and expenditures should be modified to ensure that the program is current and capable of meeting the needs of all of the school's students. Modifications in the plan reflecting changing needs and priorities of the school are made by the School Site Council and presented to the board as needed.

CURRENT CONSIDERATIONS: School site personnel and school Site Councils have been meeting this fall to analyze data, update instructional program priorities, and revise Single Plans for Student Achievement. Four schools, Faller, Inyokern, Pierce, and Richmond, are in Title1 Program Improvement. These four schools have included additional elements in their Single Plan for Student Achievement in order to meet federal requirements.

FINANCIAL IMPLICATIONS: Board approved Single Plans for Student Achievement are required for schools receiving categorical funding.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the Single School Plans for Achievement for the 2012-2013 school year as presented.

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Contract with Lindamood-Bell Learning Processes for Professional Development Services at Gateway Elementary School

BACKGROUND INFORMATION: The Elementary and Secondary Education Act places major emphasis upon professional development and the use of research based and validated programs and strategies in order to improve student achievement.

CURRENT CONSIDERATIONS: Gateway Elementary School receives Title I funding in order to improve student achievement and provide intervention at the earliest stage in a student's education. Staff has determined that the Lindamood-Bell's Visualizing & Verbalizing for Language Comprehension and Thinking® will help meet the needs of students. This sensory-cognitive program is designed to stimulate the basic sensory functions related to learning by developing the underlying processes necessary for language and literacy success. Lindamood-Bell programs are backed by extensive research studies.

Previously, in 2011-2012, Gateway contracted with Lindamood-Bell Learning Processes to present a two-day training in May, 2012. Staff is requesting to follow-up that initial training with on-site consultation on January 8-10, 2013 and five sessions of web-based consultations to be completed by June 2013.

FINANCIAL IMPLICATIONS: The proposed contract is for \$10,350 for up to 15 participants. Contract costs are an appropriate use of federal restricted categorical funding and will be funded by Gateway's Title I fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board of education authorize the district to enter into a contract with Lindamood-Bell Learning Processes in the amount of \$10,350 as presented.



LINDAMOOD-BELL
Learning Processes

Services Contract

The undersigned agrees to pay Lindamood-Bell Learning Processes for the following services:

Nancibell® Visualizing and Verbalizing® (V/V®):

A two-day workshop presenting the theory and practice of the Visualizing and Verbalizing® program. The V/V® program helps students develop concept imagery to improve oral and written language comprehension.

Date of Contract: November 5, 2012

Name of Organization: Gateway Elementary School

Address: 501 South Gateway Blvd.
Ridgecrest, CA 93555

Contact Person: Lisa Decker

Phone: (760) 499-1850

Email: ldecker@ssusd.org

Service Fee: \$10,350 flat fee for up to 15 participants

Additional participants 16-50:

V/V®: \$500 per additional participant

Open or Closed Registration: Closed – Eligible participants must have taken previously scheduled V/V® workshop from May 24 – 25, 2012.

On-site Consultation

Dates of Event: January 8 – 10, 2013

Time of Event: 8:00am – 4:30pm each day

Presenter's Travel Expenses: Airfare, lodging, auto rental, and per diem included in instruction fee

Event Location: TBD

Web-based Consultation

Dates of Event: Five (5) sessions, lasting approximately one (1) hour in duration, to be mutually scheduled, from December 1, 2012 to June 30, 2013

Event Technical Requirements: Successful test connection required to utilize this service

a.) Computer with a 2 GHz processor and 2 GB of memory

b.) Webcam

c.) Projector

d.) Speakers

e.) Microphone

f.) Compatible browsers -- Internet Explorer®, Firefox®, Chrome™, Safari® with current Java® plug-ins

1. **Course Materials Policy:** _____ (initials)
Gateway Elementary School will contact Lindamood-Bell with the number of participants in the workshop at least four weeks prior to the start of the scheduled event. If the number changes within four weeks of the start date, you are responsible for contacting Lindamood-Bell. If Gateway Elementary School fails to contact Lindamood-Bell with the number of participants, Lindamood-Bell will ship materials for the minimum number of participants as stated in the contract. Gateway Elementary School will incur any extra shipping charges for the shipment of extra materials within those four weeks and Lindamood-Bell cannot guarantee they will arrive in time for the workshop.
2. **Participant Manual Policy:** _____ (initials)
Lindamood-Bell requires each workshop participant to receive a course manual, as each class is taught from the manual. Lindamood-Bell will provide each participant with a manual (included in the fee stated above).
3. **Outside Contracts Policy:** _____ (initials)
If Gateway Elementary School policy is to issue its own services rendered or consultant agreement contract, it must be received by Lindamood-Bell at least four weeks prior to the start of the scheduled event. If the outside services contract is not received at least four weeks prior to the start of the event, Lindamood-Bell reserves the right to cancel or postpone the above scheduled event until all issues regarding the outside services contract can be resolved.
4. **Billing Policy:** _____ (initials)
We require a complete purchase order to accompany the signed contract at least four weeks prior to the scheduled event. A purchase requisition will not be accepted. Payment is due 30 days from date of invoice. If Gateway Elementary School does not issue payment via purchase order, please inform us of your payment procedures prior to returning the signed contract so alternative payment arrangements can be made.
5. **Cancellation Policy:** _____ (initials)
Gateway Elementary School may cancel up to four weeks prior to the scheduled event. If cancellation occurs less than four weeks prior to the event, Gateway Elementary School will be responsible for any out of pocket expense (i.e. airline ticket, hotel deposit, shipping charges, manual fees, materials cost) Lindamood-Bell has incurred for the above event.

Lindamood-Bell reserves the right to cancel the scheduled event if the signed contract and/or purchase order is not received at least four weeks prior to the event.

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, weather, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal, or impossible to provide the event.
6. **Your Scheduled Presenter Is: to be determined upon scheduling**
Should the named presenter(s) become unavailable, Lindamood-Bell will provide a presenter equally capable of delivering the standard high quality, current and complete Lindamood-Bell® workshop to participants.

7. Level of Instruction: _____ (initials)

This level of instruction is intended to introduce participants to the specific steps of these processes, as preparation for instructing students, and is not sufficient interaction to enable the participant to train others in the Lindamood-Bell® programs.

8. Prior Approval of Written Materials: _____ (initials)

Gateway Elementary School will submit a copy of any written materials that it plans to distribute regarding this workshop to Lindamood-Bell prior to its dissemination. Material must be provided to Lindamood-Bell for review and written approval no less than 30 business days prior to anticipated distribution.

9. Trademarks and Copyrights: _____ (initials)

Lindamood-Bell Learning Processes is the owner and/or exclusive licensee of the following proprietary trademarks and service marks (the "Marks"):

Lindamood-Bell Learning Processes®
Lindamood-Bell®
Lindamood®
LiPS®
Lindamood Phoneme Sequencing®
Visualizing and Verbalizing®
Visualizing & Verbalizing®
Visualizing and Verbalizing for Language Comprehension and Thinking®
V/V®
Seeing Stars®
Vanilla Vocabulary®
On Cloud Nine®
OCN™
See Time Fly®
SI™
HLM®
Human Learning Management®
Gander Educational Publishing®
Gander Publishing®
Nancibell®
We Create the Magic of Learning®
Catch a Star®
Center in a School™
CIS™
OPAL™
Orthographic and Phonological Awareness for Literacy A Measure of Symbol Imagery™
Talkies®
Sensory Cognitive Processing™
Follow the Goose!®



Some of the trademarks and service marks have associated proprietary images.

In addition to the Marks, LINDAMOOD-BELL is the owner and/or exclusive licensee of the following copyrighted works (the "Copyrights"):

LAC Test, Lindamood Auditory Conceptualization Test[®]
The Lindamood Phoneme Sequencing Program for Reading, Spelling and Speech (LiPS)[®]
Visualizing and Verbalizing for Language Comprehension and Thinking[®]
On Cloud Nine: Visualizing and Verbalizing for Math[®]
Seeing Stars: Symbol Imagery for Phonemic Awareness, Sight Words and Spelling[®]
LINDAMOOD-BELL's website located at www.Lindamood-Bell.com (the "Website")[®]
Vanilla Vocabulary[®]
Ivan King of the Neighborhood[®]
Ivan Sleeps Over[®]
Talkies[®]

Each of the Copyrights has derivative works, including but not limited to text, images, software, audio and/or video materials related thereto. All such materials, including the Marks, the Copyrights and all other proprietary rights and materials of Lindamood-Bell and its affiliates are hereinafter referred to individually and collectively as the "Materials."

10. Materials:

_____ (initials)

Gateway Elementary School ("the District") recognizes and agrees that the Program Materials consist of copyrighted works. Neither the District nor its employees shall do anything in connection with the Materials or the Marks that might in any way violate copyright or trademark laws applicable to the Materials and their use by the District pursuant to the terms and conditions of this Agreement. For example, neither the District nor its employees shall alter or amend the Materials without the express, prior written consent of Lindamood-Bell. Further, neither the District nor its employees shall copy or distribute the Materials in a manner not authorized by the terms and conditions of this Agreement.

Any reference to all or any portion of the Materials in any and all advertising materials, manuals, instructional materials, software, registrations, websites, and other related documents or materials (collectively, the "Publications") produced or sponsored by the District shall contain the following disclaimer: "*[District] is not affiliated with, certified, licensed, or sponsored by Lindamood-Bell Learning Processes, Nanci Bell, Phyllis Lindamood or Pat Lindamood. Lindamood-Bell Learning Processes in no way guarantees the quality of the materials or services that may be supplied by [District].*" (The "Disclaimer"). The Disclaimer shall be placed in a conspicuous manner on any and all documents produced or sponsored by the District that in any way reference all or any portion of the Materials.

The District agrees to notify Lindamood-Bell of any and all infringements of the Copyrights or the Marks that come to the District's attention. Further, the District shall take no action with regard to any such infringements without the prior written consent of Lindamood-Bell.

The District may not reproduce all or any portion of the Materials, including those protected by the Copyrights without the express prior written permission of an officer of Lindamood-Bell. If Lindamood-Bell approves any use of the Materials in any Publications

protected by the Copyrights, any and all such uses by Applicant shall include, in addition to the Disclaimer, a conspicuous credit notice identifying the use of the Copyrights as follows: *"From [name of publication, date], © [year of publication and author]. All rights reserved. Used by permission and protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of these materials without express written permission from [author]."*

The District shall submit to Lindamood-Bell for its prior written approval any and all advertising materials that contain reference to all or any portion of the Materials, including but not limited to brochures, flyers, newspaper advertisements, mailing, World Wide Web postings, radio or television commercials. Lindamood-Bell shall have fifteen (15) business days from its receipt of any and all such items from the District to provide its approval of the Materials or to provide the District with written objections to the District's requested use of the Materials. Any Lindamood-Bell® approved reference to all or any portion of the Materials on the District's website shall contain a direct link to the Lindamood-Bell® website at: <http://www.lindamoodbell.com>. The District acknowledges that Lindamood-Bell has the right and duty to control the use, quality and implementation of the Materials. Accordingly, the District acknowledges and agrees that it shall in no way utilize all or any portion of the Materials in a manner that would affect the quality or validity of the Materials, along with the goodwill and reputation of Lindamood-Bell, Nanci Bell, Phyllis Lindamood, Pat Lindamood, and/or any of their programs, copyrighted works, or other proprietary materials, including the Materials. Any such action by the District or its agents in violation of this covenant shall be deemed a material breach of this Agreement by the District and shall provide Lindamood-Bell the right to immediately terminate this Agreement, in addition to seeking damages and equitable relief.

The District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of Lindamood-Bell, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood.

The District hereby agrees to defend, indemnify and hold Lindamood-Bell harmless from and against any and all suits, actions, claims, judgments, debts, obligations or rights of action, of any nature or description, and any and all costs, including attorneys' fees incurred by Lindamood-Bell in connection with, arising out of or relating to the need for Lindamood-Bell to protect the Copyrights and/or the Marks as a result of any acts, omissions, statements or representations of any employee or agent of the District. The District shall immediately notify Lindamood-Bell of any known or expected violation of the Copyrights or the Marks, whether by an employee or agent of the District, or by any third party.

The District recognizes and agrees that Lindamood-Bell Learning Processes and its principals own the copyrights and all derivative works, including but not limited to all tests, images, printed materials, software, audio and/or video materials, utilized in all Lindamood-Bell® workshops or presentations (collectively, the "Materials"). The Materials are protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of the Materials without the express, written permission of

the author. Accordingly, videotaping, audio taping or otherwise electronically recording any workshops or related presentations by Lindamood-Bell, its employees or representatives is strictly prohibited without the express, prior written permission of an authorized office of Lindamood-Bell.

11. Credit Options: _____ (initials)

The District acknowledges that participants will be offered the choice of one of the following two types of credit:

- *Lindamood-Bell® Continuing Education Units (CEUs):* Approved by the International Association for Continuing Education and Training (IACET). One workshop hour equals 0.1 unit. These units are available at no cost, upon request after the completion of the workshop.
- *University of California Los Angeles Extension:* The District will be listed by UCLA as a co-sponsor. Credits are optional, additional fees apply, payable by the individual to the Regents of the University of California. Credits are as follows:
 - LiPS®: 2 quarter units (usually equivalent to 1 ⅓ semester units);
 - SI™ or V/V®: 1 ½ quarter units (usually equivalent to 1 semester unit).

12. The Organization Will Provide: _____ (initials)

1. Room(s) set up classroom style with tables (not desks) and comfortable, *adult-size*, chairs, presenter table and chair, and wastebasket.
- ** Theater style seating is not appropriate. Please do not use rooms with columns or other features that may obstruct the participants' view.
2. White board (4' x 8' or larger) with dry erase pens and eraser.
3. A large screen for an LCD projector (projector not needed).
4. Three 6-ft. tables for display along one wall, preferably on the side, near the front of the room.
5. Wireless lavalier (lapel) microphone for groups larger than 40.
- ** The above set up is required to maximize the learning experience for all participants. Odd rooms with inadequate Audio Video equipment detract from the information presented.

13. Arbitration: _____ (initials)

Except for any claim seeking the exercise of the injunctive or equitable powers of a court of competent jurisdiction, any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement, shall be settled by arbitration in accordance with California Code of Civil Procedure Sections 1280 through 1294.2 and any successor provisions thereto. The provisions of California Code of Civil Procedure Section 1283.05 regarding the right to take depositions and obtain discovery shall apply to the arbitration. Arbitration shall be the exclusive dispute resolution process. Any party may commence by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of San Luis Obispo, California. The arbitrator to the resolution of the dispute shall apply the substantive law of the State of California. The parties share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction

thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

14. Miscellaneous Provisions:

_____ (initials)

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successors and assigns, and shall be governed by, construed and enforced in accordance with the laws of the State of California. If any enforcement of this Agreement is sought, the courts of San Luis Obispo County, California shall have exclusive jurisdiction and venue thereof, and each party hereby irrevocably and unconditionally submits to such jurisdiction and venue. This Agreement may be signed in counterparts and delivered by facsimile or other means of electronic transmission, which together shall constitute one and the same Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter thereof. The Organization shall not assign this Agreement without the prior written consent of Lindamood-Bell. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers and neither party shall have the right to bind the other in any manner whatsoever. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party (i) if personally served, when received; (ii) if transmitted by facsimile, upon the generation by the transmitting facsimile machine of a confirmation that the entire document has been successfully transmitted; (iii) if sent by recognized courier service on the business day following the date of deposit with such courier services; or (iv) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. All such notices shall be addressed to a party at the addresses as set forth on the first and last page of this Agreement. Any party hereto may change its address for purposes of this paragraph by written notice in the manner provided above.

This Contract is valid for 60 days, after which time it may need to be revised.

The undersigned organization represents and warrants that they have the legal authority to enter into this Agreement, and that this Agreement shall be binding on the undersigned organization in accordance with its terms and conditions. The party signing this agreement on behalf of the undersigned organization has authority to fully bind the organization.

All pages of the agreement must be returned for the signed agreement to be valid.

**Please print and sign one copy, and
fax to:**

Lindamood-Bell Learning Processes
Professional Development Department
Fax: 775-806-7036

Kits may be purchased from:

Gander Publishing
P.O. Box 780
Avila Beach, CA 93424
Phone: 800-541-5523
Fax: 805-782-0488
www.ganderpublishing.com

Signature: _____ Date: _____

Contracting Party
Gateway Elementary School

Signature: _____ Date: _____

Rodney Bell, Director of Professional Workshops
Lindamood-Bell Learning Processes



*We enhance learning
for all people,
for all ages...for life.*

LINDAMOOD-BELL

Learning Processes

Corporate Headquarters
416 Higuera Street
San Luis Obispo, CA 93401

LINDAMOOD-BELL LEARNING PROCESSES TERMS OF USE

❖ **General Guidelines for Using Lindamood-Bell® Intellectual Property.**

Patricia Lindamood, Phyllis Lindamood and Nanci Bell (collectively, the "Authors") are the originating authors of critically acclaimed programs that have gained worldwide recognition for developing the sensory-cognitive processes that underlie reading, spelling, language comprehension and math. Lindamood-Bell Learning Processes, a California corporation ("LINDAMOOD-BELL"), is the only entity authorized by the Authors to develop and use their programs (the "Programs"). However, due to their growing popularity, the Lindamood-Bell® trademark, as well as the trademarked names of the Programs, have been used to advertise and promote the businesses of third parties. Additionally, copyrighted materials for the Programs have been improperly reproduced or used for derivative works by third party businesses. This has led to public confusion and caused consumers to mistakenly believe that third parties are affiliated with, endorsed, licensed or sponsored by LINDAMOOD-BELL and/or the Authors. This is not the case.

In order to help ensure that the public is not misled or deceived, LINDAMOOD-BELL and the Authors of the Programs have developed the guidelines outlined below to specify the proper use of their intellectual property. These Terms of Use shall not be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, trademark or other proprietary rights of LINDAMOOD-BELL, its owners or the Authors.

❖ **What are LINDAMOOD-BELL's Trademarks and Service Marks?**

LINDAMOOD-BELL owns and/or is the exclusive licensee from the Authors of the following trademarks and service marks (collectively with associated proprietary images, the "Marks"):

Lindamood-Bell Learning Processes®
Lindamood-Bell®
Lindamood®
LiPS®
Lindamood Phoneme Sequencing®
Visualizing and Verbalizing®
Visualizing & Verbalizing®
Visualizing and Verbalizing for Language Comprehension and Thinking®
V/V®
Seeing Stars®
Vanilla Vocabulary®
On Cloud Nine®
OCN™

See Time Fly®
SI™
HLM®
Human Learning Management®
Gander Educational Publishing®
Gander Publishing®
Nancibell®
We Create the Magic of Learning®
Catch a Star®
Center in a School™
CIS™
Talkies®
Sensory Cognitive Processing™
Follow the Goose!®



❖ **What Use of LINDAMOOD-BELL's Trademarks and Service Marks Is Prohibited?**

You are prohibited from claiming or implying that you are LINDAMOOD-BELL or the Authors, or are affiliated with, authorized, endorsed, licensed or certified by LINDAMOOD-BELL or the Authors to provide any of the Programs. LINDAMOOD-BELL is the only authorized and licensed provider of the Programs, and the other Marks. LINDAMOOD-BELL is the only entity authorized by the Authors to use the LINDAMOOD-BELL name. You are strictly prohibited from using LINDAMOOD-BELL's name or logo in your advertising or promotional materials.

❖ **What Use of LINDAMOOD-BELL's Trademarks and Service Marks Is Permitted?**

You may generally use the Marks in describing your use of the Programs so long as you do so under the following requirements:

(1) **You must state that you are not LINDAMOOD-BELL.**

(2) **You must use the Proper Disclaimer.**

In order to ensure that there is no public confusion regarding the ownership of the Programs or the Marks, or your use of the Programs or the Marks,

the following disclaimer **must** be used in any document in which a Mark is referenced. The disclaimer **must** appear prominently and be clearly visible. The disclaimer must appear on every page of a registration form or schedule of services that references a Mark.

The disclaimer shall read:

[Your name] is NOT Lindamood-Bell Learning Processes nor is it affiliated with, certified, endorsed, licensed, monitored or sponsored by Lindamood-Bell, Nanci Bell, Phyllis Lindamood or Pat Lindamood. Lindamood-Bell – an international organization creating and implementing unique instructional methods and programs for quality intervention to advance language and literacy skills – in no way endorses or monitors the services provided by [Your name].

(3) You must show the Proper Trademark Designation.

The Marks should always be displayed exactly as they appear above, properly capitalized and designated as trademarks or service marks with the appropriate symbols (* or ® or SM).

(4) You must use LINDAMOOD-BELL's Trademarks and Service Marks as an Adjective; Not As A Noun.

The Marks should always be used as adjectives to *modify* nouns and should not be used as nouns themselves. For example:

Correct

"We use the Visualizing and Verbalizing[®] program for our students."

Incorrect

"We use Lindamood-Bell[®] in our tutoring approach."

(5) Do Not Combine LINDAMOOD-BELL's Trademarks and Service Marks with Your Name or Company/Business Name.

Your name or the name of your company or business should never be combined with LINDAMOOD-BELL's name, the Program names, the Authors names, or the Marks. Nor should LINDAMOOD-BELL's name, the Program names, the Author names, or the Marks be more prominent or in larger type than your own name or the name of your company or business. For purposes of conveying that you or your company is the service provider rather than LINDAMOOD-BELL, your name or the name of your company should appear in a font size that is larger than the font size of the Marks. The Marks should appear in the same typeface as the

surrounding text and should not be isolated or set apart from the surrounding text.

(6) Do Not State Or Imply Affiliation with LINDAMOOD-BELL.

You shall make no reference to all or any portion of the Marks in a manner that might in any way imply that you are authorized, endorsed, affiliated with, licensed by, monitored by or sponsored by LINDAMOOD-BELL, Nanci Bell, Phyllis Lindamood and/or Pat Lindamood.

(7) Do Not Use Trademarks or Service Marks in Domain Names or URL Addresses.

Improper use of the Marks on the Internet may confuse Internet users as to whether you or LINDAMOOD-BELL are the source of a Web site and may violate Federal law. For these reasons, the Marks or potentially confusing variations of the Marks, including the LINDAMOOD-BELL name, may not be used in Internet domain names or URL addresses. Any Web site reference to all or any portion of the Marks, including the LINDAMOOD-BELL name, must have the disclaimer shown above in Section (2).

(8) Use of Trademarks or Service Marks in Metatags or Programming Code.

The Marks and LINDAMOOD-BELL's name may not appear in Web page titles, file names, comments or any other programming code on your Web site. Any use of metatags that include the LINDAMOOD-BELL name or any of the Marks will be evaluated by LINDAMOOD-BELL on a case-by-case basis and will remain subject to these Terms of Use at all times. Under no circumstances are you allowed to create metatags or other coding devices using multiple and/or repetitive references to LINDAMOOD-BELL and/or the Marks for purposes of influencing the priority of Internet search results.

(9) Use of LINDAMOOD-BELL's Web site.

LINDAMOOD-BELL prohibits the use, copying, distribution, transmission, display, performance and exploitation in any form or manner (which includes, without limitation, republishing, framing, retransmission, modification or creation of derivative works based on its Web site) of any and all copyrighted or trademarked content on its Web site (which includes, without limitation, any and all articles, text, graphics, statistics, logos, advertisements, video clips, music clips, still photographs and software (collectively, "Content")) without LINDAMOOD-BELL's express prior written consent. You may download materials from LINDAMOOD-

BELL's Web site (one machine readable copy and one print copy per Web page) for your personal, noncommercial use only.

Further, the computer code created by or for LINDAMOOD-BELL to generate its Web site pages is protected by copyright and any copying or adapting of such code is strictly prohibited. You may not use any data mining, robots, or similar data gathering and extraction methods in connection with LINDAMOOD-BELL's Web site.

(a) Limitations on Data and Hyperlinks.

LINDAMOOD-BELL will use reasonable efforts to include up-to-date and accurate information on its Web site, but it makes no representations, warranties or assurances as to the accuracy, reliability or completeness of the information provided. LINDAMOOD-BELL shall not be liable for any damages or injury resulting from your access to, or inability to access, its Web site, or from your reliance on any information provided at its Web site or at any site to which its Web site may post a hyperlink or reference.

❖ **What are LINDAMOOD-BELL's Copyrighted Works?**

LINDAMOOD-BELL owns and/or is the licensee of certain copyrighted works which are registered with the United States Copyright Office, including:

LAC Test, Lindamood Auditory Conceptualization Test ©
The Lindamood Phoneme Sequencing Program for Reading, Spelling and Speech (LiPS) ©
Visualizing and Verbalizing for Language Comprehension and Thinking ©
On Cloud Nine: Visualizing and Verbalizing for Math ©
Seeing Stars: Symbol Imagery for Phonemic Awareness, Sight Words and Spelling ©
LINDAMOOD-BELL's Web site located at www.Lindamood-Bell.com (the "Web site") ©
Vanilla Vocabulary ©
Ivan King of the Neighborhood ©
Ivan Sleeps Over ©
Talkies ©

The protected, copyrighted materials are not limited, however, to those registered with the United States Copyright Office. Instructional forms and workshop materials created either by or for LINDAMOOD-BELL are also protected by copyright laws. All of these materials, inclusively, shall be referred to as the "Copyrighted Works." Each of the Copyrighted Works has derivative works, including but not limited to text, images, software, audio and/or video materials related thereto.

❖ **What Use of LINDAMOOD-BELL's Copyrighted Works Is Prohibited?**

LINDAMOOD-BELL is the only authorized and licensed provider of Authors' proprietary programs, and LINDAMOOD-BELL and Gander Publishing, Inc., a California corporation ("Gander"), are the only entities authorized to have unrestricted use of the Copyrighted Works. Accordingly, you are strictly prohibited from photocopying or otherwise reproducing all or any portion of the Copyrighted Works and using those reproductions for profit. You are also prohibited from claiming or implying that you are affiliated with, authorized, endorsed, licensed or certified by LINDAMOOD-BELL, Nanci Bell, Pat Lindamood or Phyllis Lindamood to provide instructional methods or programs based on any of the Copyrighted Works.

❖ **What Use of LINDAMOOD-BELL's Copyrighted Works Is Permitted?**

You may generally use the Copyrighted Works in conjunction with programs and services you offer so long as you do so in accordance with the following rules:

(1) You Must Observe All Federal Copyright Laws.

All the Copyrighted Works are protected by United States copyright laws and may not be reproduced, distributed, transmitted, displayed, published or broadcast without the prior express written permission of the author. You may not alter or remove any copyright notice from any version of the Copyrighted Works or copies of the Copyrighted Works.

(2) You Must Purchase All Original Copies of the Copyrighted Works from LINDAMOOD-BELL, Gander or an Authorized Source.

Any of the Copyrighted Works sold, distributed, or otherwise provided by a third party shall be original books and materials purchased from LINDAMOOD-BELL, Gander or an authorized source. Third parties may not sell, distribute, or otherwise provide photocopies or other duplications of all or any portion of the Copyrighted Works in any unauthorized or unlawful manner. Any lawful use of the Copyrighted Works shall show the proper attribution to the author.

You may not use or copy all or any portion of Copyrighted Works, including but not limited to presentation materials, educational materials, workshop materials and visual aids, in any unlawful manner. You may not replay for commercial purposes, including in any seminar or instructional context whatsoever for which money is paid, videotapes and/or audiotapes copyrighted by LINDAMOOD-BELL. You may not engage in any other unauthorized duplication or distribution of all or any portion of the Copyrighted Works.

❖ **Notice of Copyright Infringement.**

LINDAMOOD-BELL will, in appropriate circumstances, remove from its Web site information that might infringe the intellectual property rights of others. If you believe your work has been used or copied in a way that constitutes copyright

infringement and such infringement is occurring on LINDAMOOD-BELL's Web site or on sites to which LINDAMOOD-BELL's Web site links, you must provide LINDAMOOD-BELL's Copyright Agent with proper notice ("Notice"), including:

- (i) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- (ii) A description of the copyrighted work or works that you claim have been infringed and an identification of what material in such work(s) is claimed to be infringing and which you request to be removed from the Web site;
- (iii) Identification of the location on the Web site of the allegedly infringing material(s) reasonably sufficient to permit LINDAMOOD-BELL to locate the material(s);
- (iv) Information reasonably sufficient to permit LINDAMOOD-BELL to contact you, including your physical address, telephone number, fax number and, if available, your direct email address;
- (v) A statement by you that you have a good faith belief that the use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement by you that the information in your Notice is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

LINDAMOOD-BELL's Copyright Agent for Notice of copyright infringement is:

By mail: Jenny Livingston/Copyright Agent
c/o Lindamood-Bell Learning Processes
416 Higuera Street
San Luis Obispo, CA 93401
Or by facsimile: (775) 860-8551

THE COPYRIGHT AGENT SHOULD BE CONTACTED ONLY IF YOU BELIEVE THAT YOUR WORK HAS BEEN USED OR COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND SUCH INFRINGEMENT IS OCCURRING ON LINDAMOOD-BELL'S WEB SITE OR ON SITES LINKED TO OR FROM LINDAMOOD-BELL'S WEB SITE. **ALL OTHER INQUIRIES DIRECTED TO THE COPYRIGHT AGENT WILL NOT RECEIVE A RESPONSE.**

❖ **Governing Law and Jurisdiction.**

LINDAMOOD-BELL's Web site (excluding linked sites) is controlled by LINDAMOOD-BELL from its offices within the State of California, USA. By accessing the Web site, you and LINDAMOOD-BELL agree that all matters relating to your access to, or use of, the Web site shall be governed by the statutes and laws of the State of California, without regard to conflicts of laws principles. You and LINDAMOOD-BELL also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of San Luis Obispo County and the United States District Court for the Central District of California with respect to all such matters.

If for any reason a court of competent jurisdiction finds any provision of these Terms of Use to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of LINDAMOOD-BELL as reflected by that provision, and the remainder of these Terms of Use shall continue in full force and effect. Any failure by LINDAMOOD-BELL to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision. The headings used in these Terms of Use are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of these Terms of Use.

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of Contract with Key2Ed, Inc for Professional Development Services

BACKGROUND INFORMATION: The Elementary and Secondary Education Act places major emphasis upon professional development and the use of research based and validated programs and strategies in order to improve student achievement.

CURRENT CONSIDERATIONS: The Sierra Sands SELPA wishes to provide training for staff and administration on “Conflict Resolution and IEP Meeting Facilitation”. Services will include a three day training conducted locally on June 10 - 12, 2013 with a follow-up web-based seminar, the date to be determined.

FINANCIAL IMPLICATIONS: The proposed contract is for \$12,500 for all services. Contract 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 Key2Ed, Inc. in the amount of \$12,500 as presented.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "**Agreement**") is made and entered into this 9th day of November, 2012 (the "**Effective Date**"), by and between Sierra Sands SELPA, having its principal offices located at 133 Felspar, Ridgecrest, CA 93555-3589, (the "**Client**"), and Key2Ed, Inc. ("**Contractor**"), an independent contractor, with a principal place of business at 426 Verandah Lane, Franklin, TN 37064 (each, a "**Party**" and collectively, the "**Parties**").

INTRODUCTORY STATEMENT

WHEREAS, Contractor has agreed to perform professional staff development for the Client by providing Contractor's workshop entitled "Conflict Resolution and IEP Meeting Facilitation", and/or other training modules as Client may request (hereinafter, the "**Services**").

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will commence upon the Effective Date, specified above, and shall continue in effect until the Services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. **Specific Services.** Contractor agrees to perform the Services for Client. The Services will be held for three (3) consecutive days in duration in which Contractor shall provide on-site training (the "**Workshop**"). As part of the Services, Contractor shall provide to Client an additional value added seminar follow-up through live WebEx, which will be held at a mutually agreed upon time. The date for the Workshop will be scheduled on June 10 through 12, 2013. Client shall ensure that the number of participants attending is no more than 25 participants in the class, unless otherwise agreed by the Parties.

2.02 **Method of Performing Services.** Contractor will determine the method, details, and means of performing the above-described services.

2.03 **Status of Contractor.** Nothing contained herein or any document executed in connection herewith shall be construed to create an employer-employee, partnership or joint venture relationship between the Client and Contractor. Consultant's employees or consultants are independent contractors and not employees of Client. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor's sole responsibility. Contractor agrees they are not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.

2.04 **Payment of Income Taxes.** Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for the Services under this Agreement. On request, Contractor will provide Client with proof of timely payment.

2.05 **Use of Employees or Subcontractors.** Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of Contractor by the Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those Services.

ARTICLE 3. COMPENSATION

3.01 **Flat Rate.** In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor \$12,500.

3.02 **Date for Payment of Compensation.** For Services rendered under this Agreement, Client agrees to pay Contractor the sum set forth in Section 3.01 hereinabove upon Contractor's completion of the first 3 days of the Workshop. Contractor will submit to Client an invoice at the end of the on-site portion of the Workshop, and Client agrees to pay the amount due to Contractor within thirty (30) days of receipt of the invoice.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. **Non-Exclusive Relationship.** This Agreement is not intended to create an exclusive relationship between the Parties. In connection therewith, Contractor shall be free to perform services for other entities, and Client shall be free to engage the similar services of other vendors.

4.02. **Suitable Place for Services.** Contractor will perform the Services under this Agreement at a suitable location provided by the Client. The Client will be responsible for securing the location for the training and communicating the location, dates, and time of the training to its employees and others who will participate in the training. Contractor will supply all materials and equipment required to perform the services under this agreement.

4.03. **Contractor's Qualifications.** Contractor represents that its employees or consultants providing the Services to Client will possess the necessary qualifications and skills necessary to perform the Services under this Agreement. All work will be done in a competent fashion in accordance with applicable standards of the profession Contractor has complete and sole discretion for manner in which the Services under this Agreement will be performed.

4.04. **Indemnification.** Contractor agrees to indemnify and save harmless Client, from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) that arise out of or result from injuries or death to persons or damage to property, including theft, arising out of or caused by the performance of the Services performed by Contractor or persons furnished by Contractor, except if caused by the negligence or willful misconduct of Client.

4.05. **Business Policies.** The Client acknowledges that Contractor is not making any policy decisions for the Client. The Client shall be solely responsible for ensuring that its policies and business processes fully comply with Federal, state and local laws, rules, and regulations. The Client shall retain full responsibility for and hold harmless Contractor from the results of any such policy decision.

4.06 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR, ITS PARENT,

SUBSIDIARIES, AFFILIATES, OR SUPPLIERS, HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

5.02. Place of Work. Client agrees to furnish suitable space for use by Contractor while performing the above-described services. Suitable space includes chairs, tables and other appropriate furniture, arranged as prescribed in communication from the Contractor prior to the training date.

ARTICLE 6. TERMINATION OF AGREEMENT

6.01. Termination. Subject to Section 3.03 above, either party may terminate this Agreement at any time by giving forty-five (45) days advance written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

6.02. Termination For Cause. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Default by either party of a term or obligation under this Agreement, in which such default has not been cured within thirty (30) days written notice to the defaulting party describing the default.

Upon the termination of this Agreement, the Client shall pay to Consultant all fees due and owing.

ARTICLE 7. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

7.01 The Client agrees and acknowledges that the Contractor's Services and related training materials contain proprietary and confidential information embodying certain exceptionally valuable trade secrets of Contractor and its licensors that shall be disclosed to the Client in confidence. "**Confidential Information**" means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to data, research, products, copyrighted materials belongs to Consultants suppliers, formula, process, techniques, services, development, inventions, processes, engineering, techniques, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

7.02 The Client shall hold in strictest confidence any Confidential Information of the Contractor disclosed or made available pursuant to this Agreement. The Client shall not use any Confidential Information received from the Contractor except as expressly permitted under this

Agreement, and the Client shall not disclose any such Confidential Information to any third party (except the Client's employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information) without the Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to the Contractor.

7.03 The Client acknowledges that Confidential Information may contain trade secrets that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The Parties acknowledge that unauthorized use of Confidential Information will diminish the value of such information and will cause substantial and irreparable damage to the Contractor and its licensors, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section 7 shall entitle the Contractor to equitable relief to protect its interest herein, including injunctive relief.

7.04 The Client agrees to maintain the Contractor's trade secrets as secrets and safeguard them with the utmost degree of care so long as such trade secrets remain secret, without regard to the expiration or termination of this Agreement or any expiration of any term for the protection of other Confidential Information.

7.05 The Client hereby acknowledges that the Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials and its Confidential Information. "**Intellectual Property Rights**" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights. Except as set forth herein, the Client will not acquire any rights in or to any of the Intellectual Property Rights of the Contractor, nor will it take any action that may adversely affect or impair the Contractor's, or its licensor's, rights, title, and interest in or to their Intellectual Property Rights.

7.06 For the purposes of Section 117 of the United States Copyright Act and for any and all other purposes, the Contractor has, shall have, and shall retain, title, exclusive ownership rights and all Intellectual Property Rights and other rights and interests in the Confidential Information, in the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Confidential Information, including any derivative works resulting therefrom. Nothing herein shall be construed to effect any transfer of ownership.

ARTICLE 8. GENERAL PROVISIONS

(1) This Agreement, and any amendments thereto, constitutes the complete and entire agreement between Contractor and Client and supersedes and merges all previous communications, oral or written, and all other communications between Contractor and Client relating to the subject matter hereof. (2) If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates

the intent and economic effect of the original provision. (3) Any failure by Contractor to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision. (4) The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. (5) All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party. (6) Neither Party shall be liable for any non-performance due to any Force Majeure or similar causes, and such failure shall not constitute a breach of this Agreement. "*Force Majeure*" as used herein shall include, without limitation, fires, floods, earthquakes, other acts of God, explosion, strikes and other labor disputes, riots and civil disturbances, war, interruptions of power, and any other similar or dissimilar event or occurrence not within the reasonable control of the Party. The foregoing shall not apply to the Client's payment obligations hereunder. (7) Those sections that by their very nature survive the expiration or termination of the Agreement, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Key2Ed, Inc.

[CLIENT]

By: 

By: _____

Printed Name: Douglas Little

Printed Name: _____

Title: President

Title: _____

Date: 11/9/12

Date: _____

6. EDUCATIONAL ADMINISTRATION

6.4 Approval of Revisions to the Special Education Local Plan Area (SELPA)

BACKGROUND INFORMATION: Each Special Education Local Plan Area (SELPA) is required to have a local plan that has in place policies, procedures and programs that are consistent with state laws, regulations and policies regarding the administration of special education programs within its jurisdiction. Education Code Sections 56205-56208 describe in detail how the local plan is to be developed, what must be included in the plan and how and when the plan is to be amended.

The Sierra Sands SELPA Local Plan for Special Education was presented to the board of education for adoption on May 17, 2007. Since that time, it has been updated by revisions reflecting board policies related to the administration of the special education program as federal and state laws were added or amended. Because of the numerous changes in federal and state special education regulations, staff is presenting a complete updated Local Plan.

CURRENT CONSIDERATIONS: The revised Local Plan has been reviewed by the SELPA Community Advisory Committee and had at least 30 days in which to conduct the review prior to the submission of the plan to the board of education. In addition, input has been solicited from special education and general education teachers and district administrators.

Upon approval by the Sierra Sands Unified School District Board of Education, the Local Plan will be sent to the Kern County Superintendent of Schools for approval, and subsequently submitted to the California Department of Education, Special Education Division.

FINANCIAL IMPLICATIONS: An approved Local Education Plan is required in order for the district to receive federal and state funding. Currently federal and state funding for special education is approximately \$5 million.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board of education approve the SELPA Local Plan as presented.

SIERRA SANDS SELPA

SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY (LEA) ASSURANCES

1. FREE APPROPRIATE PUBLIC EDUCATION (20 USC § 1412(a)(1))

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21, inclusive, including students with disabilities who have been suspended or expelled from school.

2. FULL EDUCATIONAL OPPORTUNITY (20 USC § 1412(a)(2))

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils, to the extent possible.

3. CHILD FIND AND REFERRAL (20 USC § 1412(a)(3))

It shall be the policy of this LEA that all children with disabilities residing in the LEA, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method has been developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

4. INDIVIDUALIZED EDUCATION PROGRAM AND INDIVIDUALIZED FAMILY SERVICE PLAN (20 USC § 1412(a)(4))

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, implemented, reviewed and revised for each child with a disability who requires special education and related services. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. LEAST RESTRICTIVE ENVIRONMENT (20 USC § 1412(a)(5))

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of a student with a disability from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

6. PROCEDURAL SAFEGUARDS (20 USC §1412(a)(6))

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards required by Title 20 of the United States Code section 1415 throughout the provision of a free appropriate public education, including the identification, evaluation, and placement process.

7. EVALUATION (20 USC § 1412(a)(7); 34 CFR § 300.303; Ed.Code § 56381)

It shall be the policy of this LEA that all students with disabilities will be evaluated in accordance with Title 20 of the United States Code section 1414(a), (b) and (c). A reassessment of a student with a disability shall be conducted at least once every three years or more frequently, unless the parent and the public agency agree in writing that reassessment is unnecessary.

8. CONFIDENTIALITY (20 USC § 1412(a)(8))

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA) and in compliance with Title 20 of the United States Code section 1417(c).

9. PART C, TRANSITION (20 USC § 1412(a)(9))

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child

and family. An IEP or an IFSP will be developed and implemented by the child's third birthday.

10. PRIVATE SCHOOLS (20 USC § 1412(a)(10))

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools within the member district's jurisdiction shall be identified, assessed and provided with appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents. The LEA will consult with private school officials and representatives of parents of parentally-placed private children with disabilities regarding the provision of equitable services to such children.

If the LEA places a child with a disability in a private school or facility, the LEA will ensure that the child receives special education and related services in accordance with his/her IEP at no cost to his/her parents.

11. LOCAL COMPLIANCE ASSURANCES (20 USC § 1412(a)(11))

It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs: and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Improvement Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the provisions of the California Education Code, Part 30.

12. INTERAGENCY AGREEMENTS & COORDINATION (20 USC § 1412(a)(12))

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are provided, including the continuation of services during an interagency dispute resolution process. If an agency fails to provide a student with a disability with special education

and related services required for the student to receive a FAPE, the member district will ensure that the student receives such services.

13. GOVERNANCE (20 USC § 1412(a)(13))

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that member district or charter school is not eligible for assistance under this part will not be made without first affording that member district or charter school with reasonable notice and an opportunity for a hearing through the State Educational Agency. PERSONNEL QUALIFICATIONS (20 USC § 1412(a)(14))

It shall be the policy of this LEA to ensure that personnel providing special education and related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities, and meet the qualification requirements set forth in the California Education Code and its implementing regulations. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the CDE about staff qualifications.

14. PERFORMANCE GOALS & INDICATORS (20 USC § 1412(a)(15))

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

15. PARTICIPATION IN ASSESSMENTS (20 USC § 1412(a)(16))

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs with appropriate accommodations and alternate assessments where necessary and as provided in their IEPs. The IEP team determines whether a student will receive accommodations for assessments and/or will participate in alternate assessments, consistent with state standards governing such determinations.

16. SUPPLEMENTATION OF STATE/FEDERAL FUNDS (20 USC § 1412(a)(17))

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended for special education and related services provided to

children with disabilities under the IDEA and will be used to supplement and not to supplant state, local and other Federal funds .

17. MAINTENANCE OF FINANCIAL EFFORT (20 USC § 1412(a)(18))

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.

18. PUBLIC PARTICIPATION (20 USC § 1412(a)(19))

It shall be the policy of this LEA to ensure that there are public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities, prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

19. RULE OF CONSTRUCTION (20 USC § 1412(a)(20))

(Federal requirement for State Education Agency only)

20. STATE ADVISORY PANEL (20 USC § 1412(a)(21))

(Federal requirement for State Education Agency only)

21. SUSPENSION/EXPULSION RATES (20 USC § 1412(a)(22))

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to the development and implementation of the IEPs and use of positive behavioral interventions and supports will be revised.

22. ACCESS TO INSTRUCTIONAL MATERIALS (20 USC § 1412(a)(23))

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standard.

23. OVERIDENTIFICATION AND DISPROPORTIONALITY (20 USC § 1412(a)(24))

It shall be the policy of this LEA to prevent the inappropriate over identification or disproportionate representation by race and ethnicity of students with disabilities.

24. PROHIBITION ON MANDATORY MEDICATION (20 USC § 1412(a)(25))

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

25. DISTRIBUTION OF FUNDS (20 USC § 1411(e), 1411(f)(1-3))

(Federal requirement for State Education Agency only)

26. DATA (20 USC § 1418)

It shall be the policy of this LEA to provide data or information regarding students with disabilities to the California Department of Education that may be required by regulations.

27. READING LITERACY (State Board requirement, 2/99)

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

28. CHARTER SCHOOLS (Ed.Code § 56207.5)

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.

In accordance with Federal and State laws and regulations, Sierra Sands USD SELPA certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq., and implementing regulations under 34 CFR, Parts 300 and 303, 29 USC 794, 705 (20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the

provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the member district and the SELPA office.

Adopted this _____ day of _____, 20_____.

Yeas: _____ Nay: _____

Signed: _____,
Superintendent, Secretary to the Board of Education

Local Plan For Special Education

MANDATE

[Education Code (EC) § 56195]

Each special educational local plan area, as defined in subdivision (d) of Education Code section 56195.1. shall administer local plans submitted pursuant to Chapter 3 (commencing with Section 56205) and shall administer the allocation of funds pursuant to Chapter 7.2 (commencing with Section 56836).

GENERAL DESCRIPTION OF THE SELPA

[EC § 56195.1(d)]

Sierra Sands Unified School District is a single district special education local plan area that offers comprehensive special education services for students with exceptional needs. The service area encompassed within the geographic limits of the Sierra Sands Unified School District shall be known as Sierra Sands Special Education Local Plan Area (SELPA)..

Sierra Sands SELPA is a necessary, small SELPA in a non-metropolitan area that offers a comprehensive special education program and provides or contracts for all services to be provided within the district.

Sierra Sands Unified School District serves approximately 5,500 students and is located in the City of Ridgecrest. Ridgecrest is located on the Eastern side of the Sierra Nevada Mountain Range. Ridgecrest's population is predicted to grow from the present 29,627 to nearly 112,000 by 2040. Population growth is predicted to average 3%. Businesses and people will continue to be attracted to Ridgecrest by a lower cost of living, land, and labor. The outlying area, which includes Inyokern, is approximately 5,000.

The Sierra Sands Unified District covers 2,654 square miles in both Kern County and San Bernardino County. The nearest metropolitan city is Lancaster, which is located 95 miles or one and one half hours drive from Ridgecrest. The nearest neighboring school district is Trona Unified School District located over 35 miles from Sierra Sands Unified School District.

In the event that Sierra Sands Unified School District chooses to become a multi-district SELPA, the Board of Education shall cooperate with the County Superintendent of Schools and other local education agencies in the geographic area in planning this option.

GOVERNANCE AND ADMINISTRATIVE SUPPORT

[EC §§ 56195, 56195.1, 56205(a)(12)(A)]

The governing body of the SELPA shall be the Sierra Sands Unified School District Board of Education ("Board of Education").

The Sierra Sands Unified School District, pursuant to Section 56195 of the California Education Code, has the responsibility to adopt a plan in accordance with California Education Code section 56205 to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area, enrolled in Sierra Sands Unified School District or otherwise qualified. The SELPA shall be responsible for providing special education services for students with exceptional needs within the service area. Special education services will be provided as specified in the local plan for special education and Board policy.

It is the responsibility of Sierra Sands Unified School District to establish policies that will address the following areas as prescribed by the California Education Code: policy making process, public participation, administration of the plan, community advisory committee and regionalized services. The Community Advisory Committee for Special Education (CAC) serves in an advisory capacity to the Board and SELPA.

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS

The Sierra Sands Unified School District shall act as the administrative unit for the SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
2. Receipt and distribution of special education funds to accounts exclusively designated for special education.
3. The employment of staff to support SELPA functions.

The Pupil Services Department, under the leadership of the Executive Director, is the primary entity responsible for the administration of the local plan and assuring that the SELPA is in compliance with all applicable laws and regulations. It is the responsibility of the entire district, students, employees, and community to support the intentions of the law and be accountable for the collaborative implementation of the local plan for special education.

POLICY MAKING PROCESS

[EC §§ 56205(a)(12)(E), 56001(f), 56195.3(a), 56195.9]

The Board of Education is responsible for the submission of an adopted local plan for special education to the State Superintendent of Public Instruction and for establishing a local governance structure with necessary administrative support for implementing the plan. SELPA policies shall be adopted by the Board of Education at regularly scheduled public meetings and are included as part of the local plan for special education. Input may be received from parents, students, staff, public and nonpublic agencies and members of the public at large.

The functions of the Board of Education include the following:

1. Review, approve, and implement the local plan for special education to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by Sierra Sands Unified School District. (EC §§ 56195, 56205)
2. Hold public board of education meetings in compliance with state law.
3. Receive and allocate funds, including regionalized services and program specialists' revenues.
4. Assume responsibility and be fiscally accountable for the special education services operated by the SELPA.
5. Appoint members to the Community Advisory Committee for Special Education.
6. Approve interagency agreements with other agencies participating in the plan for the purpose of delivering services to students.
7. Contract with nonpublic schools and agencies when necessary to provide services to students.
8. Authorize placement of students in nonpublic settings, when necessary (EC § 56205(c))
9. Develop and adopt policies and administrative regulations related to the governance and operation of the SELPA.
10. Provide appropriate facilities for special education programs and services.
11. Ensure compliance with all elements of the local plan.
12. Designate the Executive Director as the official representative of the SELPA. The Executive Director has the authority to act as the Board designee to approve contacts, agreements, and other documents required to operate the SELPA and recommend policy revisions and adoptions to the Board of Education for adoption.

The policies, agreements, regulations and procedures adopted by the Board of Education may be contained in a variety of documents. (EC § 56205)

Policies shall include but not be limited to:

- Child Find
- Procedural safeguards

- Records and reporting requirements
- Programs and services
- Students and eligibility criteria
- Uniform procedures for notification, identification, referral, assessment, Individualized Education Plan (IEP) development, implementation, review, and revision and placement
- Transportation
- Independent Educational Evaluation (IEE)
- Complaints and hearings
- Private Schools
- Child Count
- Personnel Standards
- Participation in state/district-wide assessments
- Hospital/Foster/LCI/Juvenile Court schools
- Equipment and services
- Consideration of general education resources after referral

Policies Addressing Regionalized Services shall include but not be limited to:
[EC §§ 56205(a)(12)(B); 56205(b)(1)(F)]

- Interagency coordination and development of agreements
- Non-public school/agency coordination and development of master contracts including rate setting on behalf of member LEAs and uniform procedures for individual service agreements
- Provision of Program Specialist service
- Evaluation, program review, and data collection, as required
- Curriculum and program development, as required
- Provision of SELPA personnel and employment standards
- Provision of regionalized staff development
- Resource acquisition
- Resource allocation and distribution according to policy
- Dispute resolution to support parents and LEAs in solving conflict

- Coordination of necessary services
- Other responsibilities as assigned by the Executive Director/SELPA.

LOCAL PLAN DEVELOPMENT AND REVISION

Involvement of Teachers and Parents in the Development of the Local Plan [EC §§ 56195.3(a), 56205(a)(12)(E), 56195.9]

To ensure adequate and effective communication, the local plan will be developed and revised/updated cooperatively by a committee. The committee will include representatives of special and general education teachers and administrators selected by the groups they represent and with participation by representatives of the Community Advisory Committee or parents selected by the Community Advisory Committee. The Executive Director or designee will serve as committee chairperson.

Schedule of Regular Consultation Regarding Policy and Budget Development [EC § 56205(a)(12)(E)]

Revisions or amendments to permanent sections of the local plan will be considered during the Annual Service and Budget Plan process, unless a prior date is required. Amendment(s) will become permanent upon approval by the Board of Education and the State Board of Education.

Prior to the adoption or amendment of any policies or procedures/administrative regulations needed to comply with the federal or state law, a public hearing will be held in accordance with Board of Education policy. This will include adequate notice of the hearing and an opportunity for the general public, including parents of children with disabilities, to comment.

The Annual Budget Plan shall be developed, revised, and adopted as part of the district's annual budget process. The Annual Budget and Service Plans shall be adopted at a public hearing held during regularly scheduled Board of Education meetings. Notice of the hearing will be posted in each school at least 15 days prior to the hearing, as required by the California Education Code.

Public Participation [EC § 56205 (b)(1), (b)(2), (b)(4)]

Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions and concerns to the Executive Director by contacting the Executive Director by phone, letter or by scheduling an appointment. A parent or guardian may address the Board of Education during regularly scheduled Board of Education meetings as per the applicable bylaws. Requests For SELPA Membership: LEAs and Charter Schools
[EC § 56207.5]

A request by an LEA or a charter school to participate, as a local educational agency in the SELPA will not be treated differently from a similar request made by a school district. In reviewing and approving a request by a LEA or a charter school to participate as local educational agency in the SELPA, the following requirements shall apply:

The LEA or charter school shall participate in state and federal funding for special education and the allocation plan developed in the same manner as other LEAs of the SELPA.

The LEA or charter school shall participate in the governance of the SELPA in the same manner as other local educational agencies of the SELPA.

A redrafting of a new local plan and action by each member's governing body shall follow the approval of additional members to the SELPA by the Board of Education.

ADMINISTRATION OF THE PLAN

[EC § 56205(a)(12)(A)]

The local plan will be administrated by the Board of Education of the Sierra Sands Unified School District.

Sierra Sands Unified School District Board of Education

[EC § 56205(a)(12)(A)]

The Board of Education is elected by the citizens of the Sierra Sands Unified School District and is currently comprised of six elected school board members. In 2014, the Board will be comprised of five elected school board members. The Board appoints the District Superintendent, who participates in the selection of the Executive Director and makes a hiring recommendation to the Board. The Board designates the Executive Director as the individual responsible for administration of the local plan.

Responsibility of the District Superintendent

The District Superintendent is responsible to the Board of Education. The Superintendent designates responsibility for special education services operated by the SELPA and for implementing all requirements of the local plan. The responsibilities of the Superintendent include:

1. Providing leadership in support of the special education programs and services.
2. Recommending the adoption of SELPA policies to the Board of Education.
3. Participating in the selection process for SELPA administration and making hiring recommendations to the governing board.

4. Supervising or designating supervision of the Executive Director.
5. Recommending a district budget to the Board of Education, which includes the SELPA's budget plan and when required by the California Education Code, the SELPA's annual budget plan.
6. Receiving notification from the California Department of Education of due process hearings and compliance complaints.
7. The maintenance and operations of facilities provided for special education services.
8. Presenting nonpublic school placements to the governing board for consideration of the associated cost of placements.
9. Designating the responsibility for developing, revising and implementing the policies and procedures found in the local plan to the Executive Director.
10. Annually recommending to the Board of Education the modifications of special education programs that are included in the annual service and budget plans. Such modifications may be necessary to meet the changing needs of the students and/or changes in state or federal regulations.

Responsibility of the Executive Director

The Executive Director is hired by the Sierra Sands Unified School District using district personnel procedures. The recommendation for selection will include input from the Community Advisory Committee for Special Education. The Executive Director is responsible for the coordination of special education services and for implementation of the local plan. The Executive Director has the authority to implement local plan policies and procedures. The Executive Director shall participate in the Superintendent's Cabinet.

The Executive Director will hold an administrative credential and will have training and experience in special education law, budget, program planning and evaluation. The responsibilities of the Executive Director shall include the following:

1. Administers policies and procedures approved by the Board of Education.
2. Supervises the department to which special education programs and services are assigned.
3. Assists the Human Resources Department in recruiting, interviewing and recommending special education staff to the Board of Education for approval.

4. Assures that all of the following functions are performed in accordance with the local plan:
 - Coordination of the SELPA local plan area and implementation of the local plan.
 - Coordinated system of procedural safeguards including complaints, due process and local dispute resolution.
 - Coordinated system of staff development and parent education.
 - Coordinated system of curriculum development and alignment with the district's core curriculum and standards.
 - Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism.
 - Coordinated system of data collection and management.
 - Coordination of interagency agreements.
 - Coordination of services to medical facilities.
 - Coordination of services to licensed children's institutions and foster family homes.
 - Preparation and transmission of required special education reports.
5. Acts as liaison with and provides fiscal and logistical support to the Community Advisory Committee for Special Education.
6. Will provide oversight and evaluate placements in nonpublic, nonsectarian schools.
7. Fiscal administration of the special education/SELPA budget including monitor the appropriate use of federal, state, and local funds allocated for special education programs. [EC § 56205(a)(12)(D)(ii)(IV)]
8. Assign and supervises regionalized service staff including instructional support that may be provided by program specialists in accordance with 56836.23.
9. Assign and supervises staff, including itinerant services providers. Assist in the development of the annual budget plan and annual SELPA operations budget.

10. Coordinate the funds for low incidence services, equipment and materials in accordance with established procedures.
11. Apply for discretionary funds and other grants that become available to the SELPA.
12. Assist in the development and coordinate the implementation of agreements and contracts with non-public schools or agencies providing services to students with disabilities.
13. Assist in the development and coordinate the implementation of agreements with other SELPAs and agencies.
14. Assist in the identification of special education program and service needs for the SELPA.
15. Act as a liaison between and among the SELPA, the State Department of Education, the Community Advisory Committee, Federal Departments and elected government officials.
16. Update the Board of Education and others on legislative changes, proposals, trends, and related concerns.
17. Performs other duties as directed by the District Superintendent.

Responsibility of the Special Education Administrators And Program Specialists
[EC § 56205(a)(12)(D)(ii)]

Special education administrators and program specialists serve under the direction of the Executive Director. The Executive Director participates in the selection process and makes a recommendation for employment to the District Superintendent. Special education administrators will hold an administrative services credential and may directly supervise employees and the provision of services, and participate in the evaluation of employees.

Special education administrators and program specialists will hold a valid special education, clinical services credential, health services credential, pupil services credential, or school psychologist authorization, and will have advanced training and related experience in the education of children with exceptional needs. Special education administrators and program specialists provide direct instructional support in accordance with California Education Code section 56368 and perform the following functions:

1. Provide coordination, consultation, and program development.

2. Chair IEP meetings; assist with mediation, due process and compliance proceedings by providing special expertise and knowledge of special education law and regulations.
3. Provide direct instructional support in accordance with California Education Code section 56368. Work on a consultative basis with principals and administrators who operate special education programs.
4. Coordinate placement of students outside their district of residence.
5. Assist with dispute resolution and legal compliance.
6. Serve as liaison and consultant to other professionals, appropriate agencies and the community.
7. Other duties as assigned by Executive Director.

Regionalized Services

[EC §§ 56205(a)(12)(B), 56368(a-c), 56836.23]

Funds for regionalized operations and services and direct instructional support provided by program specialists are apportioned to the SELPA to ensure that the functions of the local plan are carried out.

Regionalized operations services are described per California Education Code section 56836.23 as:

1. Coordination and implementation of the special education local plan.
2. Coordinated system of identification and assessment.
3. Coordinated systems of:
 - Procedural safeguards.
 - Staff development and parent education.
 - Curriculum development and alignment with the core curriculum.
 - Internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism.
 - Data collection and management.

4. Coordination of interagency agreements.
5. Coordination of services to medical facilities.
6. Coordination of services to licensed children's institutions and foster families homes.
7. Preparation and transmission of required special education local plan area reports.
8. Fiscal and logistical support of the community advisory committee.
9. Coordination of transportation services for children with disabilities.
10. Coordination of career and vocational education and transition services.
11. Fiscal administration and the allocation of state and federal funds.
12. Direct instructional support that may be provided by program specialists.

Program specialists are knowledgeable of the full range of placement options within and outside of the SELPA. They assure students equal access to all programs and services; ensure placement of students in the least restrictive environment; arrange for specialized assessment; and serve as chairpersons for selected annual, three-year reassessments, and special Individualized Education Program (IEP) meetings. Program specialists make arrangements for classroom placements, prepare annual class lists and arrange transportation for students. When an expanded IEP meeting is convened to consider a more restrictive placement for a student, a program specialist will arrange and serve as chairperson for the meeting and arrange subsequent placement, when appropriate.

Program specialists assist the Executive Director with mediation, due process and compliance proceedings by providing special expertise and knowledge of special education law and regulations.

Direct instructional support provided by Program specialists in accordance with California Education Code section 56368 includes the following:

- Observe, consult with, and assist resource specialists, designated instruction and services instructors, and special class teachers.
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.

- Participate in each school's staff development, program development, and innovation of special methods and approaches by participating in district level planning committees such as curriculum and staff development that are committees that effect school level services.
- Provide coordination, consultation, and program development.
- Are responsible for assuring that pupils have full educational opportunity.

COMMUNITY ADVISORY COMMITTEE FOR SPECIAL EDUCATION (CAC)

[EC §§ 56190-94, 56205(a)(12)(C)]

Establishment of a SELPA CAC

It shall be the policy of the District/SELPA to establish a CAC for Special Education, as authorized by the California Education Code. Members shall be appointed by the Board of Education.

Advisory Capacity

[EC §§ 56190, 56191]

The CAC for Special Education shall serve only in an advisory capacity.

Members of the CAC are appointed by and responsible to the Board of Education. CAC members are responsible for contacting parent groups, program specialists, principals, community agencies or other appropriate groups for nominees for membership.

Appointment Procedure

(EC § 56191)

The Executive Director or designee submits the names of the nominees to the Superintendent for appointment by the Board of Education.

Term of Office

(EC § 56191)

When there is sufficient membership, the term of appointment is for at least two years and annually staggered to ensure that no more than one half of the membership serves the first year of the term in any one year. A term constitutes any portion of a calendar year.

Committee Composition

(EC § 56192)

Membership shall include parents of individuals with exceptional needs in public or nonpublic schools served by the SELPA, other parents of students enrolled in schools within the SELPA, students and adults with disabilities, general education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs.

Parent Majority (EC § 56193)

A maximum of fifteen members are appointed by the Board of Education as voting members on an annual basis. All other persons serve as advisory members. At least a majority of the appointed members must be parents of individuals with exceptional needs.

CAC Officers

The members of the CAC shall select a Chair and Vice-chair for two-year terms. Election for each office shall be in alternate years.

CAC Meetings

All CAC meetings shall be open to the public. A posting at each school shall minimally make notification of meetings. Participation of non-appointed attendees may be limited based on the number of attendees at the meeting and the nature of the agenda. The agenda shall be set by the Chair and Vice-chair in cooperation with the Executive Director. The Executive Director or designee shall serve as staff to the CAC.

CAC Responsibilities (EC § 56194)

The responsibilities of the CAC include, but are not limited to the following:

1. Advising the policy and administrative entity of the district/SELPA, regarding the development, amendment, and review of the local plan. The entity shall review and consider comments from the CAC.
2. Recommending annual priorities to be addressed by the plan.
3. Reviewing the local plan within 30 days of submission of the plan to the Department of Education.
4. Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan.
5. Encouraging community involvement in the development and review of the local plan.
6. Supporting legislation and other activities on behalf of individuals with exceptional needs.
7. Assisting in parent awareness of the importance of regular school attendance.

ANNUAL SERVICE DELIVERY PLAN

[EC § 56205(b)(2)]

The SELPA is required to submit an "Annual Service Delivery Plan" to the California Department of Education. The Board of Education shall conduct the public hearing as required prior to submission to the California Department of Education. The purpose of the Annual Service Delivery Plan is to provide the public with an overview of the programs and services available within the SELPA.

The Board of Education shall adopt policies to describe the uniform labels to be used in the SELPA to identify the continuum of program and service options available. Innovative service designs or the piloting of new options is encouraged. However, after one year of operation, the service must present the new service delivery model to the Board of Education for adoption.

The Board of Education may provide guidelines for staff patterns, student patterns, curriculum, and/or instructional methodology.

To assure that a full continuum of program options is available in the SELPA will work toward achievement of the following goals:

1. To the maximum extent possible, special education program and service options in general education environments will be available at local neighborhood schools.
2. Special education programs, to the maximum extent appropriate and possible based on students' needs, will be housed on regular school campuses and dispersed throughout the district.
3. The physical location of the program facilities will be assigned to support continuing social interaction with non-disabled students.
4. Individuals with exceptional needs will have equal access to all general education activities, programs, and facilities on the regular school site and participate in those activities as appropriate to their needs.
5. Placement outside of these guidelines, in alternative schools, charter schools, opportunity schools and classes, community day schools operated by either districts or county offices, or juvenile court schools, may be appropriate when justified and documented by the IEP process.

ANNUAL BUDGET PLAN

The SELPA is required to submit an "Annual Budget Plan" to the California Department of Education. The Board of Education shall conduct the public hearing as required prior to submission of the plan to the California Department of Education. The purpose of the

Annual Budget Plan is to provide the public with an overview of the resources available for special education services.

Distribution Of Special Education Resources For Operation Of Special Education Programs And Services
[EC § 56205(b)(1)]

The Special Education Funding Reform Act of 1996 blended state apportionment, federal local assistance, property tax, and other sources for the distribution of special education funding to SELPAs.

The Board of Education shall adopt policies for the allocation of Special Education Resources to the cost of special education programs and services through the district's budget process. The budget process shall specifically address the use of the following funds if received:

- State Apportionment
- Property Tax although currently received by the Kern County Office of Education
- Federal Local Assistance
- Federal Preschool Grants
- Infant Units
- Infant Grants
- Inservice Grant
- Special education revenue limit for special day class and non-public school attendance including the Extended School Year
- Non-Public School Excess Costs
- Licensed Children's Institution and Non-Public School reimbursement
- Other funds restricted to special education.

The SELPA shall establish and maintain the appropriate accounting records in accordance with and required by State and Federal laws. These funds shall be expended in accordance with all State and Federal laws. State and federal funds that are restricted shall not be used for other purposes except as permitted by law.

Allocation Of Regionalized Service Funds

Regionalized services and program specialist funds shall be allocated to support regionalized services and other administrative costs of the plan in accordance with this plan and the standards in state law. The Board of Education shall review and adopt an expenditure plan for the utilization of these funds in accordance with the California Education Code.

Process For The Utilization Of Low-Incidence Funds

Low Incidence Equipment Funds and Low Incidence Service Funds are restricted in use for students in the following disability categories: hard of hearing, deaf, visual disability, orthopedically impaired and deaf-blind. The Board of Education shall adopt policies and regulations to administer use of these funds as required by law.

COMMUNITY ADVISORY COMMITTEE CERTIFICATION

[EC §56205(b)(6)]

Certification of Participation, Compatibility, and Compliance Assurances is located in the Certification Section of Local Plan (See above for the Community Advisory Committee operating procedures).

LITERACY

[Article 1.1 State Requirements]

All students with special needs will have the opportunity to participate in the general education curriculum to the extent determined by the IEP team. The IEP team will consider the special needs of a student on an individual basis. One of the areas of participation will be the California Reading Initiative. All special education instructional personnel will participate in staff development inservice opportunities in the area of literacy that include:

1. Information about current literacy and learning research
2. State adopted standards and frameworks
3. Increased participation of students with disabilities in statewide student assessments
4. Research based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

All students with disabilities will have full access to:

1. All required core curriculum, including state adopted core curriculum text books and supplementary text books
2. Instructional materials and support in order for students with disabilities to attain higher standards in reading.

DISPUTE RESOLUTION PROCESS

[EC § 56205(b)(5)]

In the event of a disagreement among local SELPA members (i.e., the District, charter schools), the Board, and/or the Community Advisory Committee concerning special education related matters, including but not limited to matters concerning the interpretation of the SELPA Local Plan, the distribution of funding, the responsibility for services, or other governance activities, the disputing parties shall first attempt to informally resolve the dispute. It is the intent of the SELPA that disputes be resolved at the lowest level possible. If settlement is not reached at the informal level, the Executive Director shall mediate the dispute. Any dispute not successfully resolved by the Executive Director shall be referred to the Board of Education for mediation.

If any party involved in a disagreement is a voting member of the Board of Education, the alternate for that district/office will replace the voting member during the resolution of the dispute. This policy is intended to resolve disagreements within a period of 45 days.

If either party disagrees with the recommendation of the Board, and the dispute relates to the distribution of funding, the responsibility for service provision or other governance activities within the Local Plan, the dispute shall be submitted for arbitration and the decision shall be a final binding arbitration.

CONSIDERATION OF GENERAL EDUCATION RESOURCES

[EC §§ 56205(b)(7); 56303]

The SELPA shall ensure that a student will be referred to special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. Such resources may include, but not be limited to, student study teams, early literacy programs and remedial programs.

IDENTIFICATION/REFERRAL/ASSESSMENT/PLANNING/IMPLEMENTATION/ REVIEW

Sierra Sands procedures for identification/referral/assessment/planning/implementation are found in pages 1-10 of the Procedural Guide.

NPS MONITORING

[EC § 56205(c)]

1. Procedures for Ensuring that all IEP Requirements for Nonpublic, Nonsectarian Students are met:
 - The local educational agency contracts with nonpublic, nonsectarian schools and shall evaluate the placement of its student(s) in such schools on at least an annual basis as part of the annual IEP review. The local educational agency representative shall review the master contract, the individual services agreement, and the IEP to ensure that all services agreed upon and specified in the IEP are provided.
 - The local educational agency must provide the nonpublic school (NPS) with the name of a representative to contact regarding any concerns about the student's progress. That representative should monitor periodic progress reports and attend the student's IEP meetings.
2. Procedures for Evaluating Progress of Students in Nonpublic, Nonsectarian Schools:
 - Nonpublic, nonsectarian schools are required by the master contract and the IEP to annually evaluate the students to determine if they are making appropriate educational progress. The local educational agency representative shall collaboratively review with the parent and the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring student progress. The local educational agency may choose to administer additional assessments as necessary, with parent consent, to determine whether the student is making appropriate educational progress.

SPECIALIZED EQUIPMENT AND SERVICES

[EC § 56206]

The SELPA shall maintain adaptive technology materials and the distribution of low incidence equipment. Specialized equipment and services shall be provided to each eligible student with disabilities at his/her school, thereby reducing the need to serve students in isolated sites.

PART C, INFANT TO PRESCHOOL TRANSITION STATEMENT

It is the intent of the SELPA to participate in a local interagency agreement with Kern Regional Center to provide services for children eligible under Part C of the Individuals with Disabilities Act of 1997. Early education program descriptions and transition to

preschool procedures will be submitted as part of the Annual Service Plan. The Interagency Agreement will be included as an Appendix to the Local Plan.

APPENDIX

Part C Infant to Preschool Transition-Interagency Agreement

PROCEDURAL GUIDE NOTES

IDENTIFICATION, REFERRAL, ASSESSMENT, PLANNING, IMPLEMENTATION & REVIEW

Identification and Referral

Students enrolled in schools within the Sierra Sands SELPA, including private schools, who are identified through the search process shall be referred to the Sierra Sands Unified School District (District) for assessment. The assessment, individual education program (IEP) development, placement and program review procedures outlined in the Sierra Sands SELPA Procedures Manual shall be followed.

School-age pupils not enrolled in school and preschool pupils who are identified through child find activities shall be referred to the District for screening and/or assessment. Infant referrals will follow the procedures required by law.

Students with disabilities residing in Licensed Children's Institutions or other residential facilities located within the District's jurisdictional boundaries shall be referred to the District. Persons with disabilities residing in Juvenile Court Schools shall be referred to the County.

All referrals for special education and related services shall initiate the assessment process and must be documented. When a verbal referral is made, the District or SELPA staff must offer to assist the individual with putting the request in writing, and must assist the individual if he or she requests assistance.

If the District needs assistance in identifying a pupil's needs, the assessment services available through a State Special School may be utilized. All referrals to the State Special Schools for assessment shall be made utilizing the referral procedures established by the State Special Schools.

The District may also utilize available public resources for assessment purposes, such as those available through County Mental Health, Vocational Rehabilitation, California Children's Services, the Regional Center. Private assessment resources may also be utilized if determined necessary by the District.

A referral is a written request for assessment to identify an Individual With Exceptional Needs made by the student's parent or guardian, the student's teacher or other service provider, or a foster parent of the student. Referrals received from teachers, parents, pupils, non-educational agencies, or non-public schools shall be processed by the District according to standard referral procedures.

Referrals to the District

When a referral for assessment is received by the District, the special education staff members will determine if program modifications in the regular classroom have been

made prior to the referral. Additional review may include: a review of records, a conference with the referring person, and/or an observation of the pupil to determine which assessment instruments may be necessary.

When a student is referred for an initial assessment to determine whether the child is an individual with exceptional needs and to determine the educational needs of the child, these determinations shall be made, and an IEP meeting shall occur, within 60 days of receiving parental consent for the assessment. The 60-day time period does not apply if:

- The parent repeatedly fails or refuses to produce the child for the assessment; or
- The student enrolls in the District after the 60-day time period commenced but prior to a determination by his/her previous school district of whether the student is an individual with exceptional needs. This exemption only applies if the District is making sufficient progress to ensure prompt completion of the assessment and the parent and District agree to a specific date by which the assessment must be completed.

After a student has been found eligible for special education and related services, a proposed written assessment plan for an assessment to determine the educational needs of a child must be developed and given to the parent for approval within fifteen (15) calendar days of the referral for assessment, not counting calendar days between the student's regular school sessions or terms or calendar days of school vacation in excess of five schooldays, unless the parent or guardian agrees in writing to an extension. However, if a referral is made 10 days or less before the end of the regular school year, the assessment plan shall be developed within 10 days after the beginning of the subsequent regular school year. A copy of the parent's or guardian's rights must be attached to the assessment plan. Parent permission for release of information can be obtained at the same time, if appropriate. Parents must have at least fifteen (15) calendar days from receipt of the assessment plan to make a decision.

- When there is initial evidence of a severe disability condition likely to require special education in a special day class, non-public school, or State school, the referral shall be made directly to the SELPA Director or forwarded to the SELPA Director by the individual receiving the referral.

Assessment

Initial Assessment: When a pupil is referred to the District for an initial assessment, the District shall:

- Designate multidisciplinary members of the special education staff to review the referral, pupil records, and/or other available documents concerning the student.
- Designate the members of the special education staff to develop an assessment plan which will assess in all areas of suspected disability.

The District must contact the parents within fifteen (15) calendar days of the referral and explain:

- The Parent and Student Rights Document.
- The Assessment Plan, which includes an explanation of the types of assessments to be conducted.

Testing and Assessment Criteria: Testing and assessment materials and procedures shall be selected and administered so as not to be racially, culturally, or sexually discriminatory. The materials and procedures shall be provided in the student's native language or mode of communication, unless it is clearly not feasible to do so. Assessments shall meet all of the following requirements:

- Are provided and administered in the language and form most likely to yield accurate information about what the student knows and can do academically, developmentally, and functionally, unless infeasible.
- Have been validated and are reliable for the specific purposes for which they are used.
- Are administered by trained and knowledgeable personnel in conformance with instructions provided by the producer of the tests and other assessment materials. If an interpreter is used, caution must be taken to assure the validity of the test findings and that documentation of the procedures used is included in the assessment report.
- Are tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient.
- Are selected and administered to best ensure that a test administered to a pupil with impaired sensory, manual, or speaking skills produces test results that accurately reflect the pupil's attitude, achievement level, or any other factors the test purports to measure, and not the pupil's impaired sensory, manual, or speaking skills unless those skills are the factors the test purports to measure.
- No single measure or assessment shall be used as the sole criterion for determining whether a student is an individual with exceptional needs or determining an appropriate educational program for a student with a disability.

The pupil shall be assessed in all areas related to the suspected disability including, where appropriate, health and development; vision, including low vision; hearing; motor abilities; language function; general intelligence; academic performance; communicative status; social emotional status; career and vocational abilities and interests; self-help; and orientation and mobility skills. When appropriate, a developmental history shall

also be obtained. For pupils with residual vision, a low vision assessment shall be provided in accordance with guidelines established by law.

Psychological assessments shall be conducted by a credentialed school psychologist and health assessments shall be conducted by a credentialed school nurse or physician.

The District's use of intelligence quotient ("IQ") testing of African American students has been suspended and alternative assessment instruments must be used. Previous IQ testing results have been placed in a sealed file for the students.

Assessment Plan: The member of the student's IEP team who is designated as the case manager shall develop the assessment plan based upon the referral information, a review of the student's records, and conferences with the student's teacher(s), appropriate Designated Instruction and Service (DIS) providers, and other school personnel.

Parent Notification of Assessment Plan: A student's parent shall be given, in writing, a proposed assessment plan within fifteen (15) days of a referral or request for an assessment or an IEP team's decision to reassess. A copy of the notice of Individual and Parent Rights shall be attached to the assessment plan. The assessment plan shall:

- Be in language easily understood by the general public.
- Be in the primary language of the parent or other mode of communication used by the parent, unless to do so is clearly not feasible.
- Explain types of assessment to be conducted.
- State that no IEP will result from the assessment without the written consent of the parent.

No assessment shall be conducted nor shall any special education placement be made without the express written consent of the parent, unless the District obtains an order or decision in a due process hearing authorizing the District to assess a student or implement an IEP absent parental consent. Each parent shall have at least fifteen (15) days after receipt of the proposed assessment plan to arrive at a decision. However, if the parent provides written permission sooner, the assessment may begin immediately upon receipt of that consent.

Multidisciplinary Assessment: The assessment shall be completed by a multidisciplinary group of persons, consistent with federal law and regulations. Children under the age of five must be observed in an appropriate setting.

Those persons assessing a pupil shall maintain a complete and specific record of

diagnostic procedures and assessments employed, the instruments utilized, the conclusions reached, and the proposed education or treatment alternatives indicated by the assessment results.

A pupil may be referred, as appropriate, for further assessment and recommendations to the California Schools for the Deaf and Blind or the Southern California Diagnostic Center.

Pupils Transferring into the Sierra Sands SELPA:

Whenever a pupil transfers into the Sierra Sands SELPA from a California school district outside the Sierra Sands SELPA, and was previously enrolled in a special education program, the District shall provide the pupil with a free, appropriate public education (FAPE), including services comparable to those provided in the previously approved IEP for a period not to exceed thirty (30) days. This program shall be known as an Interim Administrative Placement. During the thirty (30) day period, the appropriateness of the placement and services must be evaluated and an IEP meeting held. During that IEP meeting, the IEP team must either adopt the previously approved IEP or develop, adopt, and implement a new IEP.

When a pupil transfers into the Sierra Sands SELPA from a school district located outside of California, the District shall provide the pupil with a FAPE, including services comparable to those described in his or her previously approved IEP until the District conducts an assessment, if determined necessary by the District, and develops a new IEP, if appropriate.

Assessment Report

All members of the IEP team participating in the assessment of the pupil shall communicate their findings to the IEP team in the form of written reports.

Assessment results must be documented and contain the following information:

- Results of the tests administered;
- A statement regarding the validity of the assessment;
- Whether the student may need special education and related services;
- The basis for making the determination regarding whether the student may need special education and related services;
- The relevant behavior noted during the observation of the student in an appropriate setting;
- The relationship of that behavior to the student's academic and social functioning and areas of needs;
- The educationally relevant health, developmental, and medical findings, if any;

- A determination concerning the effects of environmental, cultural or economic disadvantage, when appropriate;
- The need for specialized services, materials, and equipment for students with low incidence disabilities;
- For pupils with learning disabilities, whether there is such a discrepancy between achievement and ability, that it cannot be corrected without special education and related services.

Eligibility

A student's IEP team must determine whether he or she is eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA) and related California law.

A student qualifies for special education services under the IDEA if he or she has one of the following disabilities and, due to the disability, needs special education:

- an intellectual disability
- a hearing impairment (including deafness)
- a speech or language impairment
- a visual impairment (including blindness)
- a serious emotional disturbance
- an orthopedic impairment
- autism
- traumatic brain injury
- another health impairment
- a specific learning disability
- deaf-blindness
- multiple disabilities

Ineligibility

Students are ineligible for special education if the IEP team determines, based on the results of the assessment, that the student's educational needs are due primarily to:

- limited English proficiency;
- a lack of instruction in reading or mathematics;
- a temporary physical disability;
- social maladjustment; or
- environmental, cultural, or economic factors

Exit Criteria

Students will be exited from special education if the IEP team determines, based on the results of the assessment, that the student no longer meets the eligibility criteria.

Students will be exited from special education without an assessment if they obtain a regular high school diploma or reach 22 years of age.

Right to an Independent Assessment

A parent may have the right to an independent educational evaluation (IEE) at public expense if he/she disagrees with an evaluation completed by the District. A parent may only request one publicly-funded IEE for each evaluation completed by the District with which the parent disagrees.

A parent must inform the District that:

- The parent disagrees with the District's evaluation, and
- The parent requests an IEE at public expense.

The District may ask for the parent's reason(s) for disagreeing with the District's evaluation, but the parent is not required to provide those reasons. The District may offer to conduct another evaluation using its own personnel. However, if the parent does not agree to another District evaluation, the District must, without unnecessary delay, respond to the parent's request by either ensuring that an IEE is provided at public expense or initiating a due process hearing to defend its evaluation.

If the District initiates a hearing and the final decision is that the District's evaluation is appropriate, the parent still has the right to a private evaluation, but not at public expense. If the parent obtains an independent evaluation at private expense, the results of the evaluation:

- Must be considered by the District, if the evaluation meets District criteria, in any decision made with respect to the provision of FAPE to the student; and
- May be presented as evidence at a due process hearing regarding that student.

Annual Review and Three-Year Assessment

A reassessment of a student with a disability served by Sierra Sands SELPA or District shall be conducted if the student's IEP team determines that conditions warrant reassessment or if the student's parent, service provider, teacher, or other appropriate staff member requests an updated assessment. A reassessment shall not occur more than once a year, unless the parent and the District agree otherwise. The District must reassess a student with a disability at least once every three years, unless the parent and the District agree, in writing, that a reassessment is unnecessary.

When conducting a reassessment, the IEP team shall review existing evaluation data on the student, including evaluations and information provided by the parents, current classroom-based assessments and observations, and teacher and related service providers' observations of performance.

On the basis of such a review and input from the parents, the IEP team shall identify what additional data, if any, is needed to determine:

- Whether the student continues to have a disability under the IDEA,
- The student's present levels of performance and educational needs,
- Whether the student continues to need special education and related services, and
- Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals in his or her IEP and to participate, as appropriate, in the general education curriculum.

If the IEP team and other qualified professionals, as appropriate, determine that no additional data is needed to determine if a student continues to be a student with a disability and to determine the educational needs of the child, the District shall notify the parents of that determination and the reasons for the decision. The District shall also notify the parents of their right to request an evaluation to determine the student's eligibility and educational needs. The District is not required to conduct an assessment, unless requested by the parents. The reassessment shall include a vision and hearing screening, unless parental permission is denied.

Individualized Education Program Development

Each meeting to develop, review or revise the IEP of a student with a disability shall be conducted by an IEP team.

The IEP team shall include:

- one or both of the student's parents,
- at least one general education teacher (if the student is or may be participating in the general education environment),
- at least one special education teacher or, where appropriate, at least one special education provider of the student,
- a District representative who is qualified to provide or to supervise the provision of specially designed instruction to meet the student's unique needs and is knowledgeable about the general education curriculum and the availability of resources of the District,
- an individual who can interpret the instructional implications of evaluation results (may be a member listed above),
- if appropriate, the student, and
- at the discretion of the parent or District, any other individuals who have knowledge or special expertise regarding the student.

When the student's assessment results indicate that he or she may need a specific related service in order to benefit from his or her special education, the District shall ensure that a qualified provider of that service either attends the IEP meeting . or contacts the parent to explain the results of the assessment.

For a student suspected of having a learning disability, at least one member of the IEP team shall be qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher. At least one member of the IEP team must be a person who has observed the student's academic performance and behavior in the student's learning environment, including in the regular classroom setting. If the student is younger than school age or is not enrolled in school, a team member shall observe the student in an environment appropriate for a student of that age.

The District shall invite the student to attend his or her IEP meeting if a purpose of the meeting will be to consider postsecondary goals and transition services needed to assist the student in reaching those goals. If the student does not attend the IEP meeting, the District shall ensure that his or her preferences and interests are considered. To the extent appropriate, with the parents' consent or student's consent if the student is 18 years of age or older, the District shall invite a representative of a

participating agency that is likely to be responsible for providing or paying for transition services.

A general education teacher, special education teacher, District representative, or individual who can interpret instructional implications of assessment results shall not be required to attend an IEP meeting, in whole or in part, if the parent and the District agree, in writing, that the attendance of the team member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting.

A general education teacher, special education teacher, District representative, or individual who can interpret instructional implications of assessment results may be excused from attending an IEP meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if both of the following occur:

- The parent, in writing, and the District consent to the excusal after conferring with the member, and
- The member submits, in writing, to the parent and the IEP team input into the development of the IEP prior to the meeting.

The parent shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings relating to eligibility for special education and related services, recommendations and program planning.

The Role of the Parents at an IEP Team Meeting

As equal members of the IEP team, parents of a student with a disability shall be encouraged to participate in developing, reviewing, and revising the student's IEP. Parents shall be informed about the IEP process and translators, or signers, must be provided when necessary. If the District is unable to locate the parents or a court removes the parents' right to preside over the student's educational program, the District must appoint an educational surrogate to participate in the IEP process on behalf of the student. An IEP meeting will be held without a parent present only after repeated efforts to persuade the parent(s) to attend have failed.

Educational Surrogate Parents

The Sierra Sands SELPA and/or District shall appoint a surrogate parent for a child when:

- No parent can be identified;
- The District, after reasonable efforts, cannot discover the whereabouts of a parent; or

- The student is adjudicated a ward or dependent of the court, the court has specifically limited the right of the parent or guardian to make educational decisions for the student, and the student has no responsible adult to represent him or her.

The District shall select, as a first preference, a relative caretaker, foster parent of the student or court appointed special advocate. If none of these individuals is willing or able to act as a surrogate parent, the District shall select a surrogate of its choice.

The District shall ensure that a person selected as an educational surrogate meets the following criteria:

- Has no interest that conflicts with the interest of the student he or she represents.
- Has knowledge and skills that ensure adequate representation of the student.
- Is not an employee of the State Department of Education, the District, or any other agency which is involved in the education or care of the student.

The following apply to a surrogate parent:

- A surrogate parent may represent an individual with exceptional needs in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the IEP, and in other matters relating to the provision of a FAPE to the individual.
- A surrogate parent's role includes the provision of written consent to the IEP, including non-emergency medical services, mental health treatment services, and occupational or physical therapy services.
- A surrogate parent may sign any consent relating to IEP purposes.
- A surrogate parent shall be held harmless by the State of California when acting in his or her official capacity, except for acts or omissions which are found to have been wanton, reckless, or malicious.
- A surrogate parent shall also be governed by the California Government Code.

In the event that a culturally and ethnically matched educational surrogate parent cannot be found, the LEA will appoint an interim educational surrogate parent when decisions regarding special education services are imminent.

The District shall terminate the appointment of the surrogate parent if he or she:

- Is not performing the duties of a surrogate parent; or

- Has an interest that conflicts with the interests of the child entrusted to his or her care.

Specific guidelines for the use of an educational surrogate is contained in policy and administrative regulation.

Additional Assessment by State Schools

When assessment of certain students is beyond the capacity of the District or when additional assessment is required, the student may be referred to one of the California Schools for Deaf and/or Blind or one of the Diagnostic Schools. Such referrals shall follow procedures developed by the appropriate State school. Responsibility for arranging this additional assessment with the State schools shall lie with the IEP team.

Circumstances in Which the IEP Team Will Meet

The IEP team shall meet to review assessment results, determine eligibility, determine the contents of a student's IEP, and make program placement recommendations. The IEP team shall meet whenever the following occurs:

- A student has received a formal assessment.
- The student's placement, instruction, services, or any combination thereof must be developed, changed, or terminated.
- The student demonstrates a lack of anticipated progress.
- The parent, teacher or service provider requests a meeting to develop, review, or revise the IEP.
- At least annually to review the student's progress, the IEP, the appropriate placement, and to make any necessary revisions.
- Triennially for students receiving special education.
- A general or special education teacher requests a review of the assignment of an individual with disabilities to his/her class. The IEP team must determine if the review requires a change in the student's placement, instruction, related services, or a combination of such services. The District is responsible for determining personnel responsible (such as the primary special education provider or case manager) for the review.

Services to be provided by an Agency Other than the District

(e.g., Regional Center, Head Start, California Children Services, Mental Health)

The IEP team chairperson or designee shall review the case record to determine involvement of other agencies. If other public or private agencies have been providing services, the IEP team chairperson or designee will, with parent written consent:

- Contact the agency to ascertain the extent of its involvement.
- Request the agency's participation in the assessment plan development and implementation, if appropriate.
- Request the agency's participation in the IEP process and the Individualized Transition Program Process for providing vocational/career education and transition, if appropriate.
- Request reports and records from the agency providing services.

The IEP team chairperson may request an agency's participation in the IEP process if the agency has a service that may be required by the student and the service is, through interagency agreement, the responsibility of the agency.

IEP Development

An IEP shall be developed within sixty (60) days, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) schooldays, from the date of receipt of the parent's written consent for assessment, unless the parent agrees in writing to an extension.

Whenever parents make a verbal request for assessment, the District shall inform them that the request must be in writing and the District shall assist them with filing a written request.

An IEP shall not be developed for students who are not found eligible for special education programs and services.

Contents of the Individualized Education Program

The IEP is a written document developed during an IEP team meeting for students who are eligible for special education and related services under the IDEA.

The IEP shall include, but need not be limited to, all of the following:

- A statement of the student's present levels of academic achievement and functional performance, including the following:
 - The manner in which the student's disability affects his or her involvement and progress in the general education curriculum.
 - For a preschool age child, as appropriate, the manner in which the disability affects the child's participation in appropriate activities.
 - For individuals with exceptional needs who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives.

- A statement of measurable annual goals, including academic and functional goals, designed to do the following:
 - Meet the student's needs that result from his or her disability and enable to student to be involved in and make progress in the general education curriculum.
 - Meet each of the other educational needs that result from the student's disability.
- A description of the manner in which the student's progress toward meeting the annual goals will be measured and when periodic reports on the student's progress toward meeting the goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided.
- A statement of the special educational and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student and a statement of program modifications or supports for school personnel that will be provided in order for the student to do the following:
 - Advance appropriately toward attaining the annual goals;
 - Be involved in and make progress in the general education curriculum and participate in extracurricular and other nonacademic activities; and
 - Be educated with and participate with other individuals with exceptional needs and non-disabled students.
- An explanation of the extent, if any, to which the pupil will not participate with nondisabled pupils in regular classes, the general education curriculum, and extracurricular and other nonacademic activities.
- A statement of individual appropriate accommodations that are necessary to measure the student's academic achievement and functional performance on state and district-wide assessments.
- If the IEP team determines that the student shall take an alternate assessment instead of a particular state or district-wide assessment of student achievement, a statement of the following:
 - The reason why the student cannot participate in the regular assessment.
 - The reason why the particular alternate assessment selected is appropriate.
- The projected date for the beginning of the services and modifications in the IEP and the anticipated frequency, location, and duration of those services and modifications.

- Beginning at least one year before the student reaches the age of 18, a statement that the student has been informed that his or her rights will transfer to him or her upon reaching age 18.
- Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following shall be included:
 - Appropriate measurable postsecondary goals based on age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
 - The transition services, including courses of study needed to assist the student in reaching these goals.
- When appropriate, the IEP shall also include, but not be limited to, all of the following:
 - For students in grades 7 to 12, any alternative means or modes necessary for the student to complete the prescribed course of study and to meet or exceed proficiency standards for graduation.
 - For individuals whose native language is other than English, linguistically appropriate goals, objectives, programs and services.
 - Extended school year services, if the IEP team determines, on an individual basis, that the services are necessary for the student to receive a FAPE.
 - Provision for transition into the regular class program if the student is to be transferred from a special class or non-public, non-sectarian school into a regular class in a public school for any part of the school day, including the following:
 - > A description of activities provided to integrate the student into the regular education program which indicates the nature of each activity, and the time spent on the activity each day or week.
 - > A description of the activities provided to support the transition of the student from the special education program to the regular education program.
 - Behavior intervention plans when appropriate. (refer to Handbook)
 - For pupils with low incidence disabilities, specialized services, materials and equipment as determined by IEP team and consistent with state guidelines.

The IEP shall:

- Be provided to the parents and, when requested, translated into the primary language of the parent.

- Be provided to teachers and service providers serving the student.
- Be developed to identify the continuity among the assessment, academic and functional levels of performance, the goals and objectives and the specific placement and services to be provided.

Achievement of IEP Objectives

The Sierra Sands SELPA shall ensure that the special education and related services in a student's IEP are provided. However, the Sierra Sands SELPA recognizes that some students may not meet or exceed the growth projected in the annual goals or objectives in their IEPs.

Assessment of Pupils to be enrolled in Non-Public Schools or State Special Schools

The entire assessment process and IEP development for students who may be enrolled in non-public schools shall be conducted in the same manner described above. If a student is already placed in a non-public school, or if the parent seeks placement in a specific non-public school, a representative from the non-public school may be invited to participate in the IEP meeting. Development of IEPs for students who may be enrolled in State schools shall be conducted in accordance with standards and procedures developed by those State schools.

Partial Implementation of IEPs

The District shall obtain parental consent before implementing a student's IEP. If the parent consents in writing to the receipt of special education services, but does not consent to all the components of the IEP, those components to which the parent has consented shall be implemented without delay.

Components to which the parent does not consent may become the basis for a due process hearing. The parent may withdraw consent at any time through written notification to the District.

Implementation of the Continuum of Program Options

California's commitment to the provision of services to individuals with exceptional needs in the least restrictive environment is clearly stated in the California Education Code, which refers to special education as an integral part of the total public education system. The California Education Code requires school districts to provide education in a manner that promotes maximum interaction between children with disabilities and non-disabled children, in a manner that is appropriate to the needs of both.

This commitment is further stressed in California Education Code section 56303, which provides that:

- A pupil shall be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized.

Policies for implementing this intent statewide are based on the principle that individuals with exceptional needs should, to the extent appropriate, receive their education in environments with non-disabled peers. This principle maintains that both non-disabled students and students with disabilities are most successfully educated in a shared environment where qualities of understanding, cooperation and mutual respect are nurtured.

It is also the intent of federal and state statutes and regulations that individuals with exceptional needs attend the same public school as non-disabled students in their neighborhood unless the IEP team determines that a student requires placement in a different location in order to receive a FAPE.

Therefore, placement in an educational environment other than a regular class should be considered only when the IEP team determines that the nature or severity of the student's disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Both federal and state regulations mandate the provision of:

- "... a full continuum of program options ... to meet the educational and service needs in the least restrictive environment."

In all instances, the IEP team determines the extent to which an individual with exceptional needs participates in the general education environment with non-disabled students. The determination of appropriate program placement, related services needed, and curriculum options to be offered must be made by the IEP team based upon the unique needs of the student with disabilities rather than his or her eligibility category or the availability of programs or services.

Children with disabilities are included in general statewide and district-wide assessment programs, with or without appropriate accommodations and alternate assessments where necessary, as determined by the students' IEP teams and included in their IEPs. The accommodations should address the student's specific disability, should be consistent with the student's IEP and with the modifications being provided for his or her instruction in the District's curriculum. The accommodations to be provided must be listed on the program and services page of the student's IEP.

State guidelines for the participation of children with disabilities in alternate assessments must be followed. The IEP must contain a statement of the alternative form of assessment that will be provided, the reason that the student cannot participate in the state and/or district-wide assessment, and the reason why the particular alternate assessment selected is appropriate for the student. In general, students should not be exempted from statewide and/or district-wide assessments unless no appropriate testing accommodations can be devised.

The scores of students with disabilities who participate in the assessment without accommodations or with standard accommodations will be reported in the grade level aggregated scores. The scores of those who took the test using nonstandard accommodations will not be included with those of their classmates in the grade level composite. The scores of students who participated in alternate forms of assessment are not included in the grade level composite and are reported to the state separately.

To summarize California's position on the least restrictive environment for individuals with exceptional needs receiving a public education, the State Department of Education heartily concurs with the Legislature in its declaration that:

Special education is an integral part of the total public education system and... promotes maximum interaction between children or youth with disabilities and children and youth who are not disabled...

In order to ensure that students are educated in the least restrictive environment, the District shall do the following:

- To the maximum extent appropriate, ensure that individuals with exceptional needs, including children in public or private institutions or other care facilities, are educated with children without disabilities.
- Ensure that students with disabilities will only be placed in special classes, separate schools or otherwise removed from the general education environment if the nature or severity of the student's disability is such that education in the general education environment with the use of supplementary aids and services cannot be achieved satisfactorily.

The District shall ensure that a continuum of program options is available to meet the needs of students with disabilities through the age of 21 for special education and related services, as required by the IDEA and related federal regulations. The continuum of program options available shall include all of the following or any combination of the following:

- General education programs
- Instructional support services
- Designated instruction and services
- Resource specialist program
- Learning centers
- Special classes and schools

- Non-public, non-sectarian school services
- State special schools
- Instruction in settings other than classrooms where specially designed instruction may occur to the extent required by federal law or regulation
- Itinerant instruction in classrooms, resources rooms, and settings other than classrooms where specially designed instruction may occur
- Instruction using telecommunication, and instruction in the home,

Sierra Sands SELPA has made a commitment to ensure that all students considered for special education are served in the least restrictive environment appropriate to each individual student's needs.

All students with special needs will have the opportunity to participate in the general education curriculum as developed by the IEP team, if appropriate. The IEP team will consider the special needs of a student on an individual basis. All special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that includes:

- Information about current literacy and learning research
- State adopted standards and frameworks
- Increased participation of students with disabilities in statewide student assessments
- Research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

General Education Class

Placement: General education classroom with accommodations, modifications and/or related services.

Setting: students in a general education classroom placement may be served either in the general education classroom or in a special education resource room.

Services: Students in a general education classroom placement may receive services from the general education classroom teacher, related service specialists and/or instructional support staff to address disability-specific needs.

LRE Criteria: The amount of time in the general education environment will be based on the student's individual needs arising from his or her disability, including the amount of the related services and other supports required.

Decisions regarding participation in general education should be based on:

- The educational benefits available to the student in a general education classroom, supplemented with appropriate aids and services, as compared with the educational benefits of a special education classroom;
- The non-academic benefits of interaction with children who are not disabled;
- The effect of the student's presence on the teacher and other children in the classroom; and
- The cost of mainstreaming the student in general education classroom.

Delivery Model: A clinical, in-classroom, or consultation model(s) will be used to address disability specific needs.

Content: The service provided is designed to support the student's access to the core curriculum.

Least Restrictive Environment

Inclusionary practices are considered for individuals with exceptional needs when the nature and severity of the disability is such that education in the general education classroom with the use of supplementary aids and services can be achieved satisfactorily to meet the educational and social needs as determined by the IEP team. This option may include attending a neighborhood school, with age appropriate peers, with curriculum modified as appropriate.

The District will work to ensure that a disproportionate representation of racial/ethnic culturally diverse students are not enrolled in special education and that those served are properly placed.

Designated Instruction and Services

Placement: general education classroom or special education classroom

Setting: related services may be provided to individuals or to small groups in a specialized area of educational need, and throughout the full continuum of educational settings..

Services: Designated Instruction and Services (DIS) as specified in the IEP shall be available when the instruction and services are necessary for the student to benefit from his or her special education.

Such instruction and services may be provided by the general education class teacher, the special education teacher, or a related service specialist who is competent to provide such instruction and service. The appropriate DIS specialist shall provide such instruction and services when required. All Designated Instruction and Services shall meet standards established by federal and state law.

Designated Instruction and Services means transportation and such developmental, corrective and other supportive services that are required to assist a student with a disability to benefit from his or her special education. DIS, or related services, may include the following:

- Language and speech pathology
- Audiological services
- Interpreting services
- Orientation and mobility services
- Instruction in the home or hospital
- Adapted physical education
- Physical and occupational therapy
- Recreation services, including therapeutic recreation
- Vision services
- Specialized driver training instruction
- Counseling and guidance services, including rehabilitation counseling
- Psychological services other than assessment and development of the IEP
- Early identification and assessment of disabilities in children
- Medical services for diagnostic or evaluation purposes
- Parent counseling and training
- School health and nursing services
- Social worker services in schools
- Specially designed vocational education and career development

- Specialized services for low-incidence disabilities, such as readers, transcribers, and vision and hearing services

Contracts for DIS with Other Public Agencies:

If certain designated instruction and services are not available from public educational agencies within the Sierra Sands SELPA, the Sierra Sands SELPA may contract for such services with other public or non-public agencies that are certified by the California Department of Education.

Delivery Model: integrated or specialized service models may be provided to support academic and specific skill development.

Content: Support for the curriculum, including consultation to modify core curriculum, and clinical intervention for specific skill development.

Resource Specialist Program (RSP)

Placement: General education classroom

Settings: General education classroom and/or special education resource room

The Resource Specialist Program shall be under the direction of a credentialed special education teacher and:

- Provide a resource specialist or specialists who shall provide instruction and services for students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of a school day. If a student is proposed for enrollment in the resource specialist program for a majority of the school day, prior approval must be obtained from the student's IEP team.
- Provide information and assistance to individuals with exceptional needs and their parents.
- Provide consultation, resource information, and materials regarding students with disabilities to parents and to regular staff members.
- Coordinate special education services with the general education programs for each individual with exceptional needs enrolled in the resource specialist program.
- Monitor student progress on a regular basis, participate in the review and revision of IEPs, as appropriate, and refer students who do not demonstrate appropriate progress to the IEP team.

- Emphasize at the secondary school level academic achievement, career and vocational development, and preparation for adult life.
- Coordinate the IEP and any educational assessment.

Delivery Model: integrated or specialized service models may be provided to support academic and specific skill development.

In addition, no caseload for a resource specialist shall exceed 28 pupils. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. At least eighty percent of the resource specialists in the Sierra Sands SELPA shall be provided with an instructional aide.

Special Classes and Schools

Special classes and centers that enroll students with similar and more intense educational needs shall be available. An IEP team may only place a student in these classes and schools when the nature and severity of the student's disability is such that education in the regular classes with the use of supplementary aids and services, including curriculum modification and behavioral support, cannot be achieved satisfactorily.

Special Day Class (SDC) (On District Sites)

The IEP team shall document the justification to remove a student from the general education classroom in the student's IEP.

Placement: General education classroom, special education classroom and/or other categorical programs.

Setting: District, county, or regionalized classroom operated on a District school site with age appropriate peers.

Services: Students may receive services from the general education class teacher, special education instructional specialist, related service specialists and/or instructional support staff to address disability specific needs.

Delivery Model: a special education classroom to provide a parallel program with limited integration.

Content: Support for the curriculum, including consultation to modify core curriculum.

Special Day Class Separate Site

Services provided by a non-public school or non-public agency shall be made available. These services shall provide appropriate special educational facilities, special

education, or designated instruction and services required by a student with exceptional needs if no appropriate public education program is available.

Placement: SDC Separate Site

Setting: full time special education classrooms, which may include community-based education opportunities.

Services: special education instructional specialists, related service specialists, instructional support.

Delivery Model: in classroom special education instruction

Content: offers core curriculum, as well as functional life skills curriculum.

Special Day Class Service Specific

Placement: special education classroom with access to general education and/or categorical programs

Setting: special education class operated on a general education campus.

Services: Students may receive services from a general education classroom teacher, a special education instructional specialist, related service specialists and/or instructional support staff to address disability specific needs.

LRE Criteria: Students who require a specialized delivery model, including medical/clinical or disability specific service to benefit from the core curriculum and/or functional life skills curriculum for the majority of the school day.

Delivery Model: specialized to meet student's specific identified needs.

Content: core curriculum and/or functional life skills curriculum.

In-Home/Hospital

The home or hospital program provides instruction delivered to students with disabilities, individually, in small groups, or by teleclass, whose medical condition, such as those related to surgery, accidents, short-term illness or medical treatment for a chronic illness, prevents the individual from attending school.

A student with a disability may not be placed in the home or hospital program unless recommended by the student's IEP team. When recommending placement for home instruction, the IEP team shall have in the assessment information, a medical report from the attending physician and surgeon or the report of the psychologist, as appropriate, stating the diagnosed condition and certifying that the severity of the condition prevents the student from attending a less restrictive placement. The report

shall include a projected calendar date for the student's return to school. The IEP team shall meet to reconsider the IEP prior to the projected calendar date for the student's return to school.

Instruction in the home or hospital shall be provided by a regular class teacher, the special class teacher or the resource specialist teacher, if the teacher or specialist is competent to provide such instruction and services and if the provision of such instruction and services by the teacher or specialist is feasible. If not, the appropriate designated instruction and services specialist shall provide such instruction.

Non-Public, Non-Sectarian School/Agency Services

When the special educational needs of an individual with disabilities cannot be appropriately met by a public education program within the Sierra Sands SELPA and when no other appropriate public school programs are available, the student may be enrolled in a non-public, non-sectarian school/agency. Non-public, non-sectarian school services, including services by non-public agencies, shall be provided under a master contract with the Sierra Sands SELPA when required by the individual with a disability. The District may enter into a contract with the school/agency for individual students.

Students enrolled in non-public, non-sectarian schools as a result of IEP team action shall be deemed public school students. Their educational placement will be monitored according to state and federal laws.

Before the Sierra Sands SELPA contracts with a non-public, non-sectarian school outside the State of California, every effort shall be made by the Sierra Sands SELPA to locate an appropriate non-public, non-sectarian school program within the State.

Content: NPS curriculum and/or life skills curriculum that may or may not meet the District requirements for graduation.

State Special Schools

State special schools for pupils who are deaf, blind, or who have neurological disabilities shall be available. Placement in a state special school shall be made only if the student's IEP team recommends placement based on a finding that no appropriate placement is available in the SELPA.

Transition to Work and Community

In accordance with State codes and Federal laws, the District shall plan for the successful transition for students with disabilities from school to postsecondary life.

Beginning not later than the first IEP to be in effect when a student reaches age 16, or younger if the IEP determines appropriate, the student's IEP must include:

- Appropriate measurable postsecondary goals based on age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills.
- Transition services, including courses of study, needed to assist the student in reaching his or her postsecondary goals.

The IEP process involves the student, the family, and key education adult service and other providers working together to assess transition needs and plan and implement training and education.

When appropriate, the IEP team shall include prevocational career education for pupils in kindergarten through grade six. For students in grades seven through twelve, vocational education, career education and/or work experience preparation for employment and independent living shall be included in the IEP for all students who require them.

Sierra Sands SELPA is involved in an interagency Task Force on Transition that addresses current transition issues. The SELPA also has materials addressing the transition to adult living.

Supervision and Monitoring of Non-Public School Students' IEPs

When a student's IEP team places him or her in a non-public, non-sectarian school, the District shall monitor the implementation of the student's IEP and supply the SELPA office with documentation that the student is receiving the services and supports in his or her IEP and that the non-public, non-sectarian school is complying with its legal obligations.

A member of the IEP team shall work with a representative from the non-public, non-sectarian school to ensure implementation of the IEP. The non-public school will be required, as part of its contract, to carry out the instruction and services as specified in the IEP. The contract and IEP shall specify that the parent is responsible for notifying the District of any change of residence. Individual contracts with non-public, non-sectarian schools shall require periodic reports of progress. A member or members of the IEP team may visit the non-public school site for purposes of observation and/or consultation whenever the IEP team believes it to be appropriate. The IEP team shall conduct a review of the IEP at least annually. The District shall reassess the student when conditions warrant and at least every three years, unless the IEP team determines that an assessment is unnecessary. A representative from the non-public, non-sectarian school shall attend the student's IEP team meetings.

All non-public schools, non-public agencies and licensed children's institutions must be certified by the California Department of Education and must meet fire, sanitation, and building safety standards.

Transportation

The District will provide a student with transportation if the student's IEP team determines that the student requires it in order to benefit from his or her special education. Transportation includes travel to and from school and between schools, travel in and around school buildings, and specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a student with a disability..

The District shall ensure that appropriate transportation services are provided for students with disabilities as specified in the students' IEPs. The transportation shall be made available at no cost to the students' parents/guardian. The District shall arrange transportation schedules, if possible, so that students with disabilities do not spend an excessive amount of time on buses. Arrival and departure times shall not reduce the length of the school day for special education students, except as provided in a student's IEP. The District shall establish procedures to ensure compatibility between mobile seating devices, when used, and the securement systems required by the Federal Motor Vehicle Safety Standard No. 222 and to ensure that school bus drivers are trained in the proper installation of mobile seating devices in the securement systems. Guide dogs, signal dogs and services dogs shall be allowed on the school bus when accompanied by a student with a disability. If the District contracts for transportation services, it must ensure the contracting firm meets all legal requirements regarding transportation of special education pupils.

Early Education Programs

The Sierra Sands SELPA provides services to eligible individuals with exceptional needs ages birth through five. The program serves infants with low incidence disabilities, and additional eligible children up to the funded capacity of the programs operated by the District. All children enrolled receive specialized instruction and additional related services as determined necessary by the individualized family services plan (IFSP) team. Infants with low incidence disabilities receive services from educators who are competent and knowledgeable about their disabilities. The multiple and varied needs of the infant and preschool age pupils and their families are addressed in their natural environments. Services may be provided in the home, a special day class, a preschool or daycare setting, or any combination of those settings. The District provides diverse resources and individual services to meet the pupil's changing needs. Early education services are provided through a transdisciplinary team consisting of a group of professionals from various disciplines and agencies and parents who share their expertise and services to provide appropriate services for infants and their families.

For infants under three years of age, the District coordinates with the Kern Regional Center in the referral and assessment process, the development of an IFSP and the provision of services for dually eligible infants. Children ages three through five who qualify for special education and related services under the IDEA will have an IEP developed by a transdisciplinary team, which may include staff from any preschool they attend. Child Find screenings are held yearly at local preschools and day care schools.

The maximum caseload for a speech and language specialist providing services exclusively to special education pupils between the ages of three and five years shall not exceed forty.

The Sierra Sands SELPA is a member of the Interagency Council of Early Start Services of Kern County. Public awareness and outreach are conducted in collaboration with the other agencies.

Home Based Program

The home based program provides primary or related services during visits in the homes or mutually agreed upon locations once or twice a week according to need. The program focuses on family involvement and educational services to enhance development of the child in accordance with the IFSP. Since parents are the young child's primary caretakers and teachers, this program emphasizes parent education and parental involvement. Families are encouraged to contribute and participate in the assessment process, program planning, and implementation of the IFSP. Home-based early education services shall include:

- Observing the child's behavior and development in his or her natural environment.
- Presenting activities that are developmentally appropriate for the child and are specially designed, based on the child's exceptional needs, to enhance his or her development. The activities shall be developed to conform to the child's IFSP and to ensure that they do not conflict with his/her medical needs.
- Modeling and demonstrating developmentally appropriate activities for the child to the parents, siblings and other caregivers, as designated by the parent.
- Interacting with the family members and other caregivers, as designated by the parent, to enhance and reinforce their development of skills necessary to promote the child's development.
- Discussing parental concerns related to the child and the family, and supporting the parents in coping with their child's needs.
- Assisting parents to solve problems, to seek other services in their community and to coordinate the services provided by various agencies.

Group Services

Early education group services are delivered according to the needs of the child and family as determined by the IFSP team. Services may be provided on a school site or within a general education preschool program. Experiences are provided that stimulate learning in all areas of development, including physical, social, emotional, linguistic and intellectual, through active exploration and socialization within a play environment. Activities are designed to enhance self-esteem and help to develop a predisposition

toward learning. Group services focus on a collaborative partnership between parents and specialists with expertise relative to the child's needs. Early education group services may include:

- Group and individual activities that are developmentally appropriate and specially designed, based on the child's exceptional needs, to enhance the child's development. Those activities shall be developed to conform with the child's IFSP and to ensure that they do not conflict with his or her medical needs.
- Opportunities for children to socialize and participate in play and exploration activities.
- Transdisciplinary services by therapists, psychologists, and other specialists as appropriate.
- Access to various developmentally appropriate equipment and specialized materials.
- Opportunities for family involvement activities, including parent education and parent support groups.

Family Involvement Activities

Family involvement includes all of the preceding activities and serves to support family members in meeting the practical and emotional issues and needs of raising their children. Families have the right to make decisions regarding the nature and amount of their participation in their child's preschool activities.

All family members are encouraged to be involved in each aspect of their pupil's educational program. From initial in-home visitations to transition to preschool and elementary school, parents are recognized as the primary educators of the child. Home visitations provide a natural setting where positive interactions between family members and the child can take place. In-home visits involve the primary service provider and may include other professionals as needed. The service provider facilitates the process in which the family identifies its needs as they relate to maximizing their child's growth and development.

The service provider assists the parents in expanding their skills in observation and assessment, behavior management, language stimulation, and providing developmentally-appropriate materials and activities. Parents are encouraged to utilize the services of other agencies and are provided information regarding workshops and meetings in areas of interest as well as other available resources in the community. Service providers also assist parents in becoming knowledgeable about schools. Family involvement activities shall be offered at least once a month and may include, but are not limited to, the following:

- Educational programs that present information or demonstrate techniques to assist the family to promote their child's development.
- Parent education and training to assist families in understanding, planning for, and meeting the unique needs of their child.
- Parent support groups to share similar experiences and possible solutions.
- Instruction in making toys and other materials appropriate to their child's exceptional needs.

Transdisciplinary Team

Transdisciplinary services are provided as determined by the IFSP team. The range of services may include consultation, home instruction, group instruction, or a combination of delivery modes. Related services may be provided at a home or community site according to the needs of the child and family. Home visits are scheduled at regular intervals or as required by the families.

The transdisciplinary team may include:

- Parent
- Special Education Teacher
- Speech and Language Therapist
- Nurse
- Psychologist, Social Worker or Mental Health Provider
- Occupational Therapist
- Physical Therapist
- Audiologist
- General Education Preschool Teacher

Other professional expertise may be contracted for or provided through other agencies, such as California Children's Services or the Regional Center.

Because areas of development are overlapping and interrelated, the transdisciplinary team model facilitates a "whole child" approach to service delivery. On a periodic basis, needs are evaluated and modifications are made to the program and staff composition.

When preschool students are enrolled in a general education preschool program, the general education staff is included in the referral, assessment, IEP development and program implementation. There is collaboration among the general education staff and transdisciplinary team in the implementation of the student's goals and objectives.

A Program specialist is assigned as service coordinator to follow the child's progress and facilitate transition to appropriate preschool programs at age 3 years. At that time, a Program Specialist may be assigned to follow students who continue to require special education services.

Preschool students shall be reassessed prior to transitioning from a preschool program to kindergarten or first grade and monitored to determine a continuing need for special education.

Staff Development

In-service training and education will be provided to early intervention staff to ensure the development of necessary skills in working with infants, agencies and families. Staff development will be conducted on topics of interest and on an individual request basis. Staff development activities are available to County and District staff members, other agencies and school districts, private providers and parents. At least one staff development activity per year will focus on mandates and requirements, including procedural safeguards, forms and procedures.

Interagency Agreement with Kern Regional Center

The Sierra Sands SELPA participates in an interagency agreement with the Kern Regional Center that addresses aspects of interagency coordination, including:

- Child Find, Identification and Referral
- Evaluation and Assessment
- IFSP Development
- Provision of Services to Children with Solely Low Incidence Disabilities
- Service Coordination
- Transition at age three

Positive Behavior Interventions

In order to provide procedures for the routine implementation of Positive Behavioral Interventions, and Emergency Behavioral Interventions for students in special education, the Sierra Sands SELPA will provide mandated in-services to all staff identified by the District as appropriate for training. It is the responsibility of the SELPA

to document such in-services and to assist directors in qualifying staff as positive behavioral intervention assessors, case managers, and implementers.

SELPA-provided trainings shall address, but are not limited to the following:

- Overview of Positive Behavioral Intervention
- Functional Analysis Assessment
- Writing Behavioral Intervention Plans
- Emergency Response Procedure (e.g., PART, CPI, SELPA/LEA developed)
- Writing Behavioral Emergency Reports

Training guidelines recommended by the California Department of Education and emergency procedures approved by the SELPA are included in the Procedures Manual. Complete policies and procedures for implementing positive behavioral interventions are addressed in the Guidelines Manual for Positive Behavior Intervention.

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, or suspension, for not more than 10 consecutive school days (to the extent such alternatives would be applied to children without disabilities) and for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.

A change in placement occurs when:

- The removal is for more than 10 consecutive school days; or
- The child has been subjected to a series of removals that constitute a pattern because:
 - the series of removals total more than 10 school days in a school year,
 - the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and,
 - additional factors, such as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.

After a student with a disability has been removed from his or her current placement for 10 school days in the same school year, if the current removal is for not more than 10 consecutive school days and is not a change of placement, school personnel, in consultation with at least one of the student's teachers, determine the extent to which the student needs services to enable him or her to continue to participate in the general

education curriculum, although in another setting, and to make progress toward meeting the goals in his or her IEP.

If the removal is a change of placement, the student's IEP Team determines appropriate services for the student.

On the date the District decides to make a removal that constitutes a change of placement of a student with a disability, the District must notify the parents of that decision, and provide the parents the procedural safeguards notice.

Within 10 school days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the District, the parent, and relevant members of the student's IEP Team must review all relevant information in the student's file, including his or her IEP, any teacher observations, and any relevant information provided by the parents to determine whether the student's conduct was a manifestation of his or her disability. A student's conduct is considered a manifestation of his or her disability if:

- The student's conduct was caused by, or had a direct and substantial relationship to, the student's disability; or
- The conduct was the direct result of the school district's failure to implement the student's IEP.

If the District, the parent, and relevant members of the student's IEP team determine that the District failed to implement the student's IEP, the District must take immediate steps to remedy that failure.

If the team determines that the student's behavior was not a manifestation of his or her disability, the student may be disciplined in the same manner as students without disabilities.

If the District, parent, and relevant members of the student's IEP team determine that the conduct was a manifestation of the student's disability, the IEP team must:

- Either:
 - Conduct a functional behavior assessment (FBA), unless the District conducted a FBA before the student's behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan (BIP) for the child; or
 - If a BIP already has been developed, review the BIP, and modify it, as necessary, to address the behavior; and

- Return the student to the placement from which he or she was removed, unless the parent and the District agree to a change of placement as part of the modification of the BIP

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days regardless of whether the behavior is a manifestation of the student's disability, if the student:

- Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.

If a student with a disability is removed from his or her current placement for more than 10 days, he or she must:

- continue to receive special education and related services that will enable the student to continue to participate in the general education curriculum, although in another setting, and to make progress toward meeting the goals in his or her IEP; and
- receive, as appropriate, an FBA, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.

When a student with a disability is removed from his or her current placement for 10 or fewer school days, the District is only required to provide services to the student if it provides services to a student without disabilities who is similarly removed.

The SELPA and the District will comply with reporting requirements regarding suspension and expulsion data.

6. EDUCATIONAL ADMINISTRATION

6.5 Approval of LEA Program Improvement Plan Addendum

BACKGROUND INFORMATION: The Elementary and Secondary Education Act (ESEA) requires school districts to develop a Local Educational Agency Plan (LEA Plan) as a requirement for receiving categorical federal funding.

The LEA Plan is based on ESEA's five performance goals and 12 indicators. The LEA Plan describes the actions that SSUSD will take to ensure that they meet certain programmatic requirements, including coordination of services, needs assessments, consultations, school choice, supplemental services, services to homeless students, and others as required. In addition, LEA Plans summarize assessment data, school goals and activities from the Single Plans for Student Achievement developed by the LEA's schools.

The [LEA Plan](#), Consolidated Application and Reporting System (CARS- replaced Con App), and Federal Program Monitoring (FPM- replaces CPM) processes are three major accountability systems that serve specific purposes and are linked together. The LEA Plan describes the actions districts will take to ensure that programmatic requirements are met. The CARS is a fiscal reporting mechanism for the distribution of formula-driven federal and state funds. CARS is currently brought to the board in June for approval. In the past, Con App Part 2 was also brought to the board in January for informational purposes. With the system changeover, CARS reporting requirements now occur at numerous times throughout the year. FPM provides oversight by conducting on-line or on-site reviews of a variety of federal and state programs. The purpose is to verify compliance with program requirements to ensure that program funds are spent to increase student performance. Although Sierra Sands was originally scheduled for a FPM review in 2012-2013, the requirement for an on-line or on-site review was waived for our district for at least two more years.

CURRENT CONSIDERATIONS: The original Sierra Sands LEA Plan was approved by the board on May 29, 2003 and fully approved by the California State Board of Education in July, 2003. The plan has been annually reviewed and approved since that time. Sierra Sands entered LEA Title 1 Program Improvement in 2011-2012. Guidance from the CDE instructs the district to submit a LEA Program Improvement (PI) Plan Addendum rather than revise the whole LEA Plan.

In preparation for writing the addendum, the district has completed required state tools including the District Assistance Survey (DAS), the English Learner Subgroup Self Assessment (ELSSA) and the Inventory of Services and Supports (ISS) for Students with Disabilities. In addition, each site has completed an Academic Program Survey (APS).

Instructional priorities continue to be aligned with the District's Goals, advisory committee recommendations, and the state's curriculum adoption cycle. School sites have completed revisions to their Single Plans for Student Achievement (SPSA) and these revisions are reflected in the LEA Plan. This plan updates last year's LEA Plan Addendum to reflect current programs and objectives.

FINANCIAL IMPLICATIONS: The LEA Program Improvement Plan Addendum must be revised and submitted as part of the process for receiving categorical federal funding of approximately \$1,300,000 and to satisfy program improvement requirements.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the LEA Program Improvement Plan Addendum for the Sierra Sands Unified School District as presented.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revisions to Board By-Laws BB9110, Terms of Office

BACKGROUND INFORMATION: At the meeting of the board of education on January 23, 2012 the board approved Resolution #21 1112 to change election systems and abolish trustee residence areas, for use at the November, 2012 and subsequent governing board elections. Additionally at the meeting of the board of education on February 6, 2012 the board took action to adopt Resolution #22 1112 to decrease the number of governing board members from seven to five for use at the November, 2012 and subsequent governing board elections.

CURRENT CONSIDERATIONS: Board By-Law BB9110 currently states that the governing board is composed of seven members elected by voters, which requires a change in the Board By-Law to reflect the change in the number of board members as approved by the board of education on February 6, 2012. The Board By-Law continues to state that the district is comprised of two trustee areas, one from the former Rand Joint School District and six from the former China Lake Joint School District and the Indian Wells Valley School District combined. As the board took action on January 23, 2012 to eliminate these trustee areas and designate that all board members will be elected at large, this portion of the Board By-Laws must also be revised to reflect the current action of the board.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve the changes to Board By-Law BB9110 as presented.

Sierra Sands USD

Board Bylaw

Terms Of Office

BB 9110

Board Bylaws

The Governing Board is composed of ~~seven~~six members elected by voters of the district to represent them in matters of public education. All members are elected at large. ~~there are two Board member areas. Board member area no. 1 includes all of the former Rand Joint School District. This area is entitled to one Board member. Board member area no. 2 includes all of the former China Lake Joint School District and the Indian Wells Valley Joint Union School District. This area is entitled to six Board members.~~

The term of office for members elected in regular elections shall be four years, commencing on the first Friday in December next succeeding their election. (Education Code 5017)

Board member terms expire four years after their initial election on the first Friday in December following the election of new members. (Education Code 5000)

A member whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified by taking the oath of office. (Government Code 1302, 1360; Education Code 5017)

(cf. 9220 - Elections)

(cf. 9223 - Filling Vacancies)

(cf. 9224 - Oath or Affirmation)

(cf. 9250 - Remuneration, Reimbursement, Other Benefits)

Legal Reference:

EDUCATION CODE

5000-5033 Election of school district board members

35010 Control of district

35012 Board members; number, election and terms

35107 Eligibility

GOVERNMENT CODE

1302 Continuance in office until qualification of successor

1303 Exercising functions of office without having qualified

1360 Necessity of taking constitutional oath

Bylaw

SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: August 18, 1994 December 20, 2012

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 2012-13 School Year
Kellie Duck

Coaches for 2012-13 School Year

Christopher Rushing
Soccer, Step 1
Burroughs

Marc Mitchell
Basketball, Step 1
Murray

Volunteer Coaches

Ruth O'Neil
Tennis - Burroughs

8.14 CHANGE OF STATUS

Ernestina Palerm-Garcia
From 80% - ELD Burroughs
To 100% - ELD Burroughs
Effective 1-7-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Molly Cooley
5 hr. Library Specialist – Inyokern
And
2 hr. Computer Paraprofessional – Inyokern
Effective 01-03-13

Vickie DeMille
5 ½ hr. Paraprofessional – James Monroe
Effective 12-03-12

Susan Hurst
5 ½ hr. Paraprofessional – Richmond
Effective 12-07-12

Laurie Luster
5 ½ hr. Paraprofessional – Inyokern
Effective 11-27-12

Sheila Vierra
2 ½ hr. Paraprofessional/Workability Job Coach
Effective 11-26-12

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Yvonne Cortez
5 ¾ hr. School Bus Driver I – Transportation
Effective 11-09-12
And
2 hr. Food Service Assistant I – Burroughs High School
Effective 11-16-12

Lee Garcia
8 hr. Auto Diesel Mechanic I – Transportation
Effective 11-27-12

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 EMPLOYMENT (Continued)

Susanne LeBlanc
3 hr. Food Service Assistant I – Inyokern
Effective 11-26-12

Ashley Pascarella
5 ½ hr. Paraprofessional – Richmond Elementary
Effective 11-15-12

Student Workability Workers for the 2012-2013 School Year
Kyle Frank

Classified Substitutes for the 2012-2013 School Year
Sue Arp
Ann Ashton
Shavar Cubit-Martin
James Young

8.25 CHANGE OF STATUS

Luz Osorio
Add: ½ hr. Crossing Guard – Inyokern
Effective 11-26-12

Melissa Hawkins
Add: ½ hr. A.M. Noon Duty Supervisor – Las Flores
Effective 11-13-12

Deanna Anderson
From: 2 hrs. Audiovisual Clerk – PPS
To: 2.6 hrs. Audiovisual Clerk – PPS
And
From: 6 hrs. Registrar I – SELPA
To: 5.4 hrs. Registrar I – SELPA
Effective 11-26-12

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Rebecca Hendrickson

From: 3 ½ hr. Food Service I – Gateway

To: 4 ½ hr. Food Service I – Gateway

And

From: 1 ½ hr. Food Service I – Gateway

To: 2 hr. Food Service I – Gateway

Effective 11-05-12

Maria Josephson

From: 1 ¼ hrs. Transportation Monitor – Transportation

To: 1 ¾ hr. Transportation Monitor – Transportation

Effective 10-01-12

Lisa Key

From: ½ hr. Crossing Guard – Inyokern

Add: 3 ½ hr. Food Service Assistant I – Inyokern

Effective 11-07-12

Carrie Newton

From: 1.25 hrs. Transportation Monitor – Transportation

To: 1.83 hr. Transportation Monitor – Transportation

Effective 10-01-12

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following donations have been received: Shirley Walden donated fourteen boxes of engineering texts with a value of \$840 to Burroughs; Simon Austin donated two trumpets to the James Monroe band program valued at \$700 and Christina Frohlich donated a flute valued at \$300 to the James Monroe band program. Gateway teachers donated \$3,000 toward the purchase of smart boards, Agnes Shull donated \$300 to the Murray 7th grade girl's basketball program, and Stephanie Hudson donated \$371.51 for volleyball uniforms plus \$100 to the GATE program at Murray. Robert Balzar donated \$440 to the Murray 7th grade boy's basketball program. The Ridgecrest Musical Enrichment Society donated \$10,500 from funds raised from their recent production of "Beauty and the Beast." The funds are being distributed as follows: \$2,000 for the Burroughs Choir/Orchestra, \$2,000 to the Burroughs Band, \$500 to the Burroughs construction program, \$1,000 for Murray Choir, \$1,000 for Murray Band, \$1,000 for Murray Orchestra, \$1,000 for Monroe Choir, \$1,000 for Monroe Band, and \$1,000 for Monroe Orchestra. In addition to the \$10,500 donation, the Ridgecrest Musical Enrichment Society donated \$1,000 to the Mesquite music program.

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

SUPERINTENDENT'S RECOMMENDATION: Accept the gift as described and send appropriate letter of appreciation.

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. Bruce 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 Notice of Completion of Contract - Las Flores Elementary School Communications Antenna Installation (DSA Application Number A# 03-114392), Awarded to Digital Networks Group, Inc

BACKGROUND INFORMATION: At its regularly scheduled meeting of October 20, 2011, the board approved a contract with Sun Wireless Systems to replace the roof mounted communications antenna at Las Flores Elementary School.

CURRENT CONSIDERATIONS: With the exception of painting to reduce reflection/glare (under a separate contract) the work has been satisfactorily completed. The final step in completion of this contractual obligation is to file a Notice of Completion for this 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 DSA Inspector of Record, Mr. Scott Hunt, concurs this project is complete and is in compliance with all City of Ridgecrest and County of Kern building codes, as well as the standards established by the Division of the State Architect and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action; however, the project was completed according to contract at a cost of \$88,510.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the installation of the communications antenna at Las Flores Elementary School.

11. BUSINESS ADMINISTRATION

11.1 Authorization to enter into License and Property Access Agreements with the California Broadband Cooperative

BACKGROUND INFORMATION: The American Recovery and Reinvestment Act took a number of actions to enhance infrastructure across the country. One was oriented toward supporting the deployment of broadband service as well as developing and maintaining a nationwide public map of broadband service capability and availability. Under the auspices of the Department of Commerce, National Information and Information Administration and the U.S. Department of Agriculture's Rural Utilities Service grants were awarded to implement a priority program which was designed to provide enhanced broadband service to underserved communities across the county. This item is related to that program.

CURRENT CONSIDERATION: The California Broadband Cooperative in conjunction with private and public partners is the entity which is implementing the Digital 395 project designed to bring enhanced broadband capabilities by building a 583 mile fiber network that will mainly follow highway 395 in the Eastern Sierra region between Carson City, Nevada and Barstow, California. Access to existing but unused public utility conduit located at various locations will be used to allow potential users to have access to this capability. Enhanced broadband capability is already in the district's technology plan and participating in the project would bring high speed connectivity to the Indian Wells Valley. For Sierra Sands Unified School District specifically, it will serve as another option in terms of e-rate eligible connectivity, providing the opportunity for the district to choose from among multiple vendors the most viable and cost effective internet service. It could also possibly provide the district with the future opportunity to establish a Virtual Private Mesh network between the District Office and all school sites servicing as the district wide area network.

It should be noted that by taking the requested action, the district is in no way committing or agreeing to subscribe to any services. This simply allows the California Broadband Cooperative access to district facilities in order to install the fiber connections. It will also allow California Broadband Cooperative ongoing access to the facility in order to service the fiber when necessary. It should also be noted that there are no costs to the district for this access, nor will there be unless and until the district commits to purchasing services.

Numerous public entities (including a number of school districts up and down the 395 corridor) have already agreed to allow California Broadband Cooperative access to their facilities including the Naval Air Weapons Station.

Included in California Broadband Cooperative's agreement with NAWs is accessibility for the Sierra Sands Unified School facilities located on Federal property (Murray Middle School, Richmond Elementary School, Vieweg Learning Center, Pierce Elementary School and Sherman E. Burroughs High School. Accessibility encompasses all of the district's school sites including Rand and Inyokern Elementary Schools.

FINANCIAL IMPLICATIONS: There are no costs associated with allowing California Broadband Cooperative to have the access it requests. It is possible that the district may experience some savings associated with having access to vendors offering more competitive pricing for the services it now receives in this area.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the request to allow California Broadband Cooperative to have access to all district sites via the conclusion of the attached property access agreement and accompanying nine license/grants of non-exclusive access.

BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT

This **BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT** (the "Access Agreement") is entered into this 6th day of August, 2012 by and between Sierra Sands Unified School District, with offices at 113 West Felspar Avenue, Ridgecrest, CA 93556 ("Owner"), and CALIFORNIA BROADBAND COOPERATIVE, INC., a California corporation, with offices at 1101 Nimitz Ave., Vallejo, CA 94592. ("CBC").

1. Building Access. Subject to and upon the terms, provisions and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations of CBC hereunder, Owner hereby grants unto CBC and its affiliates, at no charge or cost to CBC, a non-exclusive right to (i) enter on and gain access in, over and under the property with an address of SEE BELOW (the "Property") and to any and all buildings located on the Property (the "Building(s)"); (ii) install and operate communications equipment on and under the Property; (iii) use the Property's existing in-ground and in-building conduit, wire and cabling owned by or controlled by CBC, the Owner or any third party, and (iii) make available and provide telecommunications, internet, video and other communications services to any owners, tenants, licensees, invitees, purchasers and other occupants of the Property (collectively, the "Occupants"). Nothing in this Access Agreement shall be construed or interpreted as granting CBC any exclusive rights or privileges in or to the Property, relating to access or installation rights, to the exclusion of any other persons or entities. CBC and its employees, agents and contractors shall be permitted to access and use all portions of the Property necessary for the provision of services by CBC or its affiliates to the Occupants. The rights of access granted and uses permitted herein shall be available to CBC during normal business hours, three-hundred, sixty-five (365) days per year, except that, in the case of emergency, CBC shall be permitted access at any time, day or night. CBC shall provide Owner or Owner's agent with reasonable advance notice of its intention to enter the Property.

2. CBC Equipment. The rights in Section 1 above include CBC's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove, and replace communications equipment on the Property or in any Building. CBC's communications equipment (the "Equipment") includes, but is not limited to, any fiber optic or copper cable, conduit, terminals, switches, and related accessories necessary for CBC or its affiliates to provide services to the Occupants of the Property. Owner further agrees to provide CBC access to and use of certain floor and/or wall space in any main communications room(s) on the Property, or in such other segregated, enclosed spaces in any building, to house and store the Equipment. Such equipment locations (the "Equipment Spaces") are detailed on Exhibit A attached hereto. CBC shall have the right, upon notice to Owner, to replace any Equipment provided that the footprint of the Equipment does not increase. CBC shall, at its own cost, (i) ensure that all Equipment is installed in accordance with all relevant fire and building code requirements in force at the time of installation, and (ii) be responsible for the provision, installation, maintenance and repair of the Equipment, although each individual Occupant may incur charges relating to the installation and/or operation of equipment specific to such Occupant's requirements. Owner agrees that it has no legal or equitable ownership interest in the Equipment and shall not make any claim or attempt to assert any lien to the contrary. CBC shall repair, at its sole expense, any damage to the Property or to any Building caused by CBC's installation, maintenance, repair or removal of its Equipment, normal wear and tear excepted.

3. Term. This term of Access Agreement shall commence on the date it is fully executed by the parties (as set forth in the preamble on Page 1 above (the "Commencement Date") and shall continue for a period of ten (10) years (the "Initial Term"). This Access Agreement shall be irrevocable for the Initial Term and each Renewal Term and may only be terminated by the parties as specifically allowed herein. Either party may terminate this License at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 90 days before the effective date of such termination.

4. Assignment; Successors. This Access Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owner, and shall be binding upon and inure to the benefit of CBC's successors and assigns, to the extent

assignment may be approved by Owner hereunder. Owner shall give notice to any prospective purchaser of Property of this Access Agreement and CBC's rights hereunder.

5. Owner's Review of Plans. Prior to installing or allowing any Equipment to be installed in or on the Property, CBC shall submit to Owner detailed plans and specifications of the planned installation for Owner's approval. Owner shall have seven (7) days after submission of the plans to review them. If Owner does not approve said plans within seven (7) days, or provide reasons for disapproval within seven (7) days, then the plans shall be deemed approved.

6. Notice. Any notice, communication, request, reply or advise ("Notice") in this Access Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing and shall be deemed validly given if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (mail services include Overnight Express Mail, Federal Express and UPS service) or delivered in person to such party. For purposes of Notice the addresses of the parties shall, until changed, be the addresses listed above in the preamble of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement as of the date aforesaid.

OWNER: SIERRA SANDS UNIFIED SCHOOL
DISTRICT

CALIFORNIA BROADBAND COOPERATIVE, INC.

By: Elaine Wunderlich Janson
Its: Assistant Superintendent

By: Robert Volker
Its: CEO

EXHIBIT A TO BROADBAND FACILITIES PROPERTY ACCESS AGREEMENT

1. The Equipment Space(s). CBC's Equipment Spaces on the Property and in the Building(s) are described as:

KZM # 303	Gateway Elementary
KZM # 305	Las Flores School
KZM # 306	James Monroe
KZM # 307	Faller Elementary
KZM # 309	Sierra Sands USD
KZM # 311	Sierra Vista Ed. Center
KZM # 313	Rand Elementary
KZM # 315	Mesquite High School
KZM # 316	Inyokern Elementary

INITIALS:

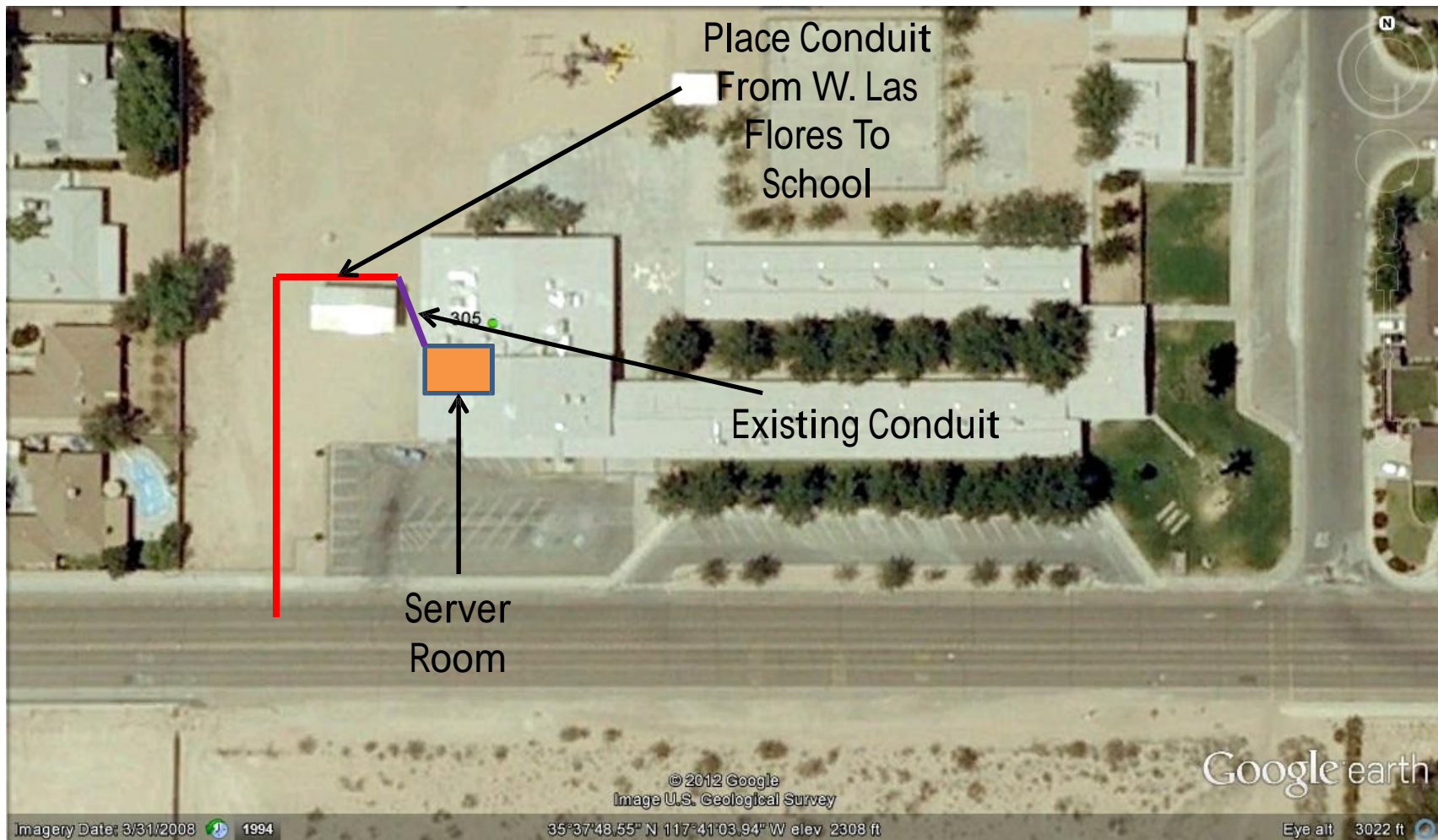
Owner: _____

CBC: _____



Server
Room

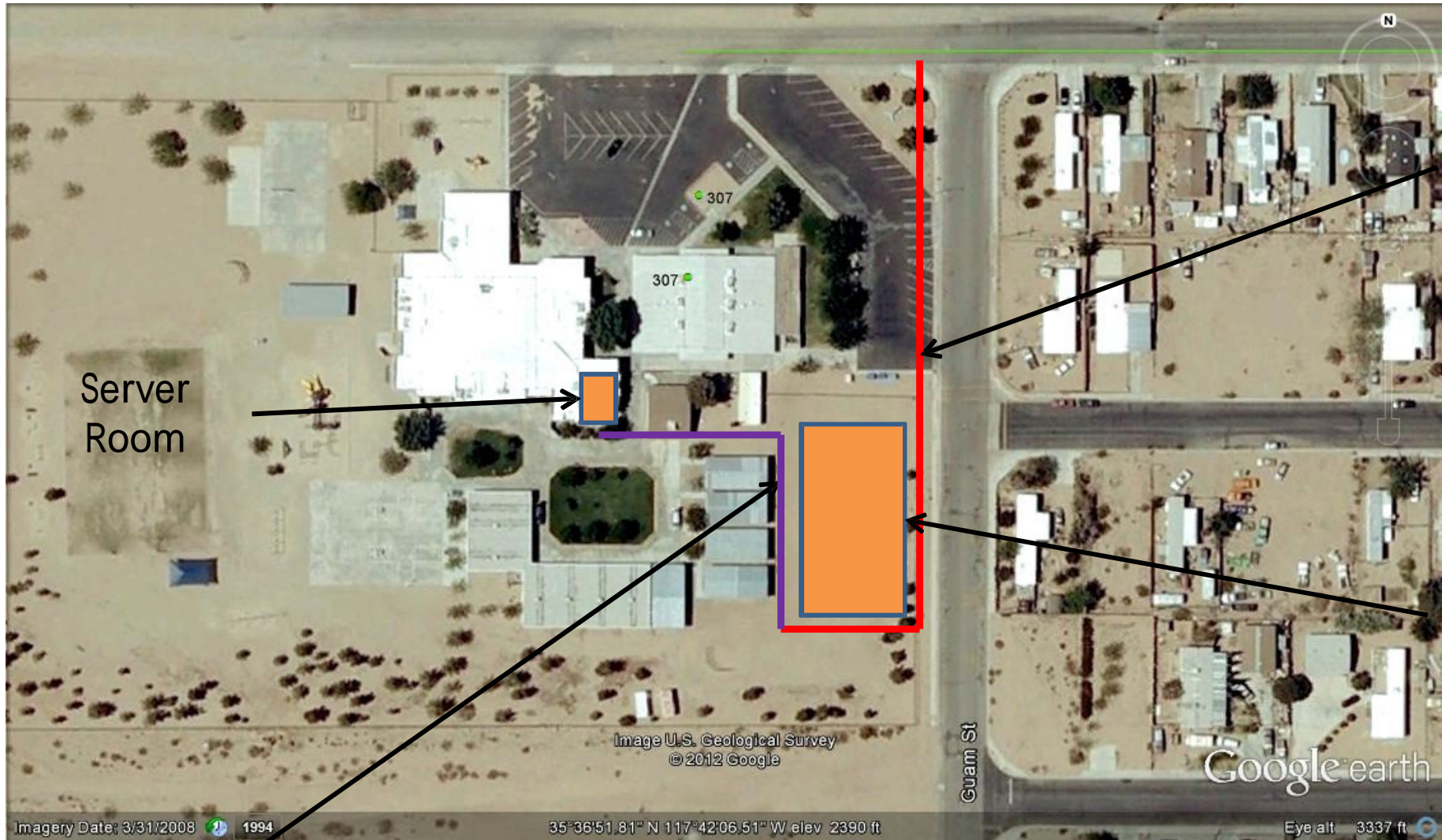
ANCHOR #303
Gateway Elementary School
501 S. Gateway



Anchor #305
Las Flores School
720 W. Las Flores St.



ANCHOR #306
James Monroe Middle School
340 W. Church St.



Place
Conduit
From
UpJohn
To Vault.

Buildings
not
Shown on
Google
Earth.

Place in Existing
Conduit to Server
Room

ANCHOR #307
Faller Elementary School
1500 W. UpJohn St.



Anchor #309
Sierra Sands Unified District Hub
113 W. Felspar Ave.



Penetrate Wall Here In
Existing Hole With
Conduit **Caution Lead**
Paint On Outside
Walls

Anchor #311
Sierra Vista Education Center
1327 N. Norma



Server
Room

Place Conduit to
Server Room

ANCHOR #313
Rand Elementary
37400 Saint Elmo St.



Anchor #315
Mesquite High School
140 Drummond Ave.



Place From 3rd
St. Into Existing
Conduit.

Server
Room

ANCHOR #316
Inyokern Elementary School
540 W. Perdew Ave.

11. BUSINESS ADMINISTRATION

11.2 Approval of First Interim Report for Fiscal Year 2012-13

BACKGROUND INFORMATION: In accordance with the California Education Code 42130-42131, no later than 45 days after the close of each reporting period, the school district governing board shall approve the first interim financial report and certify in writing whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current projection, for subsequent fiscal years.

CURRENT CONSIDERATIONS: The purpose of the first interim report as stated above is to certify to the board and the public that the district will be able to meet its financial obligations for the current and next two years. It is also to discuss other important elements of the district financial picture, speak to changes in the budget, as well as mention factors influencing the changes and other items of interest pertaining to the financial condition of the district. Commencing in 2008, the state and the national fiscal environment began to present significant financial difficulties for school districts. The ongoing situation continues to challenge the district's ability to fulfill its mission of educating the students of Ridgecrest and the surrounding area in the manner expected by the board and the community.

FINANCIAL IMPLICATIONS: Sierra Sands Unified School District has always had as its first priority, the education and welfare of all of the students of the community. The district goal is to provide an excellent education to each student it serves, regardless of need, ability or individual circumstances. Providing support to faculty and staff is a critical element in achieving that goal. While there are some signs of economic recovery at both state and national level, it is still very weak.

The passage of Proposition 30, while not providing any immediate additional revenue to the district enabled the district to continue to implement the budget it presented to this board last June. It should be noted that two factors are significant in this regard. In 2011-12, the district enacted a budget that anticipated a significant cut in revenue. The cut was much smaller than expected and resulted in the districts net revenue over net expenditure being positive in the unrestricted general fund as well as a higher ending fund balance at year end. While the outcome of Propositions 30 and 38 could not be anticipated last June, it was the decision of staff to budget in accordance with prevailing guidance which assumed the passage of Proposition 30. The district was able to budget in this manner because it was aware of the positive year end projection and through its ongoing strategic planning process there were a number of options available which could be implemented in the event Proposition 30 did not pass and it experienced the ~ 2.2 to ~2.4 M cut.

These options include:

The unenacted response to passage of Prop 30 (approximately 2.2 M – 2.4 M)

Cuts to:

Planned projects

High School Summer School

Adult School

Sports/Extra-curricular

ROP

Positions

Transportation

Possible Negotiated Items (Furlough Days, Salary, Benefits)

Reduced Number of Days but Retain Instructional Minutes

Even though the passage of Proposition 30 obviates the need to take such drastic measures, the specter of the federal budget being sequestered continues to loom large, and at this point in time, it is impossible to determine the outcome. If the budget is sequestered, the revenues received for Federal Impact Aid could be cut by 8 to 10% or more. The cut will be leveled immediately in January 2013. Commencing in 2013-14 school year in addition to the cuts to Federal Impact Aid, cuts to the Federal Title I, II, III and IDEA funding will also be cut by the same or higher percentage. These cuts could be operative for 10 years ongoing. This circumstance presents a very real challenge to the district in its efforts to match its uncertain resources to its many requirements.

One of the requirements in budget reporting is to be able to certify the fiscal solvency of the district for the current and two following out-years. There exists a great deal of uncertainty in relation to the Governor's budget plans for the future.

Significant are the following:

1. It is possible that a new feature of the January Governor's budget proposal will include a weighted student formula calculation. No details have been released regarding the composition of the weighted student formula; however, all earlier versions of the weighted student formula resulted in a loss of revenue to the district. This makes out-year planning more speculative due to the uncertainty surrounding the composition and the other significant aspects of the Governor's budget proposal.

2. Flexibility for K-3 class size reduction is scheduled to end in 2013-14. This presents a challenge to the district as it is unlikely that the entire deficit will be repaid to the district by then.
3. The flexibility provided for Tier III programs is scheduled to end in 2014-15, resulting in negative 1.6 M to the unrestricted general fund. It should be noted that all funding related to Tier III Program will return to the restricted general fund.

Items of note for the first interim report include:

- The reception of unanticipated one-time revenues in 2011-12 from the state and federal government which allowed the district to carry forward positive revenue into 2012-13.
- Significant encroachment on the unrestricted general fund by Special Education. In recent years, in use of one-time federal stimulus dollars allowed the district unrestricted general funds encroachment to be reduced. All of the federal one-time funding has been totally expended and additional one-time funding is not anticipated. Due to the growth in the number of special education students as well as the nature of their needs, increasing encroachment is expected to continue.
- Increases in cost are mostly reflective of expenses related to projects that are being funded thru a transfer of funds from the Inyokern Schools Financing Authority to the unrestricted general fund. The corresponding revenue for these costs is reflected in an increase to other local revenues. Additionally, expenses related to two technology projects which were planned for 2011-12 but experienced slippage are included in this year's current plan.

The prudent use of one-time dollars provided by the federal government in an attempt to mitigate the dire fiscal situation in the state have amounted to ~ 5.2 M in ARRA dollars for general education requirements and for aiding special needs students. Utilization of these funds assisted the district in making fewer cuts than would have been necessary in the face of the severe economic challenges precipitated by the state and federal economic crises. While there is much to suggest that there is still uncertainty associated with the state and federal fiscal situation, the district believes that continued implementation of its strategic plan and judicious use of the known resources it has available at this time, it will be able to continue to perform its mission in the same manner it has to this point.

Cash deferrals are expected to continue. With revenues deficated by almost ~22.272 %, the fact that cash continues to be problematic is a very worrisome situation. With the passage of Proposition 30, there is hope that some of the deferrals can be reduced thus providing cash on a timelier basis even though no additional revenue will result.

The following should also be noted:

- The board requested 5% reserve for economic uncertainty has been sustained in the unrestricted general fund.
- Step and column and the traditional health and welfare package continue to be supported.
- Even though the district is deficit spending, it continues to remain fiscally solvent, although as its ending fund balance continues to erode, the ability of the district to remain fiscally solvent becomes problematic as time goes on.
- Class sizes have been and continue to be at or below statutory levels.
- Despite the challenging fiscal environment neither furlough days nor salary rollbacks have been required to date.

In accordance with district practice, this report has been formulated in accordance with the guidelines provided by the California Department of Education, the Kern County Office of Education, the Financial Crisis and Management Team, Kern County Office of the Superintendent of Education and School Services of California.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the first interim budget report as presented.

Sierra Sands Unified School District
General Fund Unrestricted
2012/2013 Budget Comparison Report
1st Interim

		<u>COLUMN A</u> 2012/2013 <u>1st Interim</u>	<u>COLUMN B</u> 2012/2013 <u>Approved Budget</u>	<u>A minus B</u> 2012/2013 <u>DIFFERENCE</u>
Projected Fund Balance	Objects			
July 1 Beginning Fund Balance		\$7,883,525	\$7,883,525	
Add: Revenues (<i>Column B - Column C</i>) *	8000-8999	\$30,317,950	\$28,552,525	\$1,765,425
Less: Expenditures (<i>Column C - Column B</i>) **	1000-7999	\$31,351,967	\$30,744,531	-\$607,435
June 30 Ending Fund Balance		\$6,849,508	\$5,691,519	
Less: Stores, Prepaid Expenses & Revolving Cash (<i>Column A - Column B</i>)		\$72,000	\$95,000	
Less: 5% Reserve for Economic Uncertainties (<i>Column B - Column A</i>)		\$2,153,153	\$2,110,489	
Available Ending Fund Balance as of June 30		<u>\$4,624,354</u>	<u>\$3,486,030</u>	
ADD: Revenues				(<i>Column A - Column B</i>)
Revenue Limit Sources	8010-8099	\$25,136,401	\$24,396,672	\$739,730 ¹
Federal Revenues	8100-8299	\$2,091,121	\$1,591,121	\$500,000 ²
Other State Revenues	8300-8599	\$4,314,670	\$3,976,126	\$338,544 ³
Other Local Revenues	8600-8799	\$741,132	\$362,500	\$378,632 ⁴
Total Revenues		<u>\$32,283,325</u> <i>a</i>	<u>\$30,326,419</u>	<u>\$1,956,906</u>
LESS: Expenditures				(<i>Column B - Column A</i>)
Certificated Salaries	1000-1999	\$13,828,263	\$13,741,044	-\$87,220 ⁵
Classified Salaries	2000-2999	\$3,958,229	\$4,008,640	\$50,411 ⁶
Benefits - Current Employees	3000-3999	\$7,256,995	\$7,350,821	\$93,826 ⁷
Benefits - Retirees	370X & 390X	\$1,286,745	\$1,286,745	\$0
Books and Supplies	4000-4999	\$1,445,212	\$1,125,081	-\$320,131 ⁸
Services and Operating Expenses	5000-5999	\$2,862,211	\$2,895,275	\$33,064
Capital Outlay	6000-6599	\$512,018	\$300,000	-\$212,018 ⁹
Other Outgo	7100-7299 7400-7499	\$365,794	\$209,295	-\$156,499 ¹⁰
Indirect Costs	7300-7399	-\$224,851	-\$233,719	-\$8,868
Total Expenditures		<u>\$31,290,617</u> <i>b</i>	<u>\$30,683,181</u>	<u>-\$607,435</u>
ADD: Interfund Transfers In				(<i>Column A - Column B</i>)
Transfer In	8910-8929	\$307,115	\$307,115	\$0
Total Interfund Transfers In		<u>\$307,115</u> <i>c</i>	<u>\$307,115</u>	<u>\$0</u>
LESS: Interfund Transfers Out				(<i>Column B - Column A</i>)
Transfer Out - Fund 14 (Deferred Maintenance)	7610-7629	\$0	\$0	\$0
Transfer Out- Fund 17 (Reserve)	7610-7629	\$0	\$0	\$0
Transfer Out- Fund 17 (Golden Handshake)	7610-7629	\$61,350	\$61,350	\$0
Total Interfund Transfers Out		<u>\$61,350</u> <i>d</i>	<u>\$61,350</u>	<u>\$0</u>
LESS: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***				(<i>Column A - Column B</i>)
Resource 2200 - Continuation High School	8980	-\$197,843	-\$136,740	-\$61,103 ¹¹
Resource 6500 - Special Education	8980	-\$1,149,847	-\$999,717	-\$150,130 ¹²
Resource 7230 - Home to School Transportation	8980	-\$218,898	-\$341,544	\$122,646 ¹³
Resource 7240 - Special Ed Transportation	8980	-\$605,901	-\$503,007	-\$102,894 ¹⁴
Resource 9021 - Sierra Vista Center	8980	-\$100,000	-\$100,000	\$0
Total Encroachment Contributions		<u>-\$2,272,489</u> <i>e</i>	<u>-\$2,081,008</u>	<u>-\$191,481</u>
Net Revenue less Expenditures (a + c + e) - (b + d)		<u><u>-\$1,034,017</u></u>	<u><u>-\$2,192,006</u></u>	

* Revenues equal objects 8XXX and include total revenues, total interfund transfers in, and total encroachment contributions.

** Expenditures equal objects 1000-7999 and include total expenditures and total interfund transfers out. Indirect costs are general overhead costs paid out of the unrestricted general fund for restricted programs. Indirect costs are shown as negative because they are reimbursements to the unrestricted general fund by reducing the expense, so it is a reduction in expenses.

*** Encroachment contributions are taken from unrestricted general fund and added to the restricted general fund. They are shown as a negative because they decrease revenues.

- MINUS SIGNS before a number in the Difference column show either decreased revenue or increased expenses. No minus sign in the Difference column shows increased revenue or decreased expenses.

The information presented above is accurate to the best of our knowledge.

**Sierra Sands Unified School District
General Fund Unrestricted Budget
2012/2013 1st Interim Budget vs. 2012/2013 Approved Budget Notes**

- 1 The district received a prior year revenue limit adjustment associated with redevelopment agency funding (773K) which was offset slightly by an amendment to P-2 ADA.
- 2 Receipt of additional unanticipated prior year Federal Impact Aid.
- 3 Increase is reflective of participation in the new Mandate Block Grant (138K) as well as further utilization of Tier III flexibility provisions associated with Adult School funding (200K).
- 4 Use of IYKSFA funds for book adoption (205K), Voice Over IP (VOIP) lease (156K), and interim construction manager (13K). Corresponding expenses are shown as increases to Book/Supplies and Other Outgo.
- 5 Increase due to certificated staffing needs as well as additional Step and Column movement.
- 6 Reflective of classified funding source adjustments, timing of filling vacant positions, and part-time position staffing needs.
- 7 Benefits are a function of salaries; other changes are associated with the timing of filling vacant positions as well as fewer than anticipated part-time employees that have elected to take health insurance benefit package.
- 8 Increase primarily due to remaining portion of book adoption materials (paid using IYKSFA) and carryover associated with donations and Lost/Damaged book funding. Other adjustments are a function of budget transfers to other elements of expense.
- 9 Capital projects that began in the prior fiscal year but were not completed until the current fiscal year must be accounted for in the current fiscal year. These projects include technology needs at the new Las Flores site as well as fencing needs at Gateway.
- 10 Per note #4, Voice Over IP (VOIP) system lease is to be funded by IYKSFA. 2012/13 is the second year of this three year lease.
- 11 Reflective of funding source adjustments and expense projections including utilities.
- 12 Due to an increase in special education population and associated needs as well as a decrease in funding due to general district declining enrollment.
- 13 Decrease in encroachment primarily due to staffing needs and funding source adjustments as they relate to special education transportation.
- 14 Increase directly related to funding source adjustments in Home to School transportation (see note #13) as well as additional transportation needs for special education students.

**Sierra Sands Unified School District
General Fund Restricted
2012/2013 Budget Comparison Report
1st Interim**

		<u>Proposed COLUMN A 2012/2013 1st Interim</u>	<u>COLUMN B 2012/2013 Approved Budget</u>	<u>2012/2013 DIFFERENCE</u>
Projected Fund Balance	Objects			
July 1 Beginning Fund Balance		\$668,184	\$668,184	
Add: Revenues (<i>Column A - Column B</i>) *	8000-8999	\$11,480,777	\$11,267,206	\$213,571
Less: Expenditures (<i>Column B - Column A</i>) **	1000-7999	\$11,711,100	\$11,465,249	-\$245,851
June 30 Ending Fund Balance		<u>\$437,860</u>	<u>\$470,140</u>	
ADD: Revenues				<i>(Column A - Column B)</i>
Revenue Limit Sources	8010-8092	\$1,651,350	\$1,651,350	\$0
Federal Revenues	8100-8299	\$2,860,529	\$2,913,439	-\$52,910
Other State Revenues	8300-8599	\$4,498,408	\$4,423,408	\$75,000
Other Local Revenues	8600-8799	\$198,000	\$198,000	\$0
Total Revenues		<u>\$9,208,288</u> <i>a</i>	<u>\$9,186,198</u>	<u>\$22,090</u>
LESS: Expenditures				<i>(Column B - Column A)</i>
Certificated Salaries	1000-1999	\$4,381,478	\$4,187,399	-\$194,079
Classified Salaries	2000-2999	\$1,983,494	\$1,882,472	-\$101,023
Benefits - Current Employees	3000-3999	\$2,981,323	\$2,873,057	-\$108,266
Books and Supplies	4000-4999	\$1,006,547	\$1,137,684	\$131,137
Services and Operating Expenses	5000-5999	\$930,425	\$947,937	\$17,512
Capital Outlay	6000-6599	\$0	\$0	\$0
Other Outgo (Lease Rev Bond Paym)	7100-7299 7400-7499	\$292,982	\$292,982	\$0
Indirect Costs	7300-7399	\$134,851	\$143,719	\$8,868
Total Expenditures		<u>\$11,711,100</u> <i>b</i>	<u>\$11,465,249</u>	<u>-\$245,851</u>
ADD: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***				<i>(Column A - Column B)</i>
Resource 2200 - Continuation High School	8980	\$197,843	\$136,740	\$61,103
Resource 6500 - Special Education	8980	\$1,149,847	\$999,717	\$150,130
Resource 7230 - Home to School Transportation	8980	\$218,898	\$341,544	-\$122,646
Resource 7240 - Special Ed Transportation	8980	\$605,901	\$503,007	\$102,894
Resource 9021 - Sierra Vista Center	8980	\$100,000	\$100,000	\$0
Total Encroachment Contributions		<u>\$2,272,489</u> <i>c</i>	<u>\$2,081,008</u>	<u>\$191,481</u>
Net Revenue less Expenditures (a + c) - b		<u>-\$230,323</u>	<u>-\$198,044</u>	

* Revenues equal objects 8XXX and include total revenues, total interfund transfers in and total encroachment contributions.

** Expenditures equal objects 1000-7999 and include total expenditures and total interfund transfers out. Indirect costs are general overhead costs paid out of the unrestricted general fund for restricted programs. Indirect costs are shown as negative because they are reimbursements to the unrestricted general fund by reducing the expense, so it is a reduction in expenses.

*** Encroachment contributions are taken from unrestricted general fund and added to the restricted general fund. They are shown as a positive because they increase revenues.

- MINUS SIGNS before a number in the **Difference** column show either decreased revenue or increased expenses. No minus sign in the **Difference** column shows increased revenue or decreased expenses.

11. BUSINESS ADMINISTRATION

11.3 Discussion of the Federal Impact Aid Program

Mrs. Janson will present a short informational summary of the Federal Impact Aid program and the participation by the district in the program.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in November, 2012 are submitted for approval. “A” warrants totaled \$ 2,268,557.80. “B” warrants totaled \$ 930,755.14.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of **NOVEMBER 2012**
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,577,291.68
End of month classified	\$503,510.81
10th of month certificated	\$87,253.12
10th of month classified	\$100,502.19
Total "A" Warrants	\$2,268,557.80

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 61	\$153,088.58
Batch 62	October
Batch 63	October
Batch 64	October
Batch 65	October
Batch 66	Food Service
Batch 67	\$66,728.61
Batch 68	Food Service
Batch 69	\$144,756.76
Batch 70	\$100,981.60
Batch 71	\$86,642.62
Batch 72	Food Service
Batch 73	\$17,280.00
Batch 74	December
Batch 75	\$104,814.31
Batch 76	Food Service
Batch 77	\$98,741.47
Batch 78	\$11,880.79
Batch 79	\$39,607.34
Batch 80	\$88,912.06
Batch 81	\$17,321.00
Batch 82	Food Service
Batch 83	December
Batch 84	December
Batch 85	December
Batch 86	December
Total "B" Warrants	\$930,755.14

12. CONSENT CALENDAR

12.2. Report to the Board on Solid Waste Hauling Services

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

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

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

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

12. CONSENT CALENDAR

12.3 Approval of Recommendations for Expulsion, Expulsion Case #10 1213

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

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

Expulsion Case #10 1213: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2012-13 fall semester and the 2012-13 spring semester. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

14. ORGANIZATION OF THE BOARD

Board bylaws and the education code specify the requirements for the annual organization of the Board of Education. They are listed as items 14.1 through 14.4 of this meeting's agenda. The board will elect a president, a vice president/clerk, and a representative to the committee that elects members to the County Committee on School District Organization at its annual organizational meeting. The board may also appoint one of its members to serve annually as the board's representative to meetings of the National Association of Federally Impacted Schools. The election for each position shall be conducted by roll call vote.

The superintendent will act as temporary chairman during the organization of the board.

14.1 Election of Board President

The superintendent will ask for nominations for the office of president of the board from now through the next organizational meeting in December 2013.

SUPERINTENDENT'S RECOMMENDATION: Elect a president by roll call vote.

14. ORGANIZATION OF THE BOARD

14.2 Election of Vice President/Clerk of the Board

The superintendent will ask for nominations for the office of vice president/clerk of the board from now through the next organizational meeting in December 2013.

SUPERINTENDENT'S RECOMMENDATION: Elect a vice president/clerk by roll call vote.

14. ORGANIZATION OF THE BOARD

14.3 Election of Board Representative and Alternate Representative to the Committee that
Elects Members to the County Committee on School District Organization

Currently Mrs. Dietrichson serves as representative and Mr. Rockwell serves as alternate representative to the Committee that Elects Members to the County Committee on School District Organization. The superintendent will ask for nominations for representative and alternate representative to serve on the Committee that Elects Members to the County Committee on School District Organization.

SUPERINTENDENT'S RECOMMENDATION: Elect a representative and an alternate representative by roll call vote.

14. ORGANIZATION OF THE BOARD

14.4 Election of Board Representative to Meetings of the National Association of Federally Impacted Schools (NAFIS)

Mrs. Covert currently serves as the board's representative to meetings of the National Association of Federally Impacted Schools. The superintendent will ask for nominations for NAFIS representative from now through the next organizational meeting in December 2013.

SUPERINTENDENT'S RECOMMENDATION: Elect a NAFIS representative by roll call vote.