

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**JULY 18, 2013  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusdschools.org](http://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, President  
Tom Pearl  
Kurt Rockwell, Vice President/Clerk  
Michael Scott

Joanna Rummer, Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

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

**2. APPROVAL OF MINUTES** of the regular meeting of June 20, 2013, and the special meeting of June 27, 2013.

**3. PROGRAMS AND PRESENTATIONS**

**4. PUBLIC HEARING**

**5. REPORTS AND COMMUNICATIONS**

**5.1 Reports from Members of the Board**

## 5.2 Superintendent's Report

- Enrollment Report
- Preparation for New School Year

## 5.3 Communications from the public

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

## 6. EDUCATIONAL ADMINISTRATION

- 6.1 Review and Approval of a Grade 6 Exploratory Wheel Course
- 6.2 Approval of Technology Purchases to Support Common Core Implementation

## 7. POLICY DEVELOPMENT AND REVIEW

## 8. PERSONNEL ADMINISTRATION

### 8.1 Certificated

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

### 8.2 Classified

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

### 8.3 Approval of Amendment to the Superintendent's Contract

## 9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Appointment of Student Member to the Board of Education for the 2013-14 School Year
- 9.3 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act

## 10. CONSTRUCTION ADMINISTRATION

## 11. BUSINESS ADMINISTRATION

### 11.1 Approval To Negotiate Contract for Trash Hauling Services

## 12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

12.2 Report to the Board on Solid Waste Hauling Services

12.3 Adoption of Resolution #1 1314 Child Care and Development for 2013-14, State Pre-school Program

12.4 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2013-14 School Year

## 13. FUTURE AGENDA

## 14. ADJOURNMENT

The next regular meeting of the Board of Education will be August 15, 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](http://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: June 20, 2013  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Scott  
MEMBERS ABSENT: Pearl, Rockwell  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Board Member Scott.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the Inyo-Kern Schools Financing Authority Agenda will be heard following Item 12, Consent Calendar.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular meeting of May 16, 2013 and the special meeting of June 12, 2013 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

Public Hearing for the Sierra Sands Unified School District Budget for Fiscal Year 2013-14

The public hearing opened at 7:03 p.m. and hearing no comments was closed at 7:04 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

Board President Farris reported on his attendance at the CSBA Delegate Assembly meeting.

5. REPORTS AND COMMUNICATIONS (continued)

5.2 Superintendent's Report

Superintendent Rummer reported the enrollment is down by 58 students and our attendance is currently at 95.4%. She also appreciated the opportunity to attend the May Revise and the PLC Conference as both conferences provided useful information and tools for our district.

5.3 Comments from the public on items not on the agenda

No comments were made during public comment.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Consolidated Application for Funding Categorical Programs, 2013-2014 School Year

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Motion passed to approve the Consolidated Application for Funding Categorical Programs for the 2013-14 school year. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

6.2 Approval of ROP Business Technology Course at Burroughs High School

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Motion passed to approve the ROP Business Technology Course at Burroughs High School. COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulations 6173, Education for Homeless Children and New Exhibit

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Motion passed to approve revisions to BP 6173, Education for Homeless Children, and New Exhibit, E 6173. AR 6173 was presented for informational purposes. COVERT/DIETRICHSON

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

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/COVERT

8. PERSONNEL ADMINISTRATION (continued)

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Brian Watters of NAPA Auto Parts donated \$50 to Mrs. Chappell's class field trip to see *The Great Gatsby*. Antoine Hood also donated \$50 for Mrs. Chappell's class field trip. Marc Mitchell donated \$200.53 for basketball awards at Murray, and Teri Cleveland donated \$142 for yearbooks for students at Murray. The following people donated \$45 for Magic Mountain tickets for students; Sue Marvin, Sarah Kowalski, Valerie Bennett, Kris Groves, Teri Cleveland, Bonnie Mann, Rebekah Howard, and Lisa Harper. Lynne Hetheron donated \$65 for Magic Mountain tickets for students at Murray and Gary Speegle donated a professional dissecting microscope with a value of \$350 to the James Monroe Science department. SCOTT/COVERT

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Approval of Professional Services Agreement with Schools Legal Service

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Motion passed to approve the Professional Services Agreement with Schools Legal Service. COVERT/SCOTT

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

11.2 Approval of Professional Services Agreement with Fagen Friedman & Fulfrost, LLP

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Motion passed to approve the Professional Services Agreement with Fagen, Friedman, & Fulfrost, LLP. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Scott

ABSENT: Pearl, Rockwell

11. BUSINESS ADMINISTRATION (continued)

11.3 Approval of Resolution #20 1213 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

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Motion passed to approve Resolution #20 1213 and disclosure regarding the planned use of cash provided by the Education Protection Account. SCOTT/COVERT

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

11.4 Approval of Resolution #21 1213 Regarding Funding Requested through the State School Facility Program

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Motion passed to approve Resolution #21 1213, regarding funding requested through the State School Facility Program. COVERT/DIETRICHSON

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

11.5 Adoption of the Proposed Budget for Fiscal Year 2013-14

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Motion passed to approve the adoption of the proposed budget for fiscal year 2013-14. COVERT/DIETRICHSON

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

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 Preschool Self-Evaluation Annual Report for the 2012-2013 School Year
- 12.4 Approval of Agreement with Dannis Woliver Kelley
- 12.5 Approval of Contract Renewal for Services with Capitol Advisors Group, LLC, Richard Gonzalez

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

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

President Farris temporarily adjourned the meeting of the Sierra Sands Unified School District and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 7:48 p.m.

13. FUTURE AGENDA

No future agenda items.

14. ADJOURNMENT was at 7:48 p.m.

THE BOARD OF EDUCATION

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Michael Scott, Acting Vice President/Clerk

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Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 27, 2013  
TIME OF MEETING: 6:30 p.m.  
PLACE OF MEETING: District Office Conference Room "A"  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

1. ADOPTION OF AGENDA

2. CLOSED SESSION

2.1 The Board Will Meet in Closed Session to Conduct an Evaluation of the Superintendent.

The board completed the evaluation of the superintendent. No action was taken in closed session.

3. ADJOURNMENT was at 8:00 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk

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Joanna Rummer, Secretary to Board

Sierra Sands Unified School District  
Tenth 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	96.4%	96.2%	71	79	83	86	79	77						475	472	3
GATEWAY	95.8%	96.1%	55	87	71	69	63	62					18	425	423	2
INYOKERN	95.0%	95.1%	32	36	28	25	32	27						180	185	-5
LAS FLORES	95.4%	95.4%	94	70	72	63	62	67						428	382	46
PIERCE	95.3%	95.6%	55	53	61	59	55	53						336	351	-15
RAND	94.4%	93.1%	5	0	2	2	0	0						9	6	3
RICHMOND ANNEX	92.1%	91.9%											100	100	108	-8
RICHMOND	95.9%	95.9%	66	69	60	71	61	56						383	423	-40
TOTAL K -5	95.6%	95.7%	378	394	377	375	352	342					118	2336	2350	-14
MONROE	95.0%	95.6%							156	156	161		28	501	496	5
MURRAY	95.6%	95.7%							192	194	155		33	574	588	-14
TOTAL 6 -8	95.3%	95.7%							348	350	316		61	1075	1084	-9
BURROUGHS	95.2%	94.8%										1267	62	1329	1386	-57
MESQUITE	92.9	82.0%										99		99	89	10
														0		0
														0		0
TOTAL 9 - 12	95.2%	94.8%										1366	62	1428	1475	-47
12-13 TOTAL	95.4%		378	394	377	375	352	342	348	350	316	1366	241	4839	---	---
11-12 TOTAL		95.4%	389	404	385	354	347	363	358	318	354	1406	231		4909	---
CHANGE		0.00%	-11	-10	-8	21	5	-21	-10	32	-38	-40	10	---	---	-70

<u>Elementary K - 5</u>	<u>2012-13</u>	<u>2011-12</u>
Regular -		
K	378	389
1 - 3	1146	1143
4 - 5	694	710
Special Education -		
SDC	118	108
RSP	110	122
<u>Middle 6-8</u>		
Regular	1014	1030
Special Education -		
SDC	61	54
RSP	74	76
<u>High School 9 - 12</u>		
Regular	1267	1317
Continuation	99	89
ROP	379	
Special Education -		
SDC	62	69
RSP	83	82
Adult	558	542

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Review and Approval of a Grade 6 Exploratory Wheel Course

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**BACKGROUND INFORMATION:** There are several wheel courses that have been approved by the board over the course of many years but the content described in the course outlines is outdated and obsolete.

**CURRENT CONSIDERATIONS:** Students need to acquire specific literacy and technological skills particular to successful achievement of the new common core standards and assessments beginning in 2014-15. Staff has developed several nine week introductory courses that can be offered in an interchangeable fashion so that Grade 6 students are exposed to several content areas as they transition from elementary to secondary.

Middle school staff recommends the following nine week courses as options available to create an elective wheel.

- **Introductory Spanish:** Students will be introduced to Spanish as well as Spanish speaking cultures. Basic vocabulary will be interwoven with conversational skills.
- **Computers and Technology:** Students will become familiar with the tools and skills necessary to be a 21<sup>st</sup> century learner. They will learn basic keyboarding as well as foundational skills to effectively use technology as a personal learning device.
- **Exploring Art:** Students will be introduced to perspective, color, design, line, shape and texture through drawing, watercolor, ceramics, and mixed media.
- **Exploring Music:** Students will be introduced to various genres of music and will learn about the fundamentals of music including rhythm, pitch, basic sight reading and more.
- **Student Success:** Students will learn and demonstrate how to be a successful student including how to study, how to take notes, how to be resourceful, how to be self-directed, how to organize one's backpack and binder and how to use their planner successfully.
- **Read, Write, Think:** Students will be introduced to strategies specific to learning the common core standards. Students will learn how to read for meaning, ask critical questions, engage in formal discussion, and work collaboratively to solve a problem.

**FINANCIAL CONSIDERATIONS:** Currently adopted curriculum and programs will be used to support each course. Categorical funds will be used to purchase consumable supplies and materials.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Exploratory Wheel course for Grade 6 beginning in fall 2013 as presented.

**Sierra Sands Unified School District**  
**Course Outline**

Site: Middle School

Department: Elective

Course Title: Exploratory Wheel

Purpose/Goals: To provide Grade 6 students the opportunity to explore and transition into a variety of elective offerings at the beginning of the secondary school experience. A wheel will consist of four nine week courses that are interchangeable to meet the needs of students.

Courses available to create a wheel:

- **Introductory Spanish:** Students will be introduced to Spanish as well as Spanish speaking cultures. Basic vocabulary will be interwoven with conversational skills.
- **Computers and Technology:** Students will become familiar with the tools and skills necessary to be a 21st century learner. They will learn basic keyboarding as well as foundational skills to effectively use technology as a personal learning device.
- **Exploring Art:** Students will be introduced to perspective, color, design, line, shape and texture through drawing, watercolor, ceramics, and mixed media.
- **Exploring Music:** Students will be introduced to various genres of music and will learn about the fundamentals of music including rhythm, pitch, basic sight reading and more.
- **Student Success:** Students will learn and demonstrate how to be a successful student including how to study, how to take notes, how to be resourceful, how to be self-directed, how to organize one's backpack and binder and how to use their planner successfully.
- **Read, Write, Think:** Students will be introduced to strategies specific to learning the common core standards. Students will learn how to read for meaning, ask critical questions, engage in formal discussion, and work collaboratively to solve a problem.

Grade/Level(s): Grade 6

Recommended Prerequisites: None

A-G Requirement: No

Type of Course: Elective

Course Length: One quarter per course

Adopted Textbooks(s)/Materials:      Currently adopted curriculum

Board Approval: July 18, 2013

Revised:

## 6. EDUCATIONAL ADMINISTRATION

### 6.2 Approval of Technology Purchases to Support Common Core Implementation

**BACKGROUND INFORMATION:** California adopted the Common Core Standards in August 2010. Since this time staff has been working diligently to develop and implement a plan to transition students to the new curriculum and online assessments. A major aspect of the Common Core is the use of technology. Students are required to effectively demonstrate their technological knowledge and skills in daily classroom activities as well as on standardized assessments.

**CURRENT CONSIDERATIONS:** As discussed at the board workshop held on April 2, 2013, a three year Common Core transition plan was presented and discussed. A proposal was presented that described the equipment necessary to meet the technological demands of Common Core. To prepare students for college and career, it is important that they regularly experience and demonstrate proficiency with various types of technology. It is necessary that specific equipment be purchased and embedded in classroom instruction to ensure successful student outcomes.

In May of 2013, both Murray Middle School and Pierce Elementary School had the opportunity to pilot the new online standardized assessment. A class set of Chromebooks was purchased to determine the effectiveness in meeting the upcoming testing requirements and wireless capacity of the district. It was determined that these individualized learning devices were a very successful tool in meeting the requirements of online assessments. It was noted, however, that an upgrade to our current wireless infrastructure would be necessary as this process is implemented district-wide.

As a result of the pilot and our work with the new standards, it will be necessary to purchase equipment and upgrade our wireless coverage. To achieve an initial 4:1 ratio of Chromebooks across the district that will be used for daily instruction and assessment purposes, we are proposing to purchase Chromebook packages and management services for a total of \$464,922.62. Additionally, an upgrade to the current wireless infrastructure would be \$145,758.15. We anticipate that there will be an ongoing cost to achieve a 1:1 student/computer ratio, and then sustain this equipment over time, at a cost of approximately \$500,000 per year. The wireless upgrade is a one-time cost that will adequately meet the density requirements of this implementation plan.

**FINANCIAL IMPLICATIONS:** Cost of the Chromebooks, related materials, and support is \$610,680.77 to be paid from the Common Core State Standards funding designated for common core implementation.

Purchase of equipment to support Common Core implementation

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SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the purchase of Chromebooks, related materials, and support as outlined above in the amount of \$610,680.77.





# eQuote

**eQuote Number: 1718**

 Payment Terms: Due upon receipt  
 Expiration Date: 08/02/2013

**Quote Prepared For**

**Donnie Morrison**  
**Sierra Sands Unified School District**  
 113 Felspar  
 Ridgecrest, CA 93555-3589  
 Phone: (760) 499-1600  
 dmorrison@ssusd.orgv

**Quote Prepared By**

**Nicolas Yarosz**  
**Newmind Group Inc**  
 P.O. Box 19246  
 Kalamazoo, MI 49019  
 United States  
 Phone: 269-601-7741  
 Fax: 866-375-4416  
[nicolas@newmindgroup.com](mailto:nicolas@newmindgroup.com)

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	EXTENDED PRICE
<b>One-Time Items</b>				
1)	1305	CB - Samsung Chromebook Samsung Series 3 Chromebook XE303C12 - Exynos 5 1.7 GHz - Chrome OS - 16 GB Flash - 2 GB RAM - 11.6" wide 1366 x 768 / HD - silver	\$249.00	\$324,945.00
2)	1305	CB - Management EDU ChromeOS Management Service for EDU ChromeOS Cpanel and 24/7 Google Support included CROS-SW- DN-EDU CROS-SW-UPG-DN-EDU	\$30.00	\$39,150.00
3)	36	CB - Cart 36 <a href="#">[Web Page]</a> 36 Unit Chromebook Cart - Ivory - Smart Power - 28.5" x 33" x 45"  Shipping & Handling not included	\$1,991.50	\$71,694.00
			<b>One-Time Total</b>	<b>\$435,789.00</b>
<b>Shipping Items</b>				
4)	36	CB - Cart Shipping Shipping & Handling - Per Chromebook Cart - Please Allow 4-6 weeks	\$299.00	\$10,764.00
			<b>Shipping Total</b>	<b>\$10,764.00</b>
<b>Comment:</b>			<b>SubTotal</b>	<b>\$446,553.00</b>
			<b>Total</b>	<b>\$446,553.00</b>

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

DUE UPON RECEIPT BY ACCEPTING THIS ESTIMATE OR PAYING THE RESULTING INVOICE YOU AGREE TO THE TERMS AND  
 CONDITIONS OF SERVICE DESCRIBED IN THE MASTER SERVICES AGREEMENT AVAILABLE AT:  
<http://www.newmindgroup.com/terms> IN ADDITION, YOU REPRESENT THAT YOU HAVE ALL NECESSARY AUTHORITY TO ENTER INTO  
 THE CONTRACT FORMED BY (i) THE MASTER SERVICES AGREEMENT, (ii) THIS ESTIMATE, AND (iii) ANY OTHER TERMS OR  
 CONDITIONS IDENTIFIED ABOVE.

## **ORDERING INFORMATION:**

**ERATE SPIN #: 143026005**

**CAGE CODE: 0GTJ3**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER: 52-1837891**

**DUNS NUMBER: 80-967-8782**

**CEC: 80-068888K**

**Ordering Address:**

**Attn: *Your Account Managers Name***

**GovConnection, Inc.**

**732 Milford Road**

**Merrimack, NH 03054**

***Please be sure to include the attached quote number on your purchase order***

**Remittance Address:**

**GovConnection, Inc.**

**Box 382810**

**Pittsburgh, PA 15250-8810**

**ACH Bank Information:**

**Bank: Citizens Bank**

**ABA#: 2110-7017-5**

**Account #: 1104119304**

**EFT Bank Information**

**Bank: Citizens Bank**

**ABA#: 0115-0012-0**

**Account #: 1104119304**

**Sales: 800-800-0019**

**Fax: 603-683-0374**

**Important Notice - Standard Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - [govconnection.com](http://govconnection.com), or you may request a copy via fax, e-mail, or mail by calling your account representative.**



7503 Standish Place  
Rockville, MD 20855

## QUOTATION

Quote # 23454352.01

PLEASE REFER TO THE ABOVE  
QUOTE NUMBER WHEN ORDERING

Date: July 3, 2013  
Valid through: August 2, 2013  
Account #: 4809228

Account Executive: Shaun McFadden  
Phone: (800) 800-0019 ext. 33178  
Fax: (603) 683-0732  
Email: smcfadden@govconnection.com

### QUOTE PROVIDED TO:

AB#: 4809228  
SIERRA SANDS UNIFIED  
ACCOUNTS PAYABLE  
113 FELSPAR  
RIDGECREST, CA 93555

### SHIP TO:

AB#: 4809229  
SIERRA SANDS UNIFIED SCHOOL  
DISTRICT  
WAREHOUSE  
921 EAST INYOKERN ROAD  
RIDGECREST, CA 93555

DELIVERY		FOB		TERMS		CONTRACT ID #	
1-30 Days A/R/O		Destination		NET 30			
* Line #	Qty	Item #	Manuf. Part #	Description		Price	Ext
1	1,305	11021051	910-001601	M100 USB Optical Mouse, Black Logitech		\$6.00	\$7,830.00
2	1,305	131673	ACM-90B	PC / Audio Stereo Headphones Cyber Acoustics		\$7.00	\$9,135.00
Lines: 2						Total Merchandise	\$16,965.00
						Fee	
						Ship Via: UPS Ground Commercial	1,023. pounds
						Shipping and Handling	\$5.00
						Tax	\$1,399.62
						<b>TOTAL</b>	<b>\$18,369.62</b>
						* Lease for as low as:	



Service. Value. Integrity.

**PREPARED FOR:**

Sierra Sands USD  
Donnie Morrison  
113 W. Felspar Ave  
Ridgecrest, CA 93555

760-499-1633  
dmorrison@ssusd.org

**PROJECT**

Xirrus Wireless Networks

**TERMS**

Quote Expires  
07/31/2013

**Sales Quote**

**DATE**

07/03/2013

**NUMBER**

2727 v2

**PREPARED BY:**

Kimberly Chrisman  
Phone: 805-277-0114  
Email: kchrisman@starnetdata.com

**Burroughs High School**

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR-Wireless Array consisting of 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	20	\$2,280.00	\$45,600.00
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	2	\$540.00	\$1,080.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN12/16	20	\$80.00	\$1,600.00
XS-PWR-NA	North American power cord	20	\$0.00	\$0.00
	<i>Maintenance</i>			
SU-AOS-XR-2420-1	1 Year Premium Support for ArrayOS on XR-2420 Wireless Arrays	20	\$80.00	\$1,600.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Array. Covers chassis and modular APs	20	\$36.00	\$720.00
SU-AOS-XR-520-1	1 Year Premium Support for ArrayOS on XR-520 Wireless APs	2	\$20.00	\$40.00
SU-HW-XR-520-1	1 Year Premium Hardware Support fo XR-520 Wireless AP	2	\$9.00	\$18.00

**Faller Elementary School**

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting of 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	6	\$2,280.00	\$13,680.00
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	6	\$540.00	\$3,240.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN12/16	6	\$80.00	\$480.00
XS-PWR-NA	North American power cord	6	\$0.00	\$0.00
	<i>Maintenance</i>			
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	6	\$80.00	\$480.00

**Thank you for considering Starnet Data Design**

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**Faller Elementary School**

ITEM	DESCRIPTION	QTY	COST	TOTAL
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Array. Cover chassis and modular APs	6	\$36.00	\$216.00
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520 Wireless APs	6	\$20.00	\$120.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless AP	6	\$9.00	\$54.00

**Gateway Elementary School**

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting of 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	4	\$2,280.00	\$9,120.00
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	2	\$540.00	\$1,080.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN 12/16	4	\$80.00	\$320.00
XS-PWR-NA	North American power cord	4	\$0.00	\$0.00
	<i>Maintenance</i>			
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	4	\$80.00	\$320.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Array. Covers chassis and modular APs	4	\$36.00	\$144.00
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520 Wireless APs	2	\$20.00	\$40.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless AP	2	\$9.00	\$18.00

**Inyokern**

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting for a 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	1	\$2,280.00	\$2,280.00
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	2	\$540.00	\$1,080.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN 12/16	1	\$80.00	\$80.00
XS-PWR-NA	North American power cord	1	\$0.00	\$0.00
	<i>Maintenance</i>			
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	1	\$80.00	\$80.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Array Covers chassis and modular APs	1	\$36.00	\$36.00

**Thank you for considering Starnet Data Design**

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Inyokern

ITEM	DESCRIPTION	QTY	COST	TOTAL
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520 Wireless APs	2	\$20.00	\$40.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless AP	2	\$9.00	\$18.00

Las Flores Elementary School

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	1	\$540.00	\$540.00
	Maintenance			
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520	1	\$20.00	\$20.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless AP	1	\$9.00	\$9.00

Mesquite High School

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting of 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	2	\$2,280.00	\$4,560.00
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	2	\$540.00	\$1,080.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN12/16	2	\$80.00	\$160.00
XS-PWR-NA	North American power cord	2	\$0.00	\$0.00
	Maintenance			
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	2	\$80.00	\$160.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Array. Covers chassis and modular APs	2	\$36.00	\$72.00
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520 Wireless APs	2	\$20.00	\$40.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless AP	2	\$9.00	\$18.00

Monroe Middle School

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting of 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	3	\$2,280.00	\$6,840.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN 12/16	3	\$80.00	\$240.00
XPS-PWR-NA	North American power cord	3	\$0.00	\$0.00
	Maintenance			

Monroe Middle School

ITEM	DESCRIPTION	QTY	COST	TOTAL
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	3	\$80.00	\$240.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Array. Covers chassis and modular APs	3	\$36.00	\$108.00

Murray Middle School

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting of 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	4	\$2,280.00	\$9,120.00
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios, and ArrayOS	2	\$540.00	\$1,080.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of any model except XR-6000/7000 and XN 12/16	4	\$80.00	\$320.00
XS-PWR-NA	North American power cord	4	\$0.00	\$0.00
	Maintenance			
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	4	\$80.00	\$320.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support for XR-2420 Wireless Arrays	4	\$36.00	\$144.00
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520 Wireless APs	2	\$20.00	\$40.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless AP	2	\$9.00	\$18.00

Pierce Elementary School

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-2420	XR Wireless Array consisting for 4 slot chassis with integrated controller, 4 300Mbps 802.11n modular APs, and ArrayOS operating system	5	\$2,280.00	\$11,400.00
XP1-MSI-75	1 Port 75W PoE injector. Powers 1 Array or AP of all models except XR-6000/7000 and XN 12/16	5	\$80.00	\$400.00
XS-PWR-NA	North American power cord	5	\$0.00	\$0.00
	Maintenance			
SU-AOS-XR-2420-1	1 Year Premium Software Support for ArrayOS on XR-2420 Wireless Arrays	5	\$80.00	\$400.00
SU-HW-XR-2420-1	1 Year Premium Hardware Support on XR-2420 Wireless Array. Covers chassis and modular APs	5	\$36.00	\$180.00

Richmond

ITEM	DESCRIPTION	QTY	COST	TOTAL
XR-520	XR Access Point with integrated controller, 2 300Mbps 802.11n radios,	6	\$540.00	\$3,240.00

Richmond

ITEM	DESCRIPTION	QTY	COST	TOTAL
	and ArrayOS			
	<i>Maintenance</i>			
SU-AOS-XR-520-1	1 Year Premium Software Support for ArrayOS on XR-520 Wireless APs	6	\$20.00	\$120.00
SU-HW-XR-520-1	1 Year Premium Hardware Support for XR-520 Wireless APs	6	\$9.00	\$54.00

Cabling-ESTIMATE

ITEM	DESCRIPTION	QTY	COST	TOTAL
CABLE-INSTALL	Cabling estimate includes all materials and labor: \$165 per drop, 1 drop per Array	68	\$165.00	\$11,220.00

Starnet Professional Services

ITEM	DESCRIPTION	QTY	COST	TOTAL
TBD	Starnet Professional Services: To be Determined		\$0.00	\$0.00

Shipping-ESTIMATE

ITEM	DESCRIPTION	QTY	COST	TOTAL
		1	\$245.00	\$245.00

Quote Totals

SECTION	TOTAL
Burroughs High School	\$50,658.00
Faller Elementary School	\$18,270.00
Gateway Elementary School	\$11,042.00
Inyokern	\$3,614.00
Las Flores Elementary School	\$569.00
Mesquite High School	\$6,090.00
Monroe Middle School	\$7,428.00
Murray Middle School	\$11,042.00
Pierce Elementary School	\$12,380.00
Richmond	\$3,414.00
Cabling-ESTIMATE	\$11,220.00
Starnet Professional Services	\$0.00
Shipping-ESTIMATE	\$245.00

Terms: Due on Receipt, unless other payment terms are in place., 1% monthly late payment fee, 50% prepayment on quotes over \$10,000. Quote valid for 30 days. We reserve the right to cancel orders arising from pricing or other errors. if you have any questions, please contact us.

Shipping	\$245.00
Tax	\$9,786.15
<b>Total</b>	<b>\$145,758.15</b>

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email: support@starnetdata.com

PO Number

Approved By:

---

**Thank you for considering Starnet Data Design**

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Quote #: 2727 v2

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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\*\*\*

Randi Chappell  
English – Burroughs  
Effective 6-30-13

Stephanie Warren  
SDC – Richmond  
Effective 6-30-13

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Lindsey Brown  
Resource Specialist – Inyokern  
Effective 8-12-13

Bryan Cardoza  
Special Day Class – Richmond  
Effective 8-12-13

Amber Gilliam  
Special Day Class – Gateway  
Effective 8-12-13

Brian Kniffin  
Special Day Class - Burroughs  
Effective 8-12-13

Michael Lane  
Special Day Class – Richmond  
Effective 8-12-13

Lewis Marques  
Special Day Class – Richmond  
Effective 8-12-13

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 EMPLOYMENT (continued)

Lori Miller  
School Nurse – Pupil Personnel  
Effective 8-12-13

Nathalie Mazo  
Counselor – Murray  
Effective 8-7-13

Rochelle Ramirez  
Special Day Class – James Monroe  
Effective 8-12-13

Kevin Wythe  
Elementary Counselor – District  
Effective 8-7-13

Marina Young  
Elementary Counselor – District  
Effective 8-7-13

8.15 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Catherine Benson  
5 ½ hr. Paraprofessional – Gateway  
Effective 8-13-13

Denise Husk  
5 ½ hr. Paraprofessional – Richmond  
Effective 8-13-13

Melissa Naslund  
2 ½ hr. Paraprofessional/Workability Job Coach – Burroughs  
Effective 8-13-13

Elena Talamalie  
5 ½ hr. Paraprofessional – Gateway  
Effective 8-13-13

Classified Substitutes for the 2013-2014 School Year  
Evangelina Cutting  
Sonny Jao  
Janis Kunz  
Carrie McNatt  
Debora Ruth  
Hurumi Smith

8.24 CHANGE OF STATUS

Alison Burson  
From: Secretary to the Superintendent – Superintendent's Office  
To: Director of Warehouse, Food Service, and Transportation – Business Office  
Effective 07-01-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (Continued)

Kathy Rohlf

From: 8 hr. Head Custodian – Burroughs

To: 8 hr. Paraprofessional/Student Supervisor – Burroughs

Effective 8-13-13

Sondra Szczypiorski

From: 3 ½ hr Food Service Assistant II – Vieweg

And 3 hr. Food Service Assistant I – Burroughs

To: 8 hr. Custodian – James Monroe

Effective 7-02-13

## 8. PERSONNEL ADMINISTRATION

### 8.3 Approval of Amendment to the Superintendent's Contract

---

BACKGROUND INFORMATION: The board and the superintendent entered into a contract on April 20, 2005.

CURRENT CONSIDERATIONS: In consideration of her satisfactory evaluation, dated June 27, 2013 the board has requested that the superintendent's contract be amended to read as follows:

#### 1. TERM

Per paragraph 5, Evaluation, the superintendent's contract shall be extended from June 30, 2013 to June 30, 2014.

#### 2. SALARY

The Board shall meet, determine, and advise the Superintendent whether and to what extent the salary of the Superintendent shall be increased under this agreement.

#### 3. FRINGE BENEFITS

During the term of this agreement, the Superintendent shall be entitled to receive at least all health, welfare, and fringe benefits of employment enjoyed by other management team members employed by the District, including those who have attained the age of fifty-five (55) with ten (10) years of consecutive service to the District, which shall apply until the age of sixty-five (65) as with all other certificated personnel.

#### 4. PROFESSIONAL REQUIREMENTS

The Board expects the Superintendent to continue her professional development and to participate in relevant learning experiences. To that end, the District agrees to make reimbursements specifically mentioned in this paragraph and other reasonable reimbursements consistent with this expectation available to the Superintendent. The Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Expenses of attendance shall be paid in advance by the District or, where appropriate, reimbursed upon submission of proper receipts from the Superintendent. The Superintendent shall maintain and improve professional competence by obtaining subscriptions to, and reading, appropriate periodicals and professional publications.

The expense for the subscriptions for such materials and the cost of any such publications shall be paid for by the District.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is requested that the board approve the amendment to the agreement with the superintendent.

Subject: Amendment to Superintendent's Contract

Date: June 27, 2013

Upon receipt of a satisfactory evaluation dated July 18, 2013 the superintendent's contract shall be amended to include the following:

1. TERM  
Per paragraph 5, Evaluation, the Superintendent's contract shall be extended from June 30, 2013 to June 30, 2014.
2. SALARY  
The Board shall meet, determine, and advise the Superintendent whether and to what extent the salary of the Superintendent shall be increased under this agreement.
3. FRINGE BENEFITS  
During the term of this agreement, the Superintendent shall be entitled to receive at least all health, welfare and fringe benefits of employment enjoyed by other certificated management team members employed by the District, including those who have attained the age of fifty-five (55) with ten (10) years of consecutive service to the District, which shall apply until the age of sixty-five (65) as with all other certificated personnel.
4. PROFESSIONAL REQUIREMENTS  
The Board expects the Superintendent to continue her professional development and to participate in relevant learning experiences. To that end, the District agrees to make reimbursements specifically mentioned in this paragraph and other reasonable reimbursements consistent with this expectation available to the Superintendent. The Superintendent is expected to attend appropriate professional meetings at local, state and national levels. Expenses of attendance shall be paid in advance by the District or, where appropriate, reimbursed upon the submission of proper receipts from the Superintendent. The Superintendent shall maintain and improve professional competence by obtaining subscriptions to, and reading, appropriate periodicals and professional publications. The expense for the subscriptions for such materials and the cost of any such publications shall be paid for by the District.

\_\_\_\_\_  
Board President  
William Farris

\_\_\_\_\_  
Superintendent  
Joanna Rummer

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

---

CURRENT CONSIDERATIONS: The following donations have been received: Loretta Vitale donated an Acer lap top computer with an estimated value of \$750 to the Burroughs High School football program. Howard and Barbara Auld donated a new full set of Americraft Cookware to the Culinary Arts Program at Burroughs with a value of \$2,000.

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

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

9. GENERAL ADMINISTRATION

9.2 Appointment of Student Member to the Board of Education for the 2013-14 School Year

---

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited to serve as student member of the Board of Education for the 2013-14 school year. Student Lara Luu is being presented tonight for recommendation.

CURRENT CONSIDERATIONS: Lara Luu is a senior at Burroughs High School. Academically, Lara maintains a 3.8 GPA and takes many honors and AP classes. She is involved in ASB as well as other activities at Burroughs.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended the Board of Education appoint Lara Luu as student member to the board for the 2013-14 school year.

## 9. GENERAL ADMINISTRATION

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

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

This procedure is intended to address all of the following:

(1) A complaint related to instructional materials as follows:

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

(B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.

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

(2) A complaint related to teacher vacancy or misassignment as follows:

(A) A semester begins and a certificated teacher is not assigned to teach the class.

(B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.

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

(3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

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

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between April 1, 2013 and June 30, 2013 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

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

# **Quarterly Report on Williams Uniform Complaints** **[Education Code § 35186]**

District: Sierra Sands Unified School District

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

Quarterly Report Submission Date:

(check one)

- ☐ April 1, 2014 (for period Jan 1 - Mar 31)  
☒ July 1, 2013 (for period Apr 1 - Jun 30)  
☐ Oct 1, 2013 (for period Jul 1 – Sep 30)  
☐ Jan 1, 2014 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: July 18, 2013

Please check the box that applies:

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

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

Joanna Rummer

Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

## SIERRA SANDS UNIFIED SCHOOL DISTRICT

### 11.1 BUSINESS ADMINISTRATION

#### 11.1 Approval To Negotiate Contract for Trash Hauling Services

---

BACKGROUND INFORMATION: Under Public Resource Code Section 40059, the board approved Resolution #14-1213 at the February 21, 2013 board meeting authorizing staff of the District to issue a Request for Proposal for trash hauling services.

CURRENT CONSIDERATIONS: The Request for Proposal issued by the District was published in the Daily Independent, the Antelope Valley Press, the Bakersfield Californian, and the News Review on April 17, 2013. On the same date, the solicitation was also posted on the district website, e-mailed and faxed to known, interested vendors. A job walk took place on April 25, 2013. Two vendors (Benz, Inc. and Waste Management, Inc.) attended. Responses were received from the same two vendors. A district panel met on May 10, 2013 to review the proposals. The review precipitated a request for clarification which was sent to both respondents on June 5, 2013. The responses were received June 10, 2013. The panel reconvened on June 17, 2013. District requirements were revisited and the responses from the two vendors considered. The panel determined that further clarification was needed, and a request was sent to both respondents June 18, 2013. The responses to this second request were received June 21, 2013. The panel reconvened on June 25, 2013. After a thorough review of district requirements and the responses from the two vendors, the panel determined that it would recommend Waste Management, Inc. as the successful respondent.

FINANCIAL IMPLICATIONS: To be determined. The proposal received by Waste Management, Inc. was the lowest proposal at \$5,908.92 per month for trash and recycle hauling. The proposal cited by Benz, Inc. was \$6,890.00 per month for trash and recycle hauling.

Prices for additional services such as portable rest rooms, hand-washing stations, large roll-off bins, etc. were also compared. Staff reviewed prior year experience in each area in order to obtain an accurate estimate of the total costs associated with the additional services for both respondents. The results indicated that the proposal of Waste Management, Inc. would be the most advantageous for the district overall. Savings to the district for regular trash and recycle hauling services is estimated to be approximately \$11,772.96 annually.

It should be noted that both proposals were thoroughly reviewed and counsel was consulted during the entire process.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board accept the recommendation of staff, and authorize staff to negotiate a contract with Waste Management, Inc.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

---

CURRENT CONSIDERATIONS: “A” and “B” warrants released in June, 2013 are submitted for approval. “A” warrants totaled \$2,296,274.16. “B” warrants totaled \$1,314,212.56.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for June, 2013 as presented.

This list represents the "A" and "B" warrants released during the month of **JUNE 2013**  
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	\$1,551,951.09
End of month classified	\$501,272.10
10th of month certificated	\$146,022.88
10th of month classified	\$97,028.09
<b>Total "A" Warrants</b>	<b>\$2,296,274.16</b>

### **"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
BATCH 197	\$7,731.50
BATCH 198	VOID
BATCH 199	May
BATCH 200	May
BATCH 201	\$38,821.68
BATCH 202	Food Service
BATCH 203	\$116,562.03
BATCH 204	May
BATCH 205	\$29,339.06
BATCH 206	\$446,405.93
BATCH 207	\$11,538.95
BATCH 208	\$16,439.24
BATCH 209	\$24,222.12
BATCH 210	\$258,555.95
BATCH 211	\$37,257.38
BATCH 212	\$39,644.39
BATCH 213	Food Service
BATCH 214	\$13,910.78
BATCH 215	\$1,650.00
BATCH 216	\$6,409.44
BATCH 217	\$179,719.29
BATCH 218	\$3,106.15
BATCH 219	Food Service
BATCH 220	\$35,985.38
BATCH 221	\$46,913.29
<b>Total "B" Warrants</b>	<b>\$1,314,212.56</b>

## 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. This item will remain as a consent reportable item as required by the emergency resolution until the contract is finalized as presented in Item 11.1 on this agenda.

## 12. CONSENT CALENDAR

12.3 Adoption of Resolution #1 1314 Child Care and Development for 2013-14, State Pre-school Program

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

CURRENT CONSIDERATIONS: Annual board approval of the resolution and contracts between the Sierra Sands Unified School District and the California Department of Education is required. Resolution #1 1314 must be adopted in order to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the 2013-14 fiscal year.

FINANCIAL IMPLICATIONS: Child Development Services are Tier 1 programs. Funding for the state preschool program is provided by the State of California at an anticipated maximum potential reimbursement for program expenses of \$435,160. Funding is reimbursed for actual attendance of students at the rate of \$34.00 per day per child of full-time enrollment and actual expenditures in the program not to exceed the maximum reimbursable amount. The district must request reimbursement quarterly from the California Department of Education, but does so monthly in order to facilitate cash flow.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #1 1314 certifying its approval to enter into transactions with the California Department of Education for the purpose of providing child care and development services and to authorize the superintendent to sign contract documents for the 2013-14 fiscal year.



CALIFORNIA DEPARTMENT OF EDUCATION  
1430 N Street  
Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3123

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 15-7374-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SIERRA SANDS UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.00 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$435,160.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 12,799.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Joanna Rummer, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 113 Felspar Ridgecrest, CA 93555	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 435,160	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 435,160	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3123

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 19,145	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7374	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 19,145	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,543	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7374	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,543	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 376,941	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 376,941	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,531	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,531	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	47

California Department of Education  
Child Development Division  
Agency Site List  
Fiscal Year 2013-2014

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Sierra Sands Unified School District

**Kern County**

**7374**

Faller State Preschool  
Inyokern State Preschool  
Pierce State Preschool

1500 West Upjohn  
6601 Locust Avenue  
674 North Gold Canyon

Ridgecrest 93555  
Inyokern 93527-  
Ridgecrest 93555

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

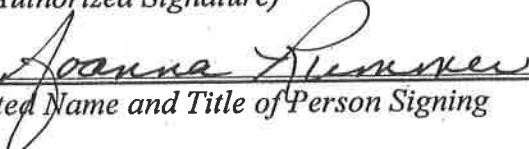
20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Sierra Sands Unified School District		<i>Federal ID Number</i> 95-6447908
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Joanna Rummer Superintendent		
<i>Date Executed</i> 6-20-2013	<i>Executed in the County of</i> Kern	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.**

## RESOLUTION

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

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

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

PASSED AND ADOPTED THIS 18th day of July 2013-14, by the Governing Board of Sierra Sands Unified School District of Kern County, California.

I, , Clerk of the Governing Board of

Sierra Sands Unified, of Kern, County,

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

(Clerk's signature)

(Date)

## 12. CONSENT CALENDAR

12.4 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2013-14 School Year

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

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

FINANCIAL IMPLICATIONS: The district agrees to pay one-half of the actual cost incurred by the city in employing the officer, which this year will be approximately \$65,000 to be funded with Carl Washington School Safety and Violence Prevention funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve extension of the agreement with the City of Ridgecrest to provide onsite police services for the 2013-14 school year as presented.

## **AGREEMENT**

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

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 38000(a) of the California Education Code, and DISTRICT wishes to acquire the services of a sworn peace officer, and

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

NOW, THEREFORE, the parties hereto agree as follows:

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

7. THIS AGREEMENT shall be effective September 1, 2013, and remain in full force and effect for a 12-month period ending August 31, 2014. Either party may terminate this AGREEMENT prior to August 31, 2014, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

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

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

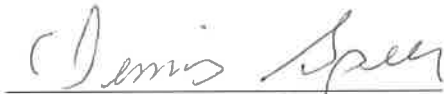
Superintendent  
Sierra Sands Unified School District  
113 Felspar Ave.  
Ridgecrest, CA 93555

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

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

FOR THE CITY OF RIDGECREST

  
Dan Clark, Mayor

  
Dennis Speer, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
William Farris, Board President

\_\_\_\_\_  
Joanna Rummer, Superintendent