

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**AUGUST 16, 2012
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusd.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

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 July 19, 2012 and the special meeting of August 1, 2012.
- 3. PROGRAMS AND PRESENTATIONS**
- 4. PUBLIC HEARING**
- 5. REPORTS AND COMMUNICATIONS**

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Beginning of School
- Back to School Night
- Other Items of Interest

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 the Consolidated Application for Funding Categorical Programs, 2012-2013 School Year

6.2 Review and Approval of Adult School Program Offerings for the 2012-13 School Year

6.3 Ratification of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Policy 6111, School Calendar

7.2 Revisions to Administrative Regulation 3350, Travel Reimbursement

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 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

9. GENERAL ADMINISTRATION

- 9.1 Gifts to the District
- 9.2 Authorization for Board Member Travel
- 9.3 Nominations for CSBA Director-at-Large Asian/Pacific Islander, and Director-at-Large, Hispanic to the California School Boards Association (CSBA) Board of Directors

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues
- 10.2 Professional Contract Consultant Resignation
- 10.3 Authorization to Enter into a Professional Services Contract with Westberg + White for Interim Project Construction Management Services

11. BUSINESS ADMINISTRATION

- 11.1 Approval of Bid Selection for Bread Products for the 2012-13 School Year
- 11.2 Approval of Agreement with Southern Sierra Boys and Girls Club for Use of Facilities at Gateway and Las Flores Elementary Schools

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 #2 1213, Authorization to Extend the Existing Contract with Mather Bros, Inc. for the Purchase of Dairy Products for the 2012-13 School Year
- 12.4 Approval of Interdistrict Transfer Agreements, Pederson, Smith & Ramirez

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 13, 2012.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: July 19, 2012
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott
MEMBERS ABSENT: None
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Vice President Farris.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the board will hear the Inyo-Kern Schools Financing Authority Agenda prior to Item 12, Consent Calendar.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special and special concurrent meetings of June 12, 2012 and the regular meeting of June 21, 2012 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing on the Technology Protection Measure and Internet Safety Policy

A public hearing on the Technology Protection Measure and Internet Safety Policy was opened at 7:02 p.m. and hearing no comments was closed at 7:03 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

Mr. Rockwell reported that while he was in Washington D.C. on business he had the opportunity to meet with Congressman McCarthy and discuss several topics which included 8002 funding, NCLB, and sequestration.

5.2 Superintendent's Report

- Enrollment Report: Current month enrollment is 4,916 students with 94.8 % attendance.
- Professional Development
 - Professional Learning Community: Mrs. Rummer attended this year's training along with numerous staff members. This training is invaluable as we proceed with implementation of our Smart Goals.
 - School Services of California, May Revise: Superintendent and staff attended the conference which provided current information regarding the Governor's budget. The state budget is once again based on the assumption that increased taxes will be approved by the voters in November.

5.3 Comments from the public on items not on the agenda

Maureen Glennon, President of Desert Area Teachers Association spoke to the importance of voting for the tax increase in November to support our schools. Hearing no other comments, the public comments were closed at 7:11 p.m.

6. EDUCATIONAL ADMINISTRATION

6.1 Adoption of Resolution #1 1213 Child Care and Development for 2012-2013, State Preschool Program

Motion passed to adopt Resolution #1 1212, Child Care and Development for 2012-13, State Preschool Program. SCOTT/DIETRICHSON

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revision to Board Policy/Administrative Regulation 1250, Visitors/Outsiders

Motion passed to approve revisions to BP/AR1250, Visitors/Outsiders.
COVERT/DIETRICHSON

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

7.2 Revisions to Administrative Regulation 1312.1, Complaints Concerning School Personnel

Revisions to AR 1312.1 were presented for information only and required no action.

7.3 Revisions to Administrative Regulation 3513.3, Tobacco Free Schools

Revisions to AR 3513.3, Tobacco Free Schools were presented for information only and required no action.

7. POLICY DEVELOPMENT AND REVIEW (continued)

7.4 Revisions to Administrative Regulation 3516.2, Bomb Threats

Revisions to AR 3516.2, Bomb Threats were presented for information only and required no action.

7.5 Approval of Revision to Board Policy 4020, Drug and Alcohol-Free Workplace

Motion passed to approve revisions to BP 4020, Drug and Alcohol-Free Workplace.
SCOTT/ROCKWELL

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

7.6 Revisions to Administrative Regulation 4112.62, 4212.62, 4312.62, Maintenance of Criminal Offender Records

Revisions to AR 4112.62, 4212.62, 4312.62, Maintenance of Criminal Offender Records were presented for information only and required no action.

7.7 Approval of Revisions to Board Policy 4144, 4244, 4344, Complaints

Motion passed to approve revisions to BP 4144, 4244, 4344, Complaints.
COVERT/ROCKWELL

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

7.8 Approval of Revision to Board Policy 4157, 4257, 4357, Employee Safety

Motion passed to approve revisions to BP 4157, 4257, 4357, Employee Safety.
DIETRICHSON/COVERT

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

7.9 Revisions to Administrative Regulation 4161.1, 4361.1, Personal Illness/Injury Leave

Revisions to AR 4161.1, 4361.1, Personal Illness/Injury Leave were presented for information only and required no action.

7.10 Approval of Revision to Board Policy 5137, Positive School Climate

Motion passed to approve revisions to BP 5137, Positive School Climate.
DIETRICHSON/COVERT

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

7. POLICY DEVELOPMENT AND REVIEW (continued)

7.11 Revisions to Board Policy 5145.9, Hate Motivated Behavior

Motion passed to approve revisions to BP 5145.9, Hate Motivated Behavior.
SCOTT/COVERT

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

7.12 Presentation of Board Policy 6111, School Calendar

Board Policy 6111, School Calendar was presented for a first reading as a new policy and will be brought back to the board at the next regular meeting for approval.

7.13 Approval of Revisions to Board Policy/Administrative Regulation/Exhibit 6163.4, Student Use of Technology

Motion passed to approve revisions to BP/AR/E 6163.4, Student Use of Technology.
COVERT/DIETRICHSON

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

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, Johnson, Pearl, Rockwell, Scott

8.3 Approval of Tentative Agreement between the California School Employees Association (CSEA), and the Board of Education Regarding Settlement of Contract Reopeners for 2012-2013

Motion passed to approve the Tentative Agreement between California School Employees Association (CSEA), and the Board of Education regarding settlement of contract reopeners for 2012-13. SCOTT/COVERT

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

8.4 Approval of Amendment to the Superintendent's Contract

Motion passed to approve the amendment to the superintendent's contract as presented.
COVERT/ROCKWELL

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following donations for student supplies at Murray School: Lisa Harper \$80, Kirsti Smith \$45, Michael Robbins \$45, Teri Cleveland \$80, Valerie Bennett \$45, Bonnie Mann \$30 and Amber Garfield \$45. FARRIS/COVERT

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

9.2 Appointment of Student Member to the Board of Education for the 2012-13 School Year

Motion passed to approve Sean Anderson from Burroughs High School as the student representative of the board for the 2012-13 school year. DIETRICHSON/COVERT

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

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

This item was presented for informational purposes only and required no action.

10. CONSTRUCTION ADMINISTRATION

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

Mr. Auld reported to the board on the status of the Las Flores construction project. Las Flores will be open and ready for the first day of school. The team is working diligently to make that happen. The CTE Phase II is progressing and pictures of these facilities were shared with the board and community.

This item was presented for informational purposes only and required no action.

11. BUSINESS ADMINISTRATION

11.1 Authority to Contract with School Services of California, Inc. to provide assessment, analysis and program review services to the Sierra Sands Unified School District SELPA

Motion passed to approve the contract with School Services of California to assist with a program review for Sierra Sands Unified School District SELPA. DIETRICHSON/COVERT

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

11. BUSINESS ADMINISTRATION (continued)

11.2 Approval to Increase the Price of School Lunches

Motion passed to approve an increase of \$.25 for a paid lunch in the school lunch program.
SCOTT/ROCKWELL

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

Board President Johnson temporarily adjourned the meeting of the Board of Education to convene the meeting of the Inyo-Kern Schools Financing Authority Board of Directors meeting.

12. CONSENT CALENDAR

- 12.1 Approval of "A" and "B" Warrants
- 12.2 Report to the Board on Solid Waste Hauling Services
- 12.3 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the 2012-13 School Year
- 12.4 Agreement with the City of Ridgecrest for Onsite Police Services for the 2012-13 School Year
- 12.5 Approval of Interdistrict Transfer Agreement - Chappell
- 12.6 Approval of Recommendations for Expulsion, Expulsion Cases #12 1112, #13 1112

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

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:05 p.m.

THE BOARD OF EDUCATION

William Farris, 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: August 1, 2012

TIME OF MEETING: 12:15 p.m.

PLACE OF MEETING: District Office Conference Room

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

STAFF PRESENT: Shirley Kennedy, Assistant Superintendent of Curriculum & Instruction

ADOPTION OF AGENDA

2. EDUCATIONAL ADMINISTRATION

2.1 Determination of Whether a Student Would Benefit from Advanced Scholastic Work

The Governing Board reviewed Kirsti Smith's, Principal at Murray, recommendation that a student would benefit from advanced scholastic work. President Johnson reported out of closed session stating the board took the following action: Motion passed determining that a student would benefit from advanced scholastic work and authorizing the student's attendance at Cerro Coso Community College. SCOTT/COVERT

Ayes: Covert, Farris, Johnson, Pearl, Rockwell, Scott

Noes: Dietrichson

3. ADJOURNMENT was at 12:45 p.m.

THE BOARD OF EDUCATION

William Farris, Vice President/Clerk

Joanna Rummer, Secretary to Board

Back-to-School Night Schedule
2012 ~ 2013

<u>Site</u>	<u>Scheduled Date</u>	
Faller	August 21, 2012	6:30 p.m.
Gateway	August 22, 2012	6:30 p.m.
Inyokern	August 23, 2012	6:30 p.m.
Las Flores	August 27, 2012	6:30 p.m.
Pierce	September 4, 2012	6:30 p.m.
Rand	September 5, 2012	6:30 p.m.
Richmond	September 6, 2012	6:30 p.m.
Monroe	August 29, 2012	6:30 p.m.
Murray	August 30, 2012	6:30 p.m.
Burroughs	August 20, 2012	6:30 p.m.
Mesquite	August 28, 2012	6:30 p.m.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Consolidated Application for Funding Categorical Programs, 2012-2013 School Year

BACKGROUND INFORMATION: The Consolidated Application is the process through which the district requests funding for the programs listed below. The Consolidated Application collects information related to a Local Education Agency's intention to participate in consolidated programs, legal assurances of compliance as required by state and federal statute, and other required program participation information. The Consolidated Application must be reviewed and approved by the local governing board and by the District English Language Learner Advisory Committee. Signatures from committee members indicate that the committee members have read, discussed, and had the opportunity to provide advice on the application being submitted, and the applicable legal assurances. In the fall, the district will receive additional Consolidated Application sections to complete as well as district entitlements for the specific programs.

CURRENT CONSIDERATIONS: The following federal and state programs are included in the Consolidated Application Part I.

Federal, ESEA programs- application and reporting:

- Title I, Part A (Basic)
- Title II, Part A (Teacher and Principal Training and Recruiting)
- Title III, Part A (Limited English Proficient Students and Immigrant)

State categorical programs: application and reporting:

- Economic Impact Aid/ Limited English Proficient and State Compensatory Education

Also included in the Consolidated Application is additional information for the following programs and reporting requirements:

- Private School participation in federal programs
- Expenditures in selected programs
- Protected Prayer Certification

Many other reporting requirements (i.e. homeless, highly qualified teachers and para-professionals) are now being reported through the online CALPADS system.

FINANCIAL IMPLICATIONS: The Consolidated Application Part I requests approximately \$1,800,000 in funding designated for specific programs. Final funding numbers are received in the fall.

- Title I, Part A- approximately \$1,030,261
- Title II, Part A (Teacher and Principal Training and Recruiting)- approximately \$164,000
- Title III, Part A (Limited English Proficient Students and Immigrant)- \$44,849 and \$8,000
- Economic Impact Aid/ Limited English Proficient and State Compensatory Education- approximately \$553,160

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Consolidated Application for submission to the Department of Education.

2012-13 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/fo/r5/ca11assurances.asp>.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	7/11/2003
LEA Plan Web Site	01/23/2012

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Joanna Rummer
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	07/02/2012

2012-13 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Joanna Rummer
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	07/02/2012
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2012-13 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/16/2012
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Norma Villa
DELAC review date	07/25/2012
Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	Minutes posted on CAIS
DELAC comment If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant	Yes

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated Application

Status: Certified
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Date: 7/27/2012 4:20 PM

2012-13 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 3102 SACS 4201	
Title III Part A LEP	Yes
ESEA Sec. 3102 SACS 4203	

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Laura Hickie
Date: 7/31/2012 7:04 PM**2012-13 Title III, Part A Immigrant Proposed Obligations**

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:Jim Shields, Language Policy & Leadership Office, jshields@cde.ca.gov, 916-319-0267

Projected entitlement:	\$8,000
Object Code - Activities	
1000-1999 Proposed certificated personnel salaries	\$7,000
2000-2999 Proposed classified personnel salaries	
3000-3999 Proposed employee benefits	\$1,000
4000-4999 Proposed books and supplies	
5000-5999 Proposed services and other operating expenditures	
Proposed administrative and indirect costs	
Total proposed obligations	\$8,000

California Department of Education

Sierra Sands Unified (15 73742 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Laura Hickie
Date: 7/31/2012 7:04 PM**2012-13 Title III, Part A LEP Proposed Obligations**

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Proposed entitlement:	\$44,849
Object Code - Activity	
1000-1999 Proposed certificated personnel salaries	\$22,000
2000-2999 Proposed classified personnel salaries	
3000-3999 Proposed employee benefits	\$3,200
4000-4999 Proposed books and supplies	\$15,649
5000-5999 Proposed services and other operating expenditures	\$4,000
Proposed administrative and indirect costs	
Total proposed obligations	\$44,849

2012-13 Other ESEA Nonprofit Private School Participation

The LEA must provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below.

CDE Program Contact:

Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229
Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Note: The programs displayed below may vary based on Application for Funding selections.

School Name	School Code	Enrollment	Title II Part A	Title II Part D 2009-10 Carryover Funds
Adventist Christian School	6974133	23	N	N
Calvary Christian	7001902	22	N	N
Immanuel Christian	6934020	167	Y	N
St. Ann	6974166	172	Y	N

California Department of Education

Sierra Sands Unified (15 73742 00000000)

Consolidated Application

Status: Certified
Saved by: Laura Hickie
Date: 7/27/2012 4:20 PM

2012-13 Title I, Part A Nonprofit Private School Participation**CDE Program Contact:**

Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372
Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students would attend nonprofit private schools outside the LEA's boundaries. The school list below includes all nonprofit private schools within the LEA's attendance area, to add a nonprofit private school outside of the LEA's boundaries, click on Add a School below.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Adventist Christian School	6974133	23	N	N		N	N	N
Calvary Christian	7001902	22	N	Y		N	N	N
Immanuel Christian	6934020	167	N	Y		N	N	N
St. Ann	6974166	172	Y	Y	39	Y	N	N

California Department of Education

Sierra Sands Unified (15 73742 00000000)

Consolidated Application

Status: Certified
Saved by: Laura Hickie
Date: 7/31/2012 5:56 PM

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:

Geoffrey Ndirangu, EIA / LEP, gndirang@cde.ca.gov, 916-323-5831
Mark Klinesterker, EIA / SCE, mklinesterker@cde.ca.gov, 319-319-0420

District Advisory Committee (DAC) Review

Per Title 5 of the California Code of Regulations section 4423(c) and Education Code section 54420, once a school district or county office with juvenile court schools is deemed eligible for Economic Impact Aid (EIA) and designates EIA funds for State Compensatory Education (SCE) then the LEA must give the DAC the opportunity to give or offer advice regarding compensatory education programs.

DAC representative's full name

To be
determined
08/21/2012
[www.ssusdsch
ools.org](http://www.ssusdsch
ools.org)

DAC review date

Meeting minutes web address

Please enter the web address of DAC review meeting minutes.

DAC comment

If the advisory committee did not review, describe consulting procedures:

Group schools by grade span

Yes

Funding method

SCE/LEP

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the EIA School Allocation Plan. The Plan should be saved in order to certify the data collection.

SCE Ranking Method

Count

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
Faller Elementary	6009633	1	479	309	64.51	52	10.86	115	24.01	476	99.37	1	Y	Y
Pierce Elementary	6009294	1	335	260	77.61	80	23.88	80	23.88	420	125.37	2	Y	Y
Richmond Elementary	6009328	1	508	252	49.61	48	9.45	73	14.37	373	73.43	3	Y	Y

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
Gateway Elementary	6110712	1	474	236	49.79	37	7.81	94	19.83	367	77.43	4	Y	Y
Las Flores Elementary	6009625	1	434	209	48.16	30	6.91	94	21.66	333	76.73	5	Y	Y
Inyokern Elementary	6009609	1	202	153	75.74	23	11.39	48	23.76	224	110.89	6	Y	Y
Rand Elementary	6009971	1	9	6	66.67	0	0.00	1	11.11	7	77.78	7	Y	Y
Murray Middle	6009310	2	616	308	50.00	27	4.38	247	40.10	582	94.48	1	Y	Y
James Monroe Middle	6009617	2	536	302	56.34	31	5.78	228	42.54	561	104.66	2	Y	Y
Burroughs High	1531367	3	1502	584	38.88	91	6.06	555	36.95	1230	81.89	1	Y	Y
Mesquite Continuation High	1530054	3	137	87	63.50	9	6.57	59	43.07	155	113.14	2	Y	Y

California Department of Education

Sierra Sands Unified (15 73742 00000000)

Consolidated Application

Status: Certified
 Saved by: Laura Hickie
 Date: 7/31/2012 5:58 PM

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school
CDE Program Contact:

Larry Boese, Title I Monitoring & Support, lboese@cde.ca.gov, 916-319-0257
 Monique Moton, Title I Monitoring & Support, mmoton@cde.ca.gov, 916-319-0733

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- b - Magnet School
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern

Group Schools by Grade Span

District-wide Low Income %

Grade Span 1 Low Income %

Grade Span 2 Low Income %

Grade Span 3 Low Income %

Yes

51.72%

58.38%

52.95%

40.94%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Pierce Elementary	6009294	1	335	260	77.61	Y	Y	1	Y		
Inyokern Elementary	6009609	1	202	153	75.74	Y	Y	2	Y		
Rand Elementary	6009971	1	9	6	66.67	Y	N	3	Y		
Faller Elementary	6009633	1	479	309	64.51	Y	N	4	Y		
Gateway Elementary	6110712	1	474	236	49.79	N	N	5	Y	a	

Report Date: 8/2/2012

Page 1 of 2

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Richmond Elementary	6009328	1	508	252	49.61	N	N	6	Y	a	
Las Flores Elementary	6009625	1	434	209	48.16	N	N	7	Y	a	
James Monroe Middle	6009617	2	536	302	56.34	Y	N	1	N		
Murray Middle	6009310	2	616	308	50.00	N	N	2	N		
Mesquite Continuation High	1530054	3	137	87	63.50	Y	N	1	N		
Burroughs High	1531367	3	1502	584	38.88	N	N	2	N		

6. EDUCATIONAL ADMINISTRATION

6.2 Review and Approval of Adult School Program Offerings for the 2012-13 School Year

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

CURRENT CONSIDERATIONS: The courses listed below represent the adult school course of study for the 2012-13 school year. All courses have been approved by the California Department of Education as an Adult School course offering through the annual course approval process and the CDE notification letter is included in the board packet for review.

High School Subjects

English: CAHSEE, General Literature,
English 2, English 3, English Review

Geography

Modern World History

U.S. Government

U.S. History

Economics

Science

Fine Art: Mixed Media Art, Music

Basic Algebra

CAHSEE Mathematics

Independent Study

English as a Second Language

ESL-Level 1

ESL-Level 2

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

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board review and approve the Adult School Course of Study for the 2012-13 school year as presented.

California Department of Education

Date: June 26, 2012
 To: Shirley Kennedy
 Sierra Sands Unified School
 District
CDS: 15-7374
 From: Cliff Moss
 Education Programs Consultant
 Adult Education Office
 916-327-8765
 Subject: Course Approval for 2012-13



Your request for approval of the following 22 courses have been received, recorded, and approved for the 2012-13 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2403	Algebra 1	2012	--
2603	Biology	2012	--
2618	Earth Science	2012	--
2701	Economics	2012	--
2131	English 10	2012	--
2132	English 11	2012	--
2133	English 12	2012	--
2130	English 9	2012	--
2198	English Elective	2012	--
2823	Fundamentals of Art	2012	--
2611	General Science	2012	--
9972	Government	2012	--
2307	Music Appreciation	2012	--
2424	Pre-Algebra	2012	--
9969	Test Preparation	2012	--
2709	United States History	2012	--

2728	World Cultures	2012	--
2724	World Regional Geography	2012	--
9980	Advanced ESL	2012	--
9982	Beginning ESL	2012	--
9986	ESL MultiLevel	2012	--
9981	Intermediate ESL	2012	--

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.

6. EDUCATIONAL ADMINISTRATION

6.3 Ratification of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education.

BACKGROUND INFORMATION: The U.S. Dept. Education, 2005 regulations implementing IDEA states: "...to the maximum extent appropriate, children with disabilities including children in public or private institutions or care facilities, are educated with children who are *nondisabled*; and special classes, separate schooling or other removal of children with disabilities from regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." This regulation requires Local Education Agencies (LEA) to consider what support would be necessary for a student to be successful in a general education classroom or the least restrictive environment.

CURRENT CONSIDERATIONS: Services of two medical professionals are required in order to maintain the health and safety of two students currently enrolled in Sierra Sands as documented in their Individualized Education Plan (IEP). District nurses cannot provide constant supervision and services and still meet the needs of students in other schools. Services of medical professionals allow the district to provide instruction for students in the least restrictive environment as required by federal and state law. Sanderson's Health Services of California, a Ridgecrest business, was willing to apply for Non-Public Agency status with the California Department of Education so that the district could enter into a contract with them for services.

FINANCIAL IMPLICATIONS: The contract with Sanderson's Health Services is in the amount of \$135,000 to provide Health and Nursing Services for Sierra Sands students for the 2012-2013 school year. The payment for the nursing services will be taken from the Medi-Cal budget which is an appropriate expenditure for this money. Services are to be provided only on days when school is in service and/or the student is in attendance at school.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract with Sanderson's Health Services of California in the amount of \$135,000 as presented.

2012-2013**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Sanderson's Health, 720 N. Norma, Ridgecrest, CA 93555

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT
SIERRA SANDS SELPA****I. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract has been developed by the Sierra Sands SELPA (hereinafter referred to as "SELPA"), on behalf of the Sierra Sands Unified School District and **Sanderson's Health Services** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to SELPA students with exceptional needs under the authorization of California Education Code Sections 56157, 56361, 56365, 56366, and 56366.1 through 56366.12, Title 5 of the California Code of Regulations, Section 3000 et seq., AB490 (Chapter 862, Statutes of 2003), and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit SELPA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement (hereinafter referred to as an "ISA") for Nonpublic, Nonsectarian School/Agency Services is executed between SELPA and CONTRACTOR on behalf of such individual, or interim telephone approval and subsequent written approval is given to CONTRACTOR by a representative of SELPA

Upon acceptance of a SELPA student, SELPA shall submit an ISA to CONTRACTOR. Unless otherwise agreed in writing, CONTRACTOR will provide all services specified in the student's Individualized Education Program (hereinafter referred to as an "IEP") or Individual Family Service Plan (hereinafter referred to as an "IFSP"). The ISA shall be executed within 90 days of an SELPA student's enrollment. SELPA and CONTRACTOR shall enter into an ISA for each SELPA student served by CONTRACTOR.

Unless placement and/or service is made pursuant to an Office of Administrative Hearings order, a court order or a lawfully executed agreement between SELPA and parent, SELPA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP/IFSP team meeting is convened, the IEP/IFSP team determines that a nonpublic school placement is appropriate, and the IEP/IFSP is signed by the SELPA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school or as a nonpublic, nonsectarian agency (hereinafter referred to "NPS/NPA"). All NPS/NPA services shall be provided consistent with the area of certification specified by CDE and as defined in California Education Code Section 56366 et seq. A current copy of CONTRACTOR's NPS/NPA certification or a waiver of such certification issued by the CDE pursuant to California Education Code Section 56366.2 must be provided to SELPA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, including the Individuals with Disabilities Education Act and related California law. CONTRACTOR shall also comply with all SELPA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or procedure or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with the Individuals with Disabilities Education Act, related California law and SELPA policies, procedures, and regulations and shall indemnify SELPA under the provisions of Section 16 of this Master Contract for all liability, loss, damage, and expense (including reasonable attorneys' fees and costs) resulting from or arising out of CONTRACTOR's failure to comply. CONTRACTOR shall comply with those policies relating to, among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, SELPA student enrollment and transfer, SELPA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that SELPA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE NPS/NPA certification pursuant to California Education Code Section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 1, 2012 to August 30, 2013 (Title 5, California Code of Regulations, Section 3062(a)). Neither CONTRACTOR nor SELPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to August 14, 2013. (Title 5, California Code of Regulations, Section 3062(d).)

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract incorporates the SELPA's policies and procedures and each individual ISA. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, SELPA may modify their procedures from time to time without the consent of CONTRACTOR. Newly modified procedures are deemed incorporated herein and SELPA will notify CONTRACTOR within 60 days of any and all procedural changes that affect CONTRACTOR's performance under this agreement.

If CONTRACTOR does not return the Master Contract to SELPA duly signed by an authorized representative within 90 calendar days of issuance, the new contract rates will not take effect until the newly executed Master Contract is received and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for education and services will continue at the prior contract year rate and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA until such time as the new Master Contract is signed and returned by CONTRACTOR to SELPA. In the event this Master Contract expires or terminates, CONTRACTOR shall continue to be bound by all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA for so long as CONTRACTOR is serving authorized SELPA students.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract must include an ISA developed for each individual SELPA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for SELPA students enrolled with the approval of the District superintendent or his/her authorized representative pursuant to California Education Code Section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided (1) there is a concurrent Master Contract in effect; (2) a placement or service is ordered pursuant to an Office of Administrative Hearings ("OAH") order, court order; or (3) SELPA and the student's parents executed a lawful agreement providing for the placement or service. ISAs are void upon termination or expiration of the Master Contract. In the event this Master Contract expires or terminates, CONTRACTOR shall continue to be bound by all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and SELPA for so long as CONTRACTOR is serving authorized SELPA students.

Any and all changes to a SELPA student's educational placement/program provided under this Master Contract and/or ISA shall be made solely on the basis of a revision to the SELPA student's IEP/IFSP. At any time during the term of this Master Contract, a SELPA student's parent, CONTRACTOR, or SELPA may request a review of a SELPA student's IEP/IFSP subject to all procedural safeguards required by law.

CONTRACTOR shall provide all services specified in the IEP/IFSP unless CONTRACTOR and SELPA agree otherwise in the ISA or otherwise provided in this Master Contract. (California Education Code Sections 56366(a)(5) and 3062(e).)

If a parent or SELPA initiates a due process proceeding with the OAH or files a complaint in a court of competent jurisdiction, CONTRACTOR shall abide by the "stay-put" requirements of state and federal law unless the SELPA and parent agree otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA, OAH, or a court. CONTRACTOR shall adhere to all SELPA requirements concerning changes in placement.

Disagreements between SELPA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Sierra Sands Board of Education or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

- A. The term "authorized SELPA representative" means a SELPA administrator assigned to the work with the Nonpublic Services issues.
- B. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations, Section 3001(j).
- C. The term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special

education or related services, including those requirements set forth in Title 5 of the California Code of Regulations, Sections 3064 and 3065 or, in the absence of such requirements, the state education agency approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

- D. The term “license” means a valid, nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing agency authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations, Section 3001(r).
- E. The term “parent” means the natural or adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision making rights by the natural or adoptive parent or a court of competent jurisdiction.
- F. The term “day” means calendar day unless otherwise specified.
- G. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable Sierra Sands Unified School District’s programs.
- H. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307 in which a SELPA student is in attendance and in which instructional minutes meet or exceed those in comparable SELPA programs unless otherwise stipulated in an IEP/IFSP or ISA.
- I. The term “District” means the Sierra Sands Unified School District.

II. ADMINISTRATION OF CONTRACT

8. NOTICES

Any notice under this Master Contract will be in writing. Any written notice or other document shall be deemed to have been duly given on the date of personal service on a party, or on the second business day after mailing if the document is mailed by registered or certified mail and addressed to the party at the address set forth below or at the most recent address specified by the party through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by a party.

All notices mailed to SELPA shall be addressed to: Elaine Littleton, 1327 N. Norma, Ridgecrest, CA 93555.

Individual Service Agreements for Nonpublic School or Agency services will identify specific SELPA contract information.

Notices to CONTRACTOR shall be addressed as indicated on the signature page.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for five years after termination of this Master Contract. For purposes of this Master Contract, "records" shall include but not be limited to pupil records as defined by California Education Code Section 49061(b); cost data in sufficient detail to verify the annual operating budget in providing education and designated instruction services to individuals with disabilities pursuant to Title 5 of the California Code of Regulations, Section 3061; registers and roll books of teachers and/or daily service providers; daily service logs, notes, and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record provision of services through individual adult assistance, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and workers' compensation insurance policies; state NPS/NPA certifications; marketing materials; bylaws; lists of current boards of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement books; general ledgers or journals and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimiles thereof.

CONTRACTOR shall maintain SELPA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each SELPA student's records which lists all persons, agencies, or organizations requesting or receiving information from the records. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the SELPA student's records. Such log need not record access to the SELPA student's records by (a) the SELPA student's parent; (b) an individual to whom written consent has been executed by the SELPA student's parent; or (c) employees of SELPA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the records. For purposes of this section, "employees of SELPA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the SELPA student's parents access to student records and comply with parents' requests for copies of student records as required by state and federal laws and regulations. CONTRACTOR agrees that in the event of school or agency closure it will forward SELPA student records to SELPA within two business days. These shall include but are not limited to current transcripts, IEPs, IFSPs, and all reports of any type.

10. SEVERABILITY

If any provision of this Master Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assigns.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in Kern County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by SELPA to conform to administrative and statutory guidelines issued by any state, federal, or local governmental agency. SELPA shall provide CONTRACTOR 30 days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modifications or changes are based.

14. TERMINATION FOR CAUSE

This Master Contract may be terminated for cause. To terminate the contract for cause, either party shall give 20 days prior written notice. At the time of termination, CONTRACTOR shall provide to SELPA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or SELPA may terminate an ISA for cause as well. Nothing in this section shall be interpreted to authorize CONTRACTOR to terminate the contract should the SELPA be required to provide service under section 6.

15. INSURANCE

For the duration of the Master Contract, CONTRACTOR shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

- A. During the entire term of this Master Contract, CONTRACTOR shall keep in effect policies of:
 - (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);
 - (2) automobile liability insurance;
 - (3) professional liability/errors and omissions coverage including sexual molestation and abuse; and
 - (4) workers' compensation insurance/employer's liability insurance.
- B. CONTRACTOR shall maintain limits of insurance no less than:
 - (1) Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 - (2) Automobile Liability: \$1,000,000 combined single limit.

- (3) Professional Liability/errors and omissions coverage, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- (4) Workers' Compensation and Employer's Liability as required by the state in which the services are performed: \$1,000,000/ \$1,000,000/\$1,000,000.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. For all insurance coverages procured by CONTRACTOR, deductibles and self-insured retentions may not exceed \$25,000 unless otherwise agreed to in writing by SELPA. Upon written demand, SELPA may require CONTRACTOR, at CONTRACTOR's sole cost, to cause its insurer to reduce the deductible to a level specified by SELPA or to eliminate altogether such deductibles or self-insured retentions with respect to SELPA, its officers, employees, agents, and representatives. Alternatively, upon written demand, SELPA may require CONTRACTOR, at CONTRACTOR's sole cost, to procure a bond guaranteeing payment of losses and related investigations, claims, administration, and legal costs associated with defending against claims.
- D. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:
 - (1) SELPA and SELPA and their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insureds with regard to: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to SELPA or SELPA.
 - (2) For any claims related to the services, CONTRACTOR's insurance coverage shall be primary with respect to SELPA or District, their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by SELPA or District, their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of CONTRACTOR's insurance. CONTRACTOR's insurance must be entirely exhausted before the secondary policy maintained by SELPA may be called upon to contribute.
 - (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to SELPA and District.
- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

- F. CONTRACTOR shall furnish SELPA and District original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by SELPA and District before work commences. All certificates of insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

If SELPA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify SELPA and District, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

SELPA shall defend, hold harmless, and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of SELPA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless SELPA or District, its Board, officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and SELPA and District shall have no obligation to indemnify, defend, or hold harmless CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

This indemnity shall survive termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that CONTRACTOR or SELPA may have under law and/or otherwise in this Master Contract.

17. INDEPENDENT CONTRACTOR STATUS

SELPA and CONTRACTOR agree that in performing the services specified in this Master Contract, CONTRACTOR shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar services to be performed for other parties while under contract with SELPA. CONTRACTOR will not accept such engagements which interfere with performance under this

Master Contract. CONTRACTOR's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits SELPA or SELPA provide for their employees.

Nothing contained in this Master Contract will be construed to imply a joint venture, partnership, or principal-agent relationship between SELPA, District, and CONTRACTOR. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between SELPA, District and any individual assigned by CONTRACTOR to perform any services for SELPA.

CONTRACTOR shall be solely responsible for paying all salaries, wages, benefits, and other compensation which CONTRACTOR's employees or subcontractors may be entitled to receive in connection with performing services. CONTRACTOR shall be solely responsible for withholding and paying all applicable payroll taxes and contributions including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. CONTRACTOR agrees to indemnify, defend, and hold SELPA and District harmless from any liability resulting from its failure to make such payment, including self-employment taxes.

If SELPA and/or District is held to be a partner, joint venturer, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless SELPA and District from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by SELPA and District as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to SELPA and before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, without limitation, transportation) for any SELPA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish SELPA with original endorsements affecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by SELPA before the subcontractor's work commences. All certificates of insurance shall reference the SELPA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) and officers. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with SELPA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042, including but not limited to employment with SELPA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.

Unless CONTRACTOR and SELPA agree otherwise in writing, SELPA shall not execute an ISA with CONTRACTOR or amend an existing ISA for a SELPA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the SELPA student without prior written authorization by SELPA or District. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the SELPA student is enrolled in CONTRACTOR's school/agency), or whether an assessment of the SELPA student is performed or a report is prepared in the normal course of the services provided to the SELPA student by CONTRACTOR.

When CONTRACTOR is an NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code Section 56366.3, which provides in relevant part that no special education and/or related services provided by CONTRACTOR shall be paid for by SELPA if provided by an individual who was an employee of SELPA within the 365 days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by SELPA.

20. NONDISCRIMINATION AND HARASSMENT

Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religion, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, age, sexual orientation, denial of family and medical care leave and medical condition and shall comply with all applicable laws pertaining to employment."

21. ASSIGNMENT

No party may assign any rights or benefits, or delegate any duties under this Master Contract, without the written permission of the other party, except as expressly provided in this Master Contract. Any purported assignment without written consent shall be void.

22. PROVISIONS

Each and every provision of law and each and every clause which is required by law to be inserted into this Master Contract will be deemed to be inserted and the Master Contract will read as though it were included. If for any reason any such provision is not actually inserted, or is not correctly stated, this Master Contract shall be amended to make such insertion or correction as soon as possible.

23. ENTIRE AGREEMENT

This Master Contract, the ISA, and any exhibits or attachments hereto constitute the entire agreement between SELPA and CONTRACTOR in regard to the subject SELPA student, and supersedes any prior or contemporaneous understanding or agreement with respect to the services and student contemplated.

24. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and SELPA regarding implementation or interpretation of this Master Contract, ISA, or otherwise relating to this Master Contract, that are not informally, voluntarily resolved shall be addressed and/or resolved as set forth in this section of this Master Contract. This section shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term

of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute, or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury shall first attempt to resolve the dispute directly between senior level representatives of the parties. If SELPA is the party claiming injury, SELPA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify SELPA's Special Education Director or other SELPA employee known or reasonably believed to be responsible for SELPA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the District Superintendent and request that the District Superintendent participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, and if the party claiming injury wishes to pursue resolution of the dispute or disagreement, the party claiming injury shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which shall be no less than 15 and no more than 45 days after the date of the notice; (e) a location in the District's boundaries at which the Step Three meeting will be held; (f) a statement that SELPA shall invite a non-attorney representative not employed by SELPA and CONTRACTOR shall invite a non-attorney representative not employed by CONTRACTOR to attend the Step Three meeting. The date, time, or location of the meeting may be changed by written agreement of the parties, including to a date earlier than 15 days or later than 45 days after the date of the notice.

At the Step Three meeting, SELPA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties, or as otherwise may be provided under California law. The parties agree that this provision on disputes does not alter the parties' right to bring any action in accordance with the applicable statutes of limitations under state or federal law.

25. **AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of SELPA is provided by the governing board of SELPA.

26. RENEWAL

Neither CONTRACTOR nor SELPA is required to renew this Master Contract in subsequent years.

III. EDUCATIONAL PROGRAM

27. FREE AND APPROPRIATE PUBLIC EDUCATION

SELPA shall provide CONTRACTOR with a copy of the IEP/IFSP, including the Individualized Transition Plan of each SELPA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each SELPA student within the NPS or NPA consistent with the SELPA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is an NPS, CONTRACTOR shall not accept a SELPA student if it cannot provide or ensure provision of the services outlined in the student's IEP/IFSP.

Unless otherwise agreed to between CONTRACTOR and SELPA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for SELPA students as specified in the SELPA student's IEP/IFSP and ISA. CONTRACTOR shall make no charge of any kind to parent(s) for special education and/or related services as specified in the SELPA student's IEP/IFSP and ISA (including but not limited to screenings, assessments, or interviews that occur prior to or as a condition of the SELPA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a SELPA student's parent(s) for services and/or activities not necessary for the SELPA student to receive a free and appropriate public education after: (a) written notification to the SELPA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by SELPA of the written notification and a written acknowledgment signed by the SELPA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all SELPA requirements concerning parental acknowledgment of financial responsibility as may be specified in SELPA policies and regulations.

Voluntary services and/or activities not necessary for the SELPA student to receive a free and appropriate public education shall not interfere with the SELPA student's receipt of special education and/or related services as specified in the SELPA student's IEP/IFSP and ISA.

28. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR shall only provide services consistent with its area of certification set forth by its CDE certification.

When CONTRACTOR is an NPS, CONTRACTOR's general program of instruction shall: (1) be consistent with SELPA's standards regarding the particular course of study and curriculum; (2) include curriculum that addresses mathematics, literacy, and the use of educational assistive technology and transition services; (3) be consistent with CDE's standards regarding the particular course of study and curriculum; (4) provide the services as specified in the SELPA student's IEP/IFSP and ISA. SELPA students shall have access to the following educational materials, services, and programs to the extent available at the school district in which CONTRACTOR is located: (1) standards-based, core curriculum and the same instructional materials used by SELPA; (2) college preparation courses; (3) preparation and vocational training consistent with transition plans pursuant to state and federal law; and (4) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to SELPA prior to the effective date of this Master Contract.

When CONTRACTOR serves SELPA students in grades nine through 12 inclusive, SELPA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by SELPA students leading toward graduation or completion of diploma requirements.

When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with SELPA, District and CDE guidelines and provided as specified in the SELPA student's IEP/IFSP and ISA. The NPA providing behavior intervention services shall develop a written treatment plan that specifies the nature of its services for each student within 30 days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during delivery of the services. CONTRACTOR shall immediately notify SELPA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to SELPA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. A CONTRACTOR providing behavior intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff.

When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation or subcontract for transportation services for a SELPA student unless SELPA and CONTRACTOR agree otherwise in writing.

29. INSTRUCTIONAL MINUTES

When CONTRACTOR is an NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to District students at like grade levels attending District schools, and shall be specified in the SELPA student's ISA developed in accordance with the SELPA student's IEP/IFSP.

For SELPA students in grades pre-kindergarten through 12, unless otherwise specified in the SELPA student's IEP/IFSP, in no case shall the number of instructional minutes, excluding recess, lunch, and passing time, be less than:

230 minutes for SELPA students in pre-kindergarten through grade 3, inclusive (Education Code Section 46113) or the minimum of instructional minutes for the pertinent grade level at the public school for a student's attendance, if greater;

240 minutes for SELPA students in grade four through twelve, inclusive (Education Code Sections 46113 & 46141); or the minimum of instructional minutes for the pertinent grade level at the public school for a student's attendance, if greater.

When CONTRACTOR is an NPA and/or related service provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the SELPA student's ISA developed in accordance with the SELPA student's IEP/IFSP.

30. CLASS SIZE

When CONTRACTOR is an NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per 12 students. Upon written approval by an authorized SELPA representative, class size may be temporarily increased to a ratio of one teacher to 14 students when necessary to provide services to students with disabilities.

A CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code Section 56441.5.

31. CALENDARS

CONTRACTOR shall submit to SELPA and District a school calendar with the total number of billable days not to exceed 180 days plus extended school year billable days equivalent to the number of days determined by SELPA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar and/or required by the IEP/IFSP for each student. Unless otherwise specified by the student's IEP/IFSP, educational services shall occur at the school site.

CONTRACTOR shall observe the same legal holidays as SELPA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Independence Day. With the approval of SELPA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by SELPA.

When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a District developed/approved calendar. CONTRACTOR agrees to observe holidays as specified in the District developed/approved calendar. CONTRACTOR shall provide services pursuant to the District developed/approved calendar or as specified in the SELPA student's IEP/IFSP and ISA. Unless otherwise specified in the SELPA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to SELPA students only on those days that the SELPA student's school of attendance is in session and the SELPA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the District calendar unless otherwise specified in the SELPA student's IEP/IFSP and ISA.

32. DATA REPORTING

CONTRACTOR shall record and maintain raw data pertaining to each SELPA student's progress regarding each annual goal and corresponding benchmark or intermediate objective. Such data shall be recorded in a manner approved by SELPA. Such data shall be provided to SELPA upon demand and also in conjunction with periodic (at least monthly) progress reports.

CONTRACTOR shall record, maintain, and provide to SELPA upon demand attendance reports, billing information, cost data, and periodic student progress reports.

CONTRACTOR shall record and maintain cost data in sufficient detail to verify the annual operating budget of providing education and designated instruction and services to the SELPA's students. Fiscal records shall be maintained for a minimum of five years in accordance with Title 5 of the California Code of Regulations, Section 3061.

33. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and SELPA shall follow all SELPA policies and procedures that support least restrictive environment ("LRE") and/or dual enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives

necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings. If services are provided through dual enrollment in a public school and an NPS or NPA, in accordance with Title 5 of the California Code of Regulations, Section 3062(e), the ISA shall specify the provider of each service.

When an IEP/IFSP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist SELPA in implementing the IEP/IFSP team's recommendations.

34. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code Section 52052 in the same manner as public schools, and each SELPA student placed with CONTRACTOR by SELPA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall report the test results to CDE as required by California Education Code Section 56366(a)(8)(A).

If CONTRACTOR is an NPS, and unless otherwise specified in a SELPA student's IEP, CONTRACTOR shall administer the High School Exit Examination and all statewide achievement tests, such as any STAR related assessments, including the California Alternate Proficiency Assessment (CAPA), the California Achievement Test (CAT 6), or other assessments utilized by SELPA. If CONTRACTOR is an NPA, CONTRACTOR will cooperate with SELPA in administration of such assessments.

Pursuant to California Education Code Section 56366(a)(8)(B), if CONTRACTOR is an NPS:

- A. Beginning with the 2006-07 school year testing cycle, CONTRACTOR shall determine its STAR testing period subject to subdivisions (b) and (c) of Section 60640 of the California Education Code.
- B. Each CONTRACTOR shall notify the SELPA of its testing period;
- C. CONTRACTOR's staff members who administer the assessments shall attend the regular testing training sessions provided by SELPA. If CONTRACTOR's staff members have received training from another SELPA, that training will be sufficient for all other SELPAs.

Pursuant to California Education Code Section 56366(a)(9), if CONTRACTOR is an NPS located within California, it shall prepare a school accountability report card in accordance with Section 33126 of the California Education Code. This provision is not applicable if CONTRACTOR is an NPS located outside of California.

35. ATTENDANCE AT SELPA MANDATED MEETINGS

CONTRACTOR shall attend SELPA mandated meetings when legal mandates and/or SELPA policies and procedures are reviewed, including but not limited to the areas of curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. SELPA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour.

36. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations, Sections 3001(c)-(f) and 3052, regarding positive behavior interventions, including but not limited to completion of functional analysis assessments, development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans, and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a Behavior Intervention Case Manager ("BICM") as that term is defined in Title 5 of the California Code of Regulations, Section 3001(f). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations, Sections 3052(l) and (k), regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention designed to or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the SELPA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the SELPA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short-term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individuals; and (h) any intervention which deprives the SELPA student of one or more of his or her senses pursuant to California Code of Regulations, Section 3052(l)(1-8).

37. STUDENT DISCIPLINE

CONTRACTOR shall develop, maintain, and abide by a written policy for student discipline that is consistent with state and federal law and regulations, including California Education Code Section 48900 et seq., Title 20 of the United States Code, Sections 1415(j) and (k), Title 34 of the Code of Federal Regulations, Sections 300.519-300.527.

When CONTRACTOR seeks to remove a SELPA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to SELPA and a manifestation IEP/IFSP team meeting shall be scheduled by the SELPA. Written discipline reports shall include but not be limited to the SELPA student's name; the date, time, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the SELPA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and SELPA agree to participate in a manifestation determination at an IEP team meeting no later than the tenth day of suspension. The SELPA will conduct the manifestation determination IEP meeting. The manifestation determination IEP team meeting will be conducted consistent with Title 34 of the Code of Federal Regulations, Section 300.523, and Title 20 of the United States Code, Section 1415(k)(4).

38. IEP/IFSP TEAM MEETINGS

An IEP/IFSP team meeting shall be convened at SELPA annually to evaluate (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code Section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. Each SELPA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and SELPA shall participate in all IEP/IFSP team meetings regarding SELPA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent(s), CONTRACTOR, or SELPA may request a review of the student's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place mutually convenient to parent(s), CONTRACTOR, and SELPA. CONTRACTOR shall provide to SELPA assessments and written assessment reports by service providers upon request and/or pursuant to SELPA policies and procedures. Attendance at IEP meetings does not constitute a billable service hour.

Changes in any SELPA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. In the event CONTRACTOR believes the student requires a change of placement, CONTRACTOR may request a review of the student's IEP/IFSP for the purpose of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent(s) agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA, OAH or court order.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify SELPA within seven school days when CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for an SELPA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child, and/or the child is a dependent or ward of the court and the court has specified the absence of the parents' education rights. CONTRACTOR agrees that SELPA or an authorized representative will select, appoint, and train the surrogate parent. The appointment of a surrogate parent will comply with California Government Code Section 7579.5. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by SELPA.

40. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings, including mediations and hearings, as requested by SELPA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall also assist SELPA in preparing for any proceeding related to a complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body including, but not necessarily limited to, meeting with SELPA and/or

its representatives prior to the proceeding and voluntarily appearing at the proceeding at the date(s) and time(s) provided by SELPA.

SELPA shall inform parents of their due process rights upon (1) each notification of an IEP/IFSP meeting, (2) proposal to reevaluate the child, (3) registration of a complaint or a request for a due process hearing, and (4) commencement of an expulsion proceeding. Upon request by SELPA, CONTRACTOR will assist SELPA in meeting its due process notification obligations set forth in this section of this Master Contract.

41. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of SELPA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations, Section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations, Section 4960(a); (3) Sexual Harassment Policy, California Education Code Sections 231.5(a)(b)(c); (4) Title IX Student Grievance Procedure, Title IX, Sections 106.8(a)(d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with the Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall provide SELPA and SELPA with copies of these written procedures.

42. SELPA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to SELPA and to the parent(s) on a quarterly basis, unless SELPA requests in writing that progress reports be provided on a monthly basis. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by SELPA's IEP/IFSP team or when pupil's enrollment is terminated.

SELPA shall complete academic or other assessments of the SELPA student, and the corresponding written reports, for the purpose of determining the SELPA student's present levels. CONTRACTOR shall cooperate with SELPA.

43. TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an SELPA student's transfer, for SELPA students in grades nine through 12 inclusive for evaluation of progress toward completion of diploma requirements as specified in District policies and procedures.

44. SELPA STUDENT CHANGE OF RESIDENCE

CONTRACTOR shall notify parent(s) in writing of their obligation to notify CONTRACTOR of a change in the pupil's residence. CONTRACTOR shall notify SELPA in writing of a pupil's and/or parent's change of residence within five school days after CONTRACTOR becomes aware of any change.

If the pupil's new residence is located within an area outside SELPA's and District's service boundaries and CONTRACTOR fails to notify the SELPA, SELPA shall not be responsible for the costs of services delivered after the pupil's change of residence.

CONTRACTOR shall notify SELPA immediately when CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

45. WITHDRAWAL OF SELPA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report by telephone to SELPA if a pupil is withdrawn from school by the parent(s). CONTRACTOR shall confirm said telephone call in writing within five school days.

46. PARENT ACCESS

CONTRACTOR will provide for reasonable parental visits to all the school facilities, including but not limited to the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to SELPA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during but not limited to holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parents to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

47. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on District public school campuses, CONTRACTOR shall comply with California Penal Code Section 627.1 et seq. and SELPA and District procedures regarding visitors to school campuses specified by SELPA and District policy and in SELPA and District procedures and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on District public school campuses.

48. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code Sections 56366(a)(2)(C), 56366.9, California Health and Safety Code Section 1501.1(b), AB 1858, AB 490 (Chapter 862, Statutes of 2003), and the procedures set forth in SELPA and District procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school owned by, operated by, or associated with an LCI, CONTRACTOR shall provide to SELPA a list of all SELPA students, including those identified as eligible for special education, on a quarterly basis. For those identified special education students, the list shall include (1) special education eligibility at the time of enrollment, and (2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

Unless placement is made pursuant to an OAH order, court order or a lawfully executed agreement between SELPA and parent(s), SELPA is not responsible for the costs associated with NPS placement until the date on which an IEP/IFSP team meeting is convened, the IEP/IFSP team determines that an NPS placement is appropriate, and the IEP/IFSP is signed by the SELPA student's parent(s) or another adult with education decision making rights.

49. STATE MEAL MANDATE

If CONTRACTOR is an NPS, it shall assist SELPA and District to meet District's responsibilities to satisfy the State Meal Mandate under California Education Code Sections 49503, 49530, 49530.5, and 49550. If an NPS is an identified provider under the Child Nutrition Act, the NPS shall comply with National School Lunch Program standards.

50. MONITORING

CONTRACTOR shall allow access by SELPA to its facilities for monitoring of each SELPA and/or District's student's instructional program and shall be invited to participate in the review of each student's progress. SELPA shall have access to observe each SELPA and/or District student at work, observe the instructional setting, interview CONTRACTOR, and review each SELPA and/or District's student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, SELPA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also an LCI, SELPA shall annually evaluate whether CONTRACTOR is in compliance with California Education Code Section 56366.9 and California Health and Safety Code Section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR's facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one, (2) the Superintendent shall conduct an onsite review in year two, and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in a district validation review to be conducted as aligned with the CDE On-Site Review or more often if necessary. This review will address programmatic aspects of the NPS/NPA, compliance with relevant state and federal regulations, and Master Contract compliance.

CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and self review in accordance with CDE requirements.

CONTRACTOR understands that SELPA reserves the right to institute a program audit with or without cause. The program audit may include but is not limited to a review of core compliance areas of health and safety, curriculum/instruction, related services, and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

51. GRADUATION REQUIREMENTS--NPS

If the pupil is enrolled in an NPS and is of secondary school age, SELPA will list the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of diploma requirements. SELPA will provide a current transcript and specific list of courses required.

At the close of each semester, or upon pupil transfer, for pupils in grades 9 through 12, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence, or receiving school, for evaluation of progress toward completion of diploma requirements. If a

SELPA pupil requests to graduate from his or her District residence high school, the pupil may participate in the District residence high school's graduation ceremony if the IEP/IFSP team has made that decision by the end of the semester prior to graduation, unless agreed upon otherwise.

IV. PERSONNEL

52. CLEARANCE REQUIREMENTS

CONTRACTOR shall require each applicant for employment and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code Sections 33192, 44237. CONTRACTOR shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2, including but not limited to obtaining California Department of Justice ("DOJ") clearance for CONTRACTOR's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ clearance is ascertained, and certifying in writing and providing such certification to SELPA that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. If CONTRACTOR is an out-of-state NPS, clearance shall be obtained through that state's equivalent of DOJ. In addition, CONTRACTOR will not employ anyone who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, CONTRACTOR shall make a request for subsequent arrest notification from DOJ as required by California Penal Code Section 11105.2

53. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with California Education Code Section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations, Sections 3001(y), 3064, and 3065.

Only those NPSs or NPAs located outside of California that employ staff holding current valid credentials and/or licenses to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code Sections 45340 et seq., and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to the provisions with respect to supervision.

54. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

CONTRACTOR shall submit to SELPA a staff list and all current licenses, credentials, permits, and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Kern County Superintendent of Schools. CONTRACTOR shall notify SELPA in writing within 45 days when personnel changes occur which may affect the provision of special education and/or related services to SELPA students as specified in the SELPA policies and procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits, and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. No later than ten school days after any credentialed/licensed personnel change that may affect the provision of special education and/or related services to SELPA pupils, CONTRACTOR shall provide copies to SELPA, and CDE of any changes in licenses or credentials in accordance with Title 5, Section 3062.

The provisions of this section shall apply in all circumstances except those in which a written waiver has been granted by the California State Board of Education with respect to state laws and regulations or by SELPA with respect to its requirements.

55. STAFF ABSENCE

When CONTRACTOR is an NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code Section 56061. CONTRACTOR shall provide to SELPA documentation of substitute coverage on a SELPA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. SELPA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is an NPA and/or related services provider and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute unless SELPA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within 30 calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances unless otherwise agreed to in writing by CONTRACTOR and SELPA.

V. HEALTH AND SAFETY MANDATES

56. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and SELPA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and California Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to SELPA documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR before an individual comes in contact with a SELPA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations, Section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

57. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to SELPA students in facilities that comply with all applicable federal, state, and local laws, regulations, and

ordinances related but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is an NPS, CONTRACTOR shall conduct fire drills as required by Title 5, California Code of Regulations, Section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities required to comply with applicable federal, state, and local laws, regulations, and ordinances.

58. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves a SELPA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the SELPA student with the administration of such medication after the SELPA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the SELPA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to SELPA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each SELPA student to whom medication is administered. Such written log shall specify the SELPA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. Any change in medication type, administration method, amount, or schedule must be authorized by both a licensed physician and parent.

59. INCIDENT/ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to SELPA within one days of an incident where a pupil has suffered an injury requiring medical attention, resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

60. CHILD ABUSE REPORTING

CONTRACTOR assures SELPA that all staff members and volunteers have been informed of their obligations to report child abuse and child neglect under California law, including but not limited to California Penal Code Section 11164 et seq.

CONTRACTOR agrees to provide annual training to all its employees regarding mandated reporting of child abuse, missing children, and dependent adults. CONTRACTOR shall maintain copies of signed statements as set forth in California Penal Code Section 11166.5 to the effect that each of CONTRACTOR's employees has knowledge of the provisions of California Penal Code Section 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of SELPA. When CONTRACTOR is aware of an allegation of staff abuse regarding a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code Section 11166(g)(1).

CONTRACTOR will notify its staff members of their responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing in accordance with California Education Code Section 49370.

If an employee of CONTRACTOR who has a reporting obligation under applicable California law observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of a pupil, or if a pupil reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

61. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

62. REPORTING MISSING CHILDREN

CONTRACTOR assures SELPA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to SELPA. The written statement shall be submitted as specified by SELPA.

VI. FINANCIAL

63. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that it has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every child.

CONTRACTOR shall comply with all SELPA procedures concerning enrollment, contracting, attendance reporting, service tracking, and billing, including requirements of electronic billing, if applicable, as specified by SELPA policies and procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the SELPA student's IEP/IFSP and ISA. All payments by SELPA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with SELPA policies and procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall keep records of each pupil's daily attendance in a register, report, or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code Section 56366(a)(7). When a pupil is absent for five consecutive days, CONTRACTOR shall notify SELPA of such absence in writing within one school day unless a written time extension is granted by a SELPA representative. CONTRACTOR will maintain written records regarding all SELPA pupil absences.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by adult assistants, behavior intervention aides, and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents, and notes for individual adult assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by SELPA or District during the effective period of this contract and for a period of five years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to SELPA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be submitted in the manner prescribed by SELPA in SELPA policies and procedures. Invoices shall be submitted no later than 30 days after the end of the attendance accounting period in which the services were rendered. SELPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within 45 days of SELPA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies, if any, and submit rebilling invoices no later than 30 calendar days after the invoice is returned by SELPA. SELPA shall pay properly submitted rebilling invoices no later than 45 days after the date a completely corrected rebilling invoice is received by SELPA.

64. RIGHT TO WITHHOLD PAYMENT

SELPA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by SELPA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 63; (d) education and/or related services are provided to SELPA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) prior to school closure or contract termination, SELPA has not received all documents concerning one or more SELPA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district, or confirms the change of residence to another district but fails to notify SELPA within five days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or any other agency or funding source for a service provided to a SELPA student.

The amount which may be withheld by SELPA are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred until the violation is cured; and (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the SELPA student.

If SELPA determines that cause exists to withhold payment to CONTRACTOR, SELPA shall, within ten business days of this determination, provide to CONTRACTOR written notice that SELPA is withholding payment. Such notice shall specify the basis for SELPA's withholding payment and the amount to be withheld. Within 30 days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for SELPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good

cause, SELPA shall extend CONTRACTOR's time to correct deficiencies (usually an additional 30 days), otherwise payment will be denied.

If after subsequent request for payment has been denied CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to SELPA specifying the reason it believes payment should not be withheld. SELPA shall respond to CONTRACTOR'S notice within 30 business days by indicating that a warrant for the amount of payment will be made or stating the reason SELPA believes payment should not be made. If SELPA fails to respond within 30 business days or a dispute regarding the withholding of payment continues after the SELPA's response to CONTRACTOR's notice, CONTRACTOR may invoke the provisions of Section 24 of this Master Contract.

65. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify SELPA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to SELPA students. Upon request, CONTRACTOR shall provide to SELPA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to SELPA students.

66. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code Section 56061. CONTRACTOR shall provide to SELPA documentation of substitute coverage pursuant to SELPA policies and procedures. Substitute teachers shall remain with their assigned class during all instructional time. SELPA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

If CONTRACTOR is providing a related service, whenever the related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute. SELPA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within 30 calendar days from the date on which the services should have been provided unless otherwise agreed in SELPA student's IEP/IFSP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is an NPS, no later than the sixth cumulative day of a SELPA student's unexcused absence, CONTRACTOR shall notify SELPA of such absence as specified in SELPA policies and procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code Sections 46010, 46010.3, and 46307. SELPA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. SELPA shall not be responsible for payment of Designated Instructional Services (related services) for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is an NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute, unless SELPA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within 30 calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and SELPA.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is an NPA, it shall notify SELPA of the absence of a SELPA student no later than the fifth consecutive service day of the student's absence, as specified in the SELPA Procedures. Unless otherwise stipulated in the student's IEP/IFSP, SELPA shall not be responsible for the payment of services when a student is absent. When make-up services are specified on the student's IEP/IFSP, services must be provided within ten days of SELPA student's return from absence.

67. INSPECTION AND AUDIT

CONTRACTOR shall maintain and SELPA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices, and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.

CONTRACTOR shall provide access to SELPA to all records, including but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes and other documents used to record provision of services by behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials and business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and workers' compensation insurance policies; state NPS and NPA certifications; marketing materials; bylaws; lists of current boards of directors/trustees; statements of income and expenses; cash receipts and disbursement books; general ledgers and journals and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimiles thereof. Such access shall include unannounced inspections by SELPA or SELPA. CONTRACTOR shall make available to SELPA all budgetary information, including operating budgets submitted by CONTRACTOR to SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the offices of SELPA, or CONTRACTOR (to be specified by SELPA) at all reasonable times and without charge. All records shall be provided to SELPA within two business days of a written request from SELPA. CONTRACTOR shall, at no cost to SELPA, provide assistance for such examination or audit.

SELPA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to SELPA, unless SELPA agrees to use of the electronic format.

CONTRACTOR shall obtain written agreements to the requirements of this section from its subcontractors and suppliers, and shall provide copies of such agreements to SELPA upon request by SELPA

If an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes SELPA monies as a result of CONTRACTOR's overbilling or failure to perform, in whole or in part, any of its obligations under this Master Contract, SELPA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and SELPA otherwise agree in writing, CONTRACTOR shall pay to SELPA the full amount owed as a result of CONTRACTOR's overbilling and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to SELPA within 30 days of receipt of SELPA's written notice demanding payment.

68. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

69. RATES FOR BASIC EDUCATIONAL PROGRAM AND SERVICES

Rate Schedule. Special education and/or related services offered by CONTRACTOR and the charges for such special educational and/or related services during the term of this Master Contract shall be as follows: \$375 daily x 180 days=\$67,500.

This contract is effective on the first day of September 2009, and terminates at 5:00 p.m. on the thirty-first day of August 2010, unless sooner terminated as provided herein.

SIERRA SANDS SELPA

By: _____ Date: _____
Joanna Rummer, Superintendent, on behalf of
Sierra Sands Board of Education

Sanderson's Health Services

By: _____ Date: _____
Gale Sanderson, Contractor

Address : 720 N. Norma
Ridgecrest, CA 93555

00002.00019/156098.1

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Policy 6111, School Calendar

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. Proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS: Currently, our district does not have a board policy regarding school calendars and instruction. We do follow the practices and recommendations outlined in the CSBA policy regarding a school calendar and would like to submit the recommended policy BP 6111 for board approval. This policy includes meeting the requirements of law and the needs of the community, students, and the work year as negotiated with the district's employee organizations. Proposed school calendars will be aligned with assessment and accountability schedules in order to support the district's goals for student achievement. Procedures are clearly outlined and identified according to recommendations by CSBA. This policy was presented to the board for a first read at the July 19, 2012 board meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended the board adopt Board Policy 6111, School Calendar, as presented.

School Calendar

Instruction

For each district school, the Governing Board shall adopt a school calendar that meets the requirements of law as well as the needs of the community, students, and the work year as negotiated with the district's employee organization(s). As appropriate, the Superintendent or designee shall ensure that the proposed calendar is aligned with assessment and accountability schedules in order to support the district's goals for student achievement.

*(cf. 0200 - Goals for the School District)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)*

Each school calendar shall show the beginning and ending school dates, legal and local holidays, staff development days, orientation days, minimum days, vacation periods, and other pertinent dates.

*(cf. 6112 - School Day)
(cf. 6115 - Ceremonies and Observances)
(cf. 6117 - Year-Round Schedules)
(cf. 6177 - Summer School)*

The district shall offer 180 days of instruction per school year, except for any school year in which the district and employee organization(s) agree to have fewer days of instruction pursuant to the authorization in Education Code 46201.2.

(cf. 1431 - Waivers)

Staff development days shall not be counted as instructional days.

*(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331- Staff Development)*

Notification of the schedule of minimum days shall be sent to all parents/guardians at the beginning of the school year. If any minimum days are added to the schedule, the Superintendent or designee shall notify parents/guardians of the affected students as soon as possible and at least one month before the scheduled minimum day. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

If a school will be used as a polling place on an election day, the Board shall determine whether to continue school in session, designate the day for staff training and development, or

close the school to students and nonclassified staff. (Elections Code 12283)

(cf. 1400 - Relations Between Governmental Agencies and the Schools)

(cf. 5113 - Absences and Excuses)

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37220-37223 Holidays

37252-37254.1 Summer school

37300-37307 Year-Round School Demonstration Project

37600-37672 Continuous school programs: year-round schools, especially:

37618 School calendar

37700-37711 Four-day week

41422 Schools not maintained for 175 days

41530-41532 Professional Development Block Grant

46200-46206 Incentives for longer instructional day and year

46300 Method of computing ADA

48980 Notice at beginning of term

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

44579-44579.6 Instructional Time and Staff Development Reform Program

ELECTIONS CODE

12283 School closures, election days

COURT DECISIONS

Butt v. State of California, (1992) 4 Cal 4th 668

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Davis Joint Unified School District, (1984) PERB Decision No. 474

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Public Employment Relations Board: <http://www.perb.ca.gov>

Secretary of State's Office: <http://www.ss.ca.gov>

Policy

adopted: August 16, 2012

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Revisions to Administrative Regulation 3350, Travel Reimbursement

BACKGROUND INFORMATION: It is the district practice to periodically review its policies and regulations so appropriate changes can be made which reflect changes in local, state and federal regulations and statutes. The travel reimbursement administrative regulation was last reviewed and changed at the June 17, 2010 board meeting.

CURRENT CONSIDERATIONS: AR 3350 travel reimbursement should be modified to reflect the changes which speaks to the use of district owned vehicles as well as privately owned vehicles for out of district travel. Item #3 has been changed and combined with Item #4 to formalize what has become general district practice. When district employees travel out of the district, the district has required the use of rental or district owned vehicles. It has also provided one-way mileage reimbursement at the Internal Revenue Service rate if a privately owned vehicle was used when district vehicle or rental vehicles were available, and the employee chose to use a privately owned vehicle. In cases where neither a district owned vehicle nor a rental vehicle is available, the district will provide two-way mileage reimbursement at the Internal Revenue Service rate.

The purpose of making the change is to formalize this practice. Staff believes that operating in this manner meets the district's fiscal solvency goals in a responsible manner by leveraging the use of district assets (vehicles) to the fullest extent possible.

FINANCIAL IMPLICATIONS: The financial impact is unknown at this time.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for information only and requires no action.

All Personnel

TRAVEL; REIMBURSEMENT

Approval and Payment of Travel

1. The Superintendent or designee must approve travel and conference expenses. The district request form (B-15 travel request/expense claim) shall be submitted prior to the conference or travel. Out-of-state travel requires prior approval of the immediate supervisor as well as the Superintendent.
2. A pre-travel advance up to \$100 will be issued when the request is submitted to the business office 30 days in advance of the travel date. Requests received less than 30 days prior to the travel date will be expedited, but cannot be guaranteed.
3. Prepayment of registration fees will be paid if the request is submitted to the business office 30 days in advance of the registration deadline. Registration prepayment requests received less than 30 days prior to the travel date will be expedited, but cannot be guaranteed.
4. Itemized receipts are required for registration, lodging expenses, all meals, transportation (i.e., taxi, bus, shuttle, toll charges, parking) services which cost \$5 or more per day, and for all other travel-related expenses in excess of \$5.00 per day not previously mentioned.
5. In-district travel expenses shall be submitted on the appropriate district form (B-17 mileage claim for use of private vehicle).
6. The district may pay, with authorization from the program administrator, for personal memberships to professional organizations when the membership is a prerequisite to participation in the organization's activities.
7. The Superintendent or designee will audit and approve all payments. The business office will review all documentation before payment is made.

TRAVEL; REIMBURSEMENT**Allowances**

1. Reimbursement for expenses will be in accordance with Internal Revenue Service regulations, and is limited to the following:
 - a. Travel in a non-metropolitan area where the duration is 24 hours or more which requires overnight lodging: Reimbursement for lodging will be limited to \$90.00 per day. –In metropolitan areas, actual rates will be substituted for the per diem lodging rate. If a conference is hosted by one or more specific hotels, the conference room rate will be honored for reimbursement. Itemized receipts are required for reimbursement
 - b. Travel of more than one day in duration which requires an overnight stay: meal allowance reimbursement will be no more than \$50.00 per day. Reimbursement will be pro-rated for partial travel days. Itemized receipts will be required for all meal expenses. In cases where a meal or meals are provided, the daily per diem amount for the provided meals will be deducted from the meal allowance portion of the per diem amounts.

\$10.00 for breakfast
\$15.00 for lunch
\$25.00 for dinner
 - c. Travel of one (1) day or a portion of one day which does not require an overnight stay: There will be no meal reimbursement for travel which is one day or a portion of one day and does not require at least one overnight stay.
 - d. Conference registration fees, bridge toll charges, parking, work-related communications i.e. telephone, fax etc., taxi, air fare, and public transit: A receipt is required for all charges over \$5.00 per day
 - e. Restaurant gratuities. Not more than 15 percent is allowed unless a higher percentage is required by the restaurant policy

TRAVEL; REIMBURSEMENT**Allowances** (continued)

2. Alcohol is a non-reimbursable expense.
3. ~~Use of privately owned vehicles for out of district travel will be reimbursed at the current rate established by the Internal Revenue Service.~~
Use of a district vehicle or most cost effective rental vehicle is preferred for out of district travel. If an employee chooses to use a privately owned vehicle when either a district or rental vehicle is available, mileage reimbursement will be at the Internal Revenue Service rate for one-way mileage only. If neither district vehicle nor rental vehicle is available and the employee must use his/her privately owned vehicle, mileage reimbursement will be at the Internal Revenue Service rate for two-way mileage.
4. ~~Management reserves the right to require the use of a rental vehicle or district-owned vehicle rather than paying reimbursement for mileage.~~
5. 4 Car pooling is strongly encouraged. Whenever possible, two or more district staff members or representatives traveling to the same location should travel in the same vehicle.

Flat Rate Monthly Mileage

1. Flat rate, within district boundaries, up to a maximum per contracted month, as follows:

Assistant superintendents, chief financial officer, executive directors, directors, coordinators, and supervisors	\$66.00
Principals and assistant principals	\$44.00
Coordinator of media services	\$33.00
2. Flat rate stipends will be adjusted proportionally on an annual basis to reflect the current reimbursement rate established by the Internal Revenue Service.
3. Flat rate stipends will be paid biannually.
4. Persons having additional responsibilities may request from the Superintendent an adjustment to the flat rate assigned.

TRAVEL; REIMBURSEMENT

Allowances (continued)

5. For the positions enumerated in # 1 above, in instances where district vehicles are routinely used, mileage experienced by use of private vehicles while on district business will be reimbursed at the rate set by the IRS.

Regulation

approved: ~~June 17, 2010~~ **August 16, 2012**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Kareem Abdul-Khabir
SDC – Gateway
Effective 8-13-12

Aimee Ahle
Itinerant DIS – SELPA
Effective 8-13-12

Jessica Auld
Kindergarten – Faller
Effective 8-13-12

Airean Beecroft
English – Monroe
Effective 8-13-12

Dulce Baca
5th Grade – Faller
Effective 8-13-12

Katie Benadom
RSP – Las Flores
Effective 8-13-12

Tyrell Blanche
SDC – Burroughs
Effective 8-13-12

Heather Bower
RSP – Burroughs
Effective 8-13-12

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Sherry-Kay Browne
SDC Primary – Richmond
Effective 8-13-12

Brianne Cofield
1st Grade – Faller
Effective 8-13-12

Sandra Castro
40% Spanish – Murray
Effective 8-13-12

Brianna Cote
1st/2nd Combination – Las Flores
Effective 8-13-12

Lisa Cosner
ROP Culinary Arts – Burroughs
Effective 8-13-12

John Faber
Science – Burroughs
Effective 8-13-12

Rachel Ghilardi
50% RSP – Inyokern
Effective 8-13-12

Courtney Hudson
4th/5th Combination – Faller
Effective 8-13-12

Sarah Kowalski
Counselor – SELPA
Effective 8-8-12

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Loren Lilly
RSP – Burroughs
Effective 8-13-12

Cherie Lloyd
1st/2nd Combination – Richmond
Effective 8-13-12

Heather Miller
SDC – James Monroe
Effective 8-13-12

Ewellisa Mitchell
SDC Primary – Gateway
Effective 8-13-12

Jeffrey Naslund
SDC – Murray
Effective 8-13-12

Laura Olinger
40% Music – Murray
Effective 8-13-12

Katharine Rall
Speech – SELPA
Effective 8-13-12

Adam Sansom
Mathematics – Burroughs
Effective 8-12-13

Stephanie Warren
SDC 5th Grade – Richmond
Effective 8-13-12

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Todd Warren
SDC – Murray
Effective 8-13-12

Substitute Teachers for 2012-13 year
Yesenia Goins
Lynda McClain
Kristy McLaughlin
Jennifer Musick
William Zerby

8.14 CHANGE OF STATUS (continued)

Traci Freese
From 1st Grade – Faller
To 1st Grade – Gateway

Kimberly Heier
From RSP – Burroughs
To Speech – SELPA

Cathy Studer
From 3rd Grade – Faller
To 4th Grade – Gateway

Kasey Prestel
From Kindergarten – Faller
To Kindergarten – Richmond

Betty Jo Winslow
From 1st Grade – Gateway
To 3rd Grade – Faller

Carolyn Hiatt
From 5th Grade – Faller
To 5th Grade – Inyokern

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS (continued)

Olivia Shatto
From RSP – Richmond
To 3rd Grade - Faller

Tonya Wicker
From English/Spanish – Monroe
To Social Science – Murray

Melissa Yoshizu
From 5th Grade – Richmond
To 5th Grade - Gateway

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Mary Kate Ghilardi
5 ½ hr. Paraprofessional – Richmond
Effective 08-06-12

Kelsey Cole
1 ½ hr. Noon Duty Supervisor – Inyokern
And
½ hr. Crossing Guard – Inyokern
Effective 06-30-12

Celia Mayhugh
6 ½ hr. Food Service Assistant III – Vieweg
Effective 08-03-12

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Karina Bullard
5 ½ hr. Paraprofessional – Gateway
Effective 08-14-12

Patricia Corlett
3 hr. Food Service Assistant I – Burroughs
Effective 08-14-12

Shannon Cunningham
5 ½ hr. Paraprofessional – Richmond
Effective 08-14-12

Vanessa Jaeger
5 ½ hr. Paraprofessional – James Monroe
Effective 08-14-12

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Amy Lerma
6 hr. Library Specialist – Gateway
Effective 08-06-12

Deborah Richardson
2 ½ hr. Food Service Assistant I – Murray
Effective 08-14-12

Sondra Szczypiorski
3 ½ Food Service Assistant II – Vieweg
And
2 ½ Food Service Assistant I – Murray
Effective 08-14-12

Kathryn Tucker
1 ½ hr. Noon Duty Supervisor – Inyokern
And
½ hr. Crossing Guard – Inyokern
Effective 08-14-12

Classified Substitutes for the 2012-2013 School Year
Jessica Constable
Jean Kennedy
Scott Lee
Joni Marr
Doris Martinez
Monica Park
Mylla Stoessel

8.24 CHANGE OF STATUS

Sandra Castro
From: 8 hrs. Bilingual Interpreter Clerk – Pierce Elementary
To: 5.6 hrs. Bilingual Interpreter Clerk – Pierce Elementary
Effective 08-10-12

8. PERSONNEL ADMINISTRATION

8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

BACKGROUND INFORMATION: Approval of the governing board is required when a district is filing for a Variable Term Waiver, Provisional Internship Permit or Short Term Staff Permit in order to assign an individual who is not appropriately credentialed for his/her assignment.

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for Variable Term Waivers, Provisional Internship Permits, or Short Term Staff Permits in order that the district may assign the following individuals for the 2012-2013 school year.

- Provisional Intern Permit - Education Specialist – Mild/Moderate for Tyrell Blanche, Special Day Class, Burroughs High School
- Provisional Intern Permit - Education Specialist – Mild/Moderate for Jeff Naslund, Special Day Class, Murray Middle School
- Short Term Staff Permit - Education Specialist – Mild/Moderate for Katie Benadom, Resource Specialist, Las Flores Elementary
- Short Term Staff Permit - Education Specialist – Mild/Moderate for Heather Bower Resource Specialist, Burroughs High School
- Short Term Staff Permit - Education Specialist – Mild/Moderate for Ewellisa Mitchell, Special Day Class, Gateway Elementary School
- Variable Term Waiver – Speech Language/Pathology Services Aimee Ahle, SELPA
- Variable Term Waiver – Speech Language/Pathology Services Kimberly Heier, SELPA
- Variable Term Waiver – Speech Language/Pathology Services Katharine Rall, SELPA

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT’S RECOMMENDATION: The superintendent’s recommendation is to approve the submission of requests for Provisional Internship Permit, Short Term Staff Permit, and Variable Term Waiver, in order that the above named individuals may be assigned in the designated positions for the 2012-13 school year.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following gift has been received: Big Lots of Ridgecrest has donated \$2,500.00 to Mesquite High School.

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

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

9. GENERAL ADMINISTRATION

9.2 Authorization for Board Member Travel

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2012-13 travel budget for the board was approved for \$18,700.00.

CURRENT CONSIDERATIONS: Ms. Amy Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Washington, D.C. on September 22 – September 26, 2012 to attend the NAFIS 2012 Fall Conference. Cost of travel is estimated as follows:

Conference registration	\$ 500.00
Air Fare	\$ 530.00
Hotel (4 nights @ \$336.63 inc. tax)	\$1,346.52
Meals (4 days @ \$50 per day)	\$ 200.00
Miscellaneous	\$ 50.00
Estimated total cost of travel	\$2,626.52

FINANCIAL IMPLICATIONS: The travel budget for the Board for 2012-13 is \$18,700. To date, no money has been spent; however, approximately \$11,900 has been approved for the annual CSBA conference.

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

9. GENERAL ADMINISTRATION

9.3 Nominations for CSBA Director-at-Large Asian/Pacific Islander, and Director-at-Large, Hispanic to the California School Boards Association (CSBA) Board of Directors

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

CURRENT CONSIDERATIONS: Nominations for two CSBA Directors-at-Large, Asian/Pacific Islander, and Hispanic will be accepted until September 28, 2012. Any CSBA member board is eligible to nominate board members for any of these Director-at-Large seats. All nominees must serve on a CSBA member board and each nominating board must certify that the nominee has consented to be nominated at the time of nomination. The election for these two-year seats will take place during the Delegate Assembly meeting in San Diego in December. The current Director at Large, Asian/Pacific Islander, is Audrey Yamagata-Noji from Santa Ana Unified School District. The current Director-at-Large, Hispanic is Susan Heredia, Natomas Unified School District.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The board may if it wishes nominate candidates for the offices of CSBA Director-at-Large, Asian/Pacific Islander and Director-at-Large, Hispanic.

***TIME SENSITIVE – For Board ACTION –
Nominations due Friday, September 28, 2012
Please deliver to all governing board members***

August 1, 2012



MEMORANDUM

TO: All Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Jill Wynns, President

SUBJECT: Call for Nominations for Directors-at-Large, Asian/Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large, Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28, 2012**. Nomination forms and all information related to the election process are available to download at www.csba.org/AboutCSBA.aspx.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Westin St. Francis hotel on November 28 – 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, September 28**. A valid nomination includes:

- **A completed, signed nomination form.** *It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation** (one page, single-sided). These letters may be submitted by a:
 - 1) Member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a member district or COE
 - 3) Board member organization
- **A completed, signed and dated candidate's form completed by the nominee is due to CSBA by Friday, October 5.** *(The candidate's form and the two letters of recommendation will be printed in the Delegate Assembly agenda exactly as submitted.)*

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Audrey Yamagata-Noji (Santa Ana USD)
- Hispanic – Susan Heredia (Natomas USD)

For further information, please contact the Leadership Services department at 800-266-3382.
Thank you.



2012 Director-at-Large, Asian/Pacific Islander or Hispanic Nomination Form

Please submit a separate nomination form for each nominee.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, September 28.**

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or County Office Board of Education voted to nominate _____ as a candidate for the following Director-at-Large position: *(please indicate)*

☐ Director-at-Large, Asian/Pacific Islander

☐ Director-at-Large, Hispanic

The nominee is a member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has given permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Return the nomination form and two letters of recommendation to:

Jill Wynns, President

California School Boards Association

3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660

(916) 371-4691 (800) 266-3382 | Fax: (916) 669-3305 or (916) 371-3407 | www.csba.org

10. CONSTRUCTION ADMINISTRATION

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

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

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

FINANCIAL IMPLICATIONS: None

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

10. CONSTRUCTION ADMINISTRATION

10.2 Professional Contract Consultant Resignation

Tom McMahon
Construction Project Manager
Effective 8-31-12

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board accept the resignation from Mr. Tom McMahon effective August 31, 2012.

10 CONSTRUCTION ADMINISTRATION

10.3 Authorization to Enter into a Professional Services Contract with Westberg + White for Interim Project Construction Management Services

BACKGROUND INFORMATION: Mr. Tom McMahon was hired by the District on June 30, 2008 by the Sierra Sands Unified School District for expert consultant services in connection with ongoing district facilities and construction projects. Mr. McMahon possessed special skills, training, and experience that satisfied the need for such expert consultant services. The term of the agreement would expire upon the completion of the construction program or five years.

CURRENT CONSIDERATIONS: The current phase of the district's modernization program is winding down. Upon completion of this portion of the projects, Mr. McMahon plans to retire and has requested that we release him from his contract effective August 31, 2012. The district has truly appreciated Mr. McMahon's dedication and service to the district, its students, and the community. He has served us well throughout the past four years.

Items related to final certification of a few of our projects are pending. Mr. Robert Espinoza, architect for Westberg + White, has offered to serve as Interim Project Construction Manager to complete any outstanding work.

FINANCIAL IMPLICATIONS: The proposal for interim services is for a period of 3 months with two, three month options. Mr. Espinoza already spends one day a week in the district. If the board approves the proposal, he would spend an additional two days per week in the district. We currently pay \$9,300 per month for Construction Management services for Mr. McMahon. Mr. Espinoza's expense including lodging for the additional two nights, food and mileage in town would be approximately \$4,250 per month with a savings of \$5,050 per month while we are in transition. It is appropriate to use the Inyokern School Financing Authority for this purpose.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board authorize the district to enter into a professional services agreement with Westberg + White for Interim Project Construction Management Services



Interim Project Construction Manager

Transition Plan

August 17, 2012

1. The purpose of the transition plan is to assist the district in the following.
 - a. Ongoing support of the Districts current and future construction efforts.
 - b. Assist in planning facility needs and improvements pertinent to DSA certification.
 - c. Evaluate alternative funding sources thru the OPSC.
 - d. Assist in developing selection criteria for the new District CPM.
2. Duration of interim service will be established at 3 month intervals, up to 3 consecutive intervals. The need for services will be evaluated every 3 months.
 - a. Beginning on August 17 continuing thru November 17.
 - b. 3 days on site
 - i. 1 day W+W project activity.
 - ii. 2 days SSUSD CPM activity, billed (hourly + 10%) at \$66.00 per hr.
 - iii. Lodging at local motel, \$92.40 per night x 2.
 - iv. Per Diem (meals) at \$40.00 per day x 2.
 - v. In town mileage at \$0.555 per mile.
3. Coordinate ongoing Facilities activities with Mr. McMahon during transition period.
4. Tom or the District handles issues associated with procurment for future architectural and engineering services contracts to avoid conflict of interest.
 - a. RFP for future project vendors and consultants.
 - b. Overlap between construction projects and maintenance.

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

SAN DIEGO SANTA MARIA



WESTBERG + WHITE
ARCHITECTS AND PLANNERS

- c. Moving District staff between campuses.
 - d. Handles CPM duties for District on Las Flores projects.
5. Mr. Espinoza begins transition assistance as follows.
- a. Continued Involvement in Las Flores Projects on architectural side.
 - b. CTE: Construction, Video Tech, Close out of CTE Building in collaboration with Laura.
 - c. Coordination of construction effort for Certification of remaining open projects.
 - d. Coordinate construction efforts for miscellaneous District facilities projects.
 - e. Coordination of potential Siemens work.
 - f. Evaluation of future modernization projects.
6. District to provide an office space with internet connection and phone line.
7. District can limit the hours or limit the projects as needed.

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14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

SAN DIEGO SANTA MARIA

11 BUSINESS ADMINISTRATION

11.1 Approval of Bid Selection for Bread Products for the 2012-13 School Year

BACKGROUND INFORMATION: Sierra Sands Unified School District solicited requests for contracted pricing for bread products for the 2012-13 school year.

CURRENT CONSIDERATION: Requests for bid proposals were mailed to prospective providers and advertisements were placed in the Daily Independent. Bid responses were received from Sara Lee Bread Co. in Lancaster and Holsum Bakery, Inc. in Phoenix, AZ.

FINANCIAL IMPLICATIONS: While two bids were received, one of them was unresponsive as it did not contain one critical bid item and many of the items that were bid did not meet the criteria of the federal lunch program.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve Holsum Bakery, Inc. as the provider of bread products for the 2012-2013 school year.

11. BUSINESS ADMINISTRATION

11.2 Approval of Agreement with Southern Sierra Boys and Girls club for Use of Facilities at Gateway and Las Flores Elementary Schools

BACKGROUND INFORMATION: The Sierra Sands Unified School District has had an agreement with the Southern Sierra Boys and Girls Club to provide an after school program for children 5-12 years of age at Las Flores Elementary School since 2004. The program provides intervention, supervised homework, and training in study skills and technology. There is also time for athletic and physical recreation, as well as career and social development activities. The program operates from 2:15 p.m. to 6:15 p.m. on days when school is in session for a full day. The Southern Sierra Boys and Girls Club pays the district monthly for the actual cost of utilities and custodial supplies utilized by the program.

CURRENT CONSIDERATION: It is the desire of the Southern Sierra Boys and Girls Club and recommendation of staff that the attached agreements with the district be ratified to continue the after school program at Las Flores Elementary School for the 2012-13 school year. The terms and conditions of the agreement are the same as those in the agreement approved in 2008-2009. In view of the success of the program and benefit of the students at Las Flores Elementary School, it is the desire of Gateway Elementary School staff to initiate the same program, under the same terms and conditions as those of the Las Flores Elementary agreement at Gateway Elementary. District and school site staff is supportive of continuance of these initiatives.

FINANCIAL IMPLICATIONS: The district is reimbursed for the cost of providing facilities at school sites.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the agreements with Southern Sierra Boys and Girls Club to continue the after school program at Las Flores Elementary School and begin the program at Gateway Elementary School for the 2012-13 school year as presented.

**AGREEMENT BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND
SOUTHERN SIERRA BOYS AND GIRLS CLUB**

The following conditions reflect an agreement between the Sierra Sands Unified School District "Sierra Sands" and Southern Sierra Boys and Girls (Club):

1. The Club will have use of the site occupied by Las Flores Elementary School (Las Flores), and may include the cafeteria (multi-purpose room), playground, computer lab, library/media center and a classroom(s) for the purpose of establishing a Boys and Girls club after school program for members 5-12 years old who are of the following populations:
 - At risk (school referred)
 - English as a second language
 - Free and reduced lunch; and/or
 - All others

The program is to provide intervention, supervised homework/study skills/technology, athletic and physical recreation, along with social and career development activities for members in a safe, positive and fun environment. The program will operate from 2:15 p.m. to 6:15 p.m. every day school is in session for a full day during the 2012-13 school year. The program will operate from 1:00 p.m. to 6:15 p.m. on the days school is on a minimum day schedule. During in-service days and other events enunciated in Attachment #1, Las Flores may require the use of the cafeteria (multi-purpose room) and/or computer lab and library/media center. If that is the case, suitable alternative facilities will be arranged by the principal of Las Flores Elementary School, if necessary. On the dates when Back to School Night and Open House will be held, Las Flores will be unable to provide space on those occasions. Attachment #2 provides the dates which the Boys and Girls Club anticipates that it will not use the facilities at the Las Flores Elementary School site. If the Club finds that there will be other times during the year that it will not be operating its program, it is agreed that the Club will communicate that information via letter, telefax or email to the District Office, the Transportation Department and Las Flores with a minimum of a 24-hour advanced notice.

The Club may be utilizing learning-based software on the computers in the Las Flores media center. All installations of software will be performed by the Sierra Sands technology staff. The software will be collaboratively selected by Las Flores and the Club to meet the instructional content needs of Sierra Sands and enhance the supplemental and supportive homework, tutoring and learning skills roll of the Club.

2. The Club will pay on a monthly basis to Sierra Sands the actual cost of \$91.65 per week for utilities and custodial labor and supplies for the hours of use beyond normal school hours at Las Flores on the days the after school

program operates. This reimbursement cost will be collected on the 25th of each month commencing on September 25 in 2012 through June 2013.

3. The Club agrees to comply with the rules and policies associated with use of the facility enunciated in Attachment #3 and #4. In the event a classroom or classrooms are provided for the Club's use for homework activities, the Club agrees to comply with the rules cited in Attachment #5. The Club agrees to provide appropriate adult oversight and supervision to the program members at all times.
4. The Club agrees to leave the facilities ready for instruction at the beginning of the regular school day.
5. It is agreed that the Club shall defend, hold harmless, and indemnify Sierra Sands, its officers, trustees, employees, agents and assigns from any and all claims, demands, lawsuits, penalties, and causes of action which arise out of the act or omission of the Club, its officers, employees and agents and invitees in connection with the performance or breach of this Agreement or arising out of the presence of the Club, its officers, employees, agents and invitees on Sierra Sands' premises.

It is agreed that the Sierra Sands Unified School District shall defend, hold harmless and indemnify Club, its officers, trustees, employees, agents and assigns from any and all claims demands, lawsuits, penalties and causes of action which arise out of the act or omission of Sierra Sands, its officers, employees and agents and invitees in connection with the performance or breach of this agreement or arising out of the presence of the Club, its officers, employees, agents and invitees on Sierra Sands' premises.

6. The Club agrees to secure insurance coverage for use of the facilities at a minimum of \$1,000,000/occurrence and \$2,000,000 aggregate general liability as well as adequate worker's compensation coverage. The certificate of insurance with the Sierra Sands Unified School District named as an additional insured will be included as Attachment #6 to this document.
7. While Sierra Sands will maintain the buildings and provide necessary repairs, the Club agrees that in the event of loss of school and/or student property or damage to the facility or property, school administration will be notified immediately and costs associated with the damage/loss will be borne by the Club. Two keys for access and lock up will be issued to the Club. The Club will be responsible for keeping the keys in the director's and the site supervisor's possession at all times. The keys will not be loaned out or duplicated. A lost key will require a payment of \$500 for re-keying the building.
8. Sierra Sands certifies that all buildings to be used by the Club are of sufficient size to accommodate public instruction and are approved for occupancy by the Office of the State Architect.
9. Use of the kitchen facilities at Las Flores must be negotiated with the Sierra Sands Food Service Department.

By August 29, 2012, the Club will originate and provide to Las Flores administrative staff a current list of all Club staff expected to be on the Las Flores School site. Changes in both Sierra Sands Unified School District and Club contract information will be provided within five days of the change.

The following signatures reflect the authorization agents of the respective parties and the agreement of the conditions herein. This agreement will commence on a date to be agreed upon and will terminate on May 30 2013. Extension of the agreement beyond May 30, 2013, change of this agreement or withdrawal from this contract can be negotiated with the mutual agreement of both parties with a ninety (90) day written notice to the other party. Sierra Sands and the Club will provide a ninety (90) day written notice if renewal beyond the dates of May 30, 2013 is not intended.

Joanna Rummer, Superintendent
Sierra Sands Unified School District

Date

Patricia Miller
Southern Sierra Boys and Girls Club Board

Date

Dennis Young
Southern Sierra Boys & Girls Club
Board President

Date

Attachment #1

Schedule of Las School events impacting space used by the Boys and Girls Club.

- Scholastic Workshop
- Science Fair
- Back to School Night
- Book Fair
- Open House
- In-Service Days
- Holidays
- Weekly Staff Meetings
- Weekly Kids' Club
- Computer Club
- Family Night
- Site Council Meetings
- Other Events TBD

Attached #1 relates to specific Las Flores School events, the dates of which will be determined for the 2012-13 school year. This information will be included in the contract upon finalization.

Attachment #2

Southern Sierra Boys and Girls Club closure dates for school year 2012-13.

In the event of any new closure dates, Sierra Sands Unified School District will be notified 24 hours in advance.

With respect to closure date, it is the intention of the Southern Sierra Boys and Girls Club to align its closure dates to coincide with the Sierra Sands Unified School District calendar for 2012-13.

Attachment #3

Computer Lab Guidelines

It is expected that the Sierra Southern Boys and Girls Club users of the Las Flores computer lab will:

- Use an inside voice
- Respect others
- Not have music downloads
- Not use email, chat, or instant messaging (IM)
- Leave the area clean
- Not use the internet without the permission of the supervisory adult
- Not bang on keyboards – treat equipment with respect
- Not bring food, gum, candy or drinks into lab
- Not touch or tamper with cords and plug-ins
- Not run or engage in horseplay

All computer lab activities will be supervised by an adult.

All internet users will have an Internet Permission Form with a parent signature on file with the Club before using the internet.

Lab Closures

The computer lab will be unavailable for use on the following dates:

Attachment #3 relates to specific Las Flores events, the dates of which are to be determined for the 2012-13 school year.

Attachment #4

General Library Rules

It is expected that the Southern Sierra Boys and Girls Club users of the library will:

- Be careful with Las Flores School property
- Will provide consistent adult supervision to enforce standards of conduct while in the library
- Student to adult ratio of 1:20 will be mandatory
- Materials used in library will be returned to their original location
- Not have foods, snacks, gum or drinks in the library
- Not have craft project activities in the library
- All library materials, books, and resources remain in the library at all times
- Be responsible and respect all resources, materials, equipment and furnishings
- Circulation/librarian's desk is not to be used by students
- Consumable items will be provided by the Club

Attachment #5

Rules for Use of Classroom Space

It is expected that the Southern Sierra Boys and Girls Club uses Las Flores classroom space will:

- Leave all classrooms in the same condition it was prior to Club use
- Not use items belonging to Las Flores teachers and students.

**AGREEMENT BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND
SOUTHERN SIERRA BOYS AND GIRLS CLUB**

The following conditions reflect an agreement between the Sierra Sands Unified School District "Sierra Sands" and Southern Sierra Boys and Girls (Club):

1. The Club will have use of the site occupied by Gateway Elementary School (Gateway), and may include the cafeteria (multi-purpose room), playground, computer lab, library/media center and a classroom(s) for the purpose of establishing a Boys and Girls club after school program for members 5-12 years old who are of the following populations:
 - At risk (school referred)
 - English as a second language
 - Free and reduced lunch; and/or
 - All others

The program is to provide intervention, supervised homework/study skills/technology, athletic and physical recreation, along with social and career development activities for members in a safe, positive and fun environment. The program will operate from 2:15 p.m. to 6:15 p.m. every day school is in session for a full day during the 2012-13 school year. The program will operate from 1:00 p.m. to 6:15 p.m. on the days school is on a minimum day schedule. During in-service days and other events enunciated in Attachment #1, Gateway may require the use of the cafeteria (multi-purpose room) and/or computer lab and library/media center. If that is the case, suitable alternative facilities will be arranged by the principal of Gateway Elementary School, if necessary. On the dates when Back to School Night and Open House will be held, Gateway will be unable to provide space on those occasions. Attachment #2 provides the dates which the Boys and Girls Club anticipates that it will not use the facilities at the Gateway Elementary School site. If the Club finds that there will be other times during the year that it will not be operating its program, it is agreed that the Club will communicate that information via letter, telefax or email to the District Office, the Transportation Department and Gateway with a minimum of a 24-hour advanced notice.

The Club may be utilizing learning-based software on the computers in the Gateway media center. All installations of software will be performed by the Sierra Sands technology staff. The software will be collaboratively selected by Gateway and the Club to meet the instructional content needs of Sierra Sands and enhance the supplemental and supportive homework, tutoring and learning skills roll of the Club.

2. The Club will pay on a monthly basis to Sierra Sands the actual cost of \$91.65 per week for utilities and custodial labor and supplies for the hours of use beyond normal school hours at Gateway on the days the after school program

operates. This reimbursement cost will be collected on the 25th of each month commencing on September 25 in 2012 through June 2013.

3. The Club agrees to comply with the rules and policies associated with use of the facility enunciated in Attachment #3 and #4. In the event a classroom or classrooms are provided for the Club's use for homework activities, the Club agrees to comply with the rules cited in Attachment #5. The Club agrees to provide appropriate adult oversight and supervision to the program members at all times.
4. The Club agrees to leave the facilities ready for instruction at the beginning of the regular school day.
5. It is agreed that the Club shall defend, hold harmless, and indemnify Sierra Sands, its officers, trustees, employees, agents and assigns from any and all claims, demands, lawsuits, penalties, and causes of action which arise out of the act or omission of the Club, its officers, employees and agents and invitees in connection with the performance or breach of this Agreement or arising out of the presence of the Club, its officers, employees, agents and invitees on Sierra Sands' premises.

It is agreed that the Sierra Sands Unified School District shall defend, hold harmless and indemnify Club, its officers, trustees, employees, agents and assigns from any and all claims demands, lawsuits, penalties and causes of action which arise out of the act or omission of Sierra Sands, its officers, employees and agents and invitees in connection with the performance or breach of this agreement or arising out of the presence of the Club, its officers, employees, agents and invitees on Sierra Sands' premises.

6. The Club agrees to secure insurance coverage for use of the facilities at a minimum of \$1,000,000/occurrence and \$2,000,000 aggregate general liability as well as adequate worker's compensation coverage. The certificate of insurance with the Sierra Sands Unified School District named as an additional insured will be included as Attachment #6 to this document.
7. While Sierra Sands will maintain the buildings and provide necessary repairs, the Club agrees that in the event of loss of school and/or student property or damage to the facility or property, school administration will be notified immediately and costs associated with the damage/loss will be borne by the Club. Two keys for access and lock up will be issued to the Club. The Club will be responsible for keeping the keys in the director's and the site supervisor's possession at all times. The keys will not be loaned out or duplicated. A lost key will require a payment of \$500 for re-keying the building.
8. Sierra Sands certifies that all buildings to be used by the Club are of sufficient size to accommodate public instruction and are approved for occupancy by the Office of the State Architect.
9. Use of the kitchen facilities at Gateway must be negotiated with the Sierra Sands Food Service Department.

By August 29, 2012, the Club will originate and provide to Gateway administrative staff a current list of all Club staff expected to be on the Gateway School site. Changes in both Sierra Sands Unified School District and Club contract information will be provided within five days of the change.

The following signatures reflect the authorization agents of the respective parties and the agreement of the conditions herein. This agreement will commence on a date to be agreed upon and will terminate on May 30 2013. Extension of the agreement beyond May 30, 2013, change of this agreement or withdrawal from this contract can be negotiated with the mutual agreement of both parties with a ninety (90) day written notice to the other party. Sierra Sands and the Club will provide a ninety (90) day written notice if renewal beyond the dates of May 30, 2013 is not intended.

Joanna Rummer, Superintendent
Sierra Sands Unified School District

Date

Patricia Miller
Southern Sierra Boys and Girls Club Board

Date

Dennis Young
Southern Sierra Boys & Girls Club
Board President

Date

Attachment #1

Schedule of Las School events impacting space used by the Boys and Girls Club.

- Scholastic Workshop
- Science Fair
- Back to School Night
- Book Fair
- Open House
- In-Service Days
- Holidays
- Weekly Staff Meetings
- Weekly Kids' Club
- Computer Club
- Family Night
- Site Council Meetings
- Other Events TBD

Attached #1 relates to specific Gateway School events, the dates of which will be determined for the 2012-13 school year. This information will be included in the contract upon finalization.

Attachment #2

Southern Sierra Boys and Girls Club closure dates for school year 2012-13.

In the event of any new closure dates, Sierra Sands Unified School District will be notified 24 hours in advance.

With respect to closure date, it is the intention of the Southern Sierra Boys and Girls Club to align its closure dates to coincide with the Sierra Sands Unified School District calendar for 2012-13.

Attachment #3

Computer Lab Guidelines

It is expected that the Sierra Southern Boys and Girls Club users of the Gateway computer lab will:

- Use an inside voice
- Respect others
- Not have music downloads
- Not use email, chat, or instant messaging (IM)
- Leave the area clean
- Not use the internet without the permission of the supervisory adult
- Not bang on keyboards – treat equipment with respect
- Not bring food, gum, candy or drinks into lab
- Not touch or tamper with cords and plug-ins
- Not run or engage in horseplay

All computer lab activities will be supervised by an adult.

All internet users will have an Internet Permission Form with a parent signature on file with the Club before using the internet.

Lab Closures

The computer lab will be unavailable for use on the following dates:

Attachment #3 relates to specific Gateway events, the dates of which are to be determined for the 2012-13 school year.

Attachment #4

General Library Rules

It is expected that the Southern Sierra Boys and Girls Club users of the library will:

- Be careful with Gateway School property
- Will provide consistent adult supervision to enforce standards of conduct while in the library
- Student to adult ratio of 1:20 will be mandatory
- Materials used in library will be returned to their original location
- Not have foods, snacks, gum or drinks in the library
- Not have craft project activities in the library
- All library materials, books, and resources remain in the library at all times
- Be responsible and respect all resources, materials, equipment and furnishings
- Circulation/librarian's desk is not to be used by students
- Consumable items will be provided by the Club

Attachment #5

Rules for Use of Classroom Space

It is expected that the Southern Sierra Boys and Girls Club uses Gateway classroom space will:

- Leave all classrooms in the same condition it was prior to Club use
- Not use items belonging to Gateway teachers and students.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in July 2012 are submitted for approval. “A” warrants totaled \$ 662,353.09. “B” warrants totaled \$ 841,633.14.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of **July 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	\$135,051.89
End of month classified	\$232,341.56
10th of month certificated	\$186,154.81
10th of month classified	\$108,804.83
Total "A" Warrants	\$662,353.09

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 1	\$94,311.06
Batch 2	Food Service
Batch 3	\$115,528.48
Batch 4	\$106,520.87
Batch 5	\$107,255.44
Batch 6	\$28,889.41
Batch 7	\$71,825.44
Batch 8	\$157,579.93
Batch 9	\$65,937.56
Batch 10	\$93,784.95
Batch 11	August
Total "B" Warrants	\$841,633.14

Total "B" Warrants

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 Adoption of Resolution #2 1213, Authorization to Extend the Existing Contract with
Mather Bros, Inc. for the Purchase of Dairy Products for the 2012-13 School Year

BACKGROUND INFORMATION: California Education Code Section 39644 allows a district board of education by resolution to extend a contract for up to two years beyond the original contract ending date provided there is no increase in cost of the contract.

CURRENT CONSIDERATIONS: For more than 10 years when requesting bids for dairy products, due to ongoing logistical problems, Mather Bros. Inc. has remained the district's only bidder. Requests for bids for dairy products will again be requested for the 2014-15 school year. Mather Bros, Inc. has been providing the district with dairy products for the past year. The services provided by this company are satisfactory and pricing is reasonable. Therefore, it is recommended that the contract be extended and services retained for an additional and final year before requesting bids. Resolution #2 1213 allows for such an extension and is presented for adoption.

FINANCIAL CONSIDERATIONS: Extension of this contract will be neutral in terms of cost for these products.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #2 1213 and authorize the extension of the existing contract with Mather Bros, Inc. for the purchase of dairy products for the 2012-13 school year.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #2 1213

A RESOLUTION BEFORE THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT ALLOWING THE DISTRICT TO AMEND THE EXISTING CONTRACT FOR THE PURCHASE OF DAIRY PRODUCTS

RESOLVED, by the Board of Education of the Sierra Sands Unified School District as follows:

WHEREAS, in past years the District has solicited bids for the purchase of dairy products, and

WHEREAS, in accordance with California Education Code Section 39644, Duration of Continuing Contracts for Services and Supplies, wherein it states “Continuing contracts for work to be done, services to be performed...may be made with an accepted vendor...for materials or supplies, not to exceed three years”, and,

WHEREAS, Schools Legal Service has advised that this contract can be extended by amendment to the original contract provided there is no increase in the cost of the contract;

NOW, THEREFORE, it is hereby RESOLVED that the District amend its contract with Mather Bros, Inc. of Ridgecrest., California to read purchase of dairy products for the school year 2012-13 and to note that this is an extension of the original contract awarded for the 2010-11 school year.

I hereby certify that the foregoing resolution was duly adopted at the meeting of the Board of Education of the Sierra Sands Unified School District duly held on the _____ day of August, 2012 on a motion of _____, seconded by _____, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: _____
Secretary, Board of Education
Sierra Sands Unified School District

12. CONSENT CALENDAR

12.4 Approval of Interdistrict Transfer Agreements, Pederson, Smith & Ramirez

BACKGROUND INFORMATION: According to Education Code 46600-46611 students may apply to attend school in a district outside of their attendance boundary under an interdistrict attendance permit. The Education Code states that upon request from the parents/guardians, the district may approve interdistrict attendance permits on a case by case basis.

CURRENT CONSIDERATIONS: Ms. Alexandria Ramirez, mother of Benjamin Ramirez and Kaylie Smith has requested an interdistrict transfer agreement from Trona Unified School District. She is attending Cerro Coso College full time and has requested her children attend school in Ridgecrest. Ms. Erica Pederson, mother of Hannah Pederson has requested an interdistrict transfer agreement from Trona Unified School District as she works in Ridgecrest. Hannah attended Gateway School last year and though they have moved to Trona, Ms. Pederson would like to continue her enrollment at Gateway School. All three students have been released by Trona Unified School District

FINANCIAL IMPLICATIONS: There are no known financial implications at this time.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the interdistrict transfer requests for Benjamin Ramirez, Kaylie Smith, and Hannah Pederson.

For the 20 12 to 20 13 school year.

TRONA JOINT UNIFIED SCHOOL DISTRICT
83600 Trona Road • Trona, CA 93562
760-372-2861 Phone • 760-372-4534 Fax

INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is a request for an Interdistrict Attendance Agreement for School Year 20 12 - 20 13

Name Benjamin Ramirez Grade 3

Address 82475 Wingate Ave, Trona CA 93562

Resides in the Trona Joint Unified school district

Requests to attend Sierra Sands School District.

Request to attend (To be determined by Sierra Sands) School.

The reason for this request is as follows: 1) Attending college in Ridgecrest,
2) Employed in Ridgecrest, 3) Child Care provider is
in Ridgecrest

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have the right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code Section 46601. I further understand that the interdistrict attendance agreement only covers the school year indicated above.

Alexandra Ramirez
Print Name

[Signature]
Signature

760 977-6263
Telephone Number

8/9/12
Date

I understand the District will not provide transportation for my student. A.R. (Please Initial)

I have completed and signed the authorization for release of school record information.
A.R. (Please Initial)

For District Use Only

☐ Residency status denied by _____ Date _____

☒ Residency status granted by [Signature] Date 8/9/12

For the 20 12 to 20 13 school year.

For the 20 12 to 20 13 school year.

TRONA JOINT UNIFIED SCHOOL DISTRICT
83600 Trona Road • Trona, CA 93562
760-372-2861 Phone • 760-372-4534 Fax

INTERDISTRICT ATTENDANCE AGREEMENT REQUEST

This is a request for an Interdistrict Attendance Agreement for School Year 2012 - 2013

Name Kaylie Smith Grade 2

Address 82475 Wingate Ave. Trona, CA 93562

Resides in the Trona Joint Unified school district

Requests to attend Sierra Sands School District.

Request to attend (To be determined by Sierra Sands) School.

The reason for this request is as follows: 1) Attending college in Ridgecrest,
2) Employed in Ridgecrest, 3) Child Care provider is
in Ridgecrest

I declare under penalty of perjury that the above information is accurate to the best of my knowledge. I further acknowledge that attendance in a non-resident district is a privilege and not a right. I acknowledge that the district granting this request shall have the right to revoke and end this agreement if (1) the district of attendance makes a reasonable determination that the continuing presence of the student would interfere with the needs of the district, the best interests of the student, or both; and (2) the district of attendance gives five (5) school days notice prior to the revocation of this agreement. I understand that I have the right to appeal any decision regarding this request by either district to the county board of education pursuant to Education Code Section 46601. I further understand that the interdistrict attendance agreement only covers the school year indicated above.

Alexandra Ramirez
Print Name

760 977-6263
Telephone Number

[Signature]
Signature

08/9/12
Date

I understand the District will not provide transportation for my student. A.R. (Please Initial)

I have completed and signed the authorization for release of school record information. A.R. (Please Initial)

For District Use Only

☐ Residency status denied by _____ Date _____

☒ Residency status granted by [Signature] Date 8/9/12

For the 20 12 to 20 13 school year.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
FORM TO REQUEST RESIDENCY
BASED ON PARENT EMPLOYMENT

This form is submitted to request residency status with the Sierra Sands Unified School District.

Name of Student: Hannah Pederson Grade 2 during 2012 to 2013

Name of Parent (or Legal Guardian): Erica Pederson Telephone: (760) 264-5139

Address of Parent: 84647 5th St. Trona, CA

School District of Residence: Trona

School District of Parent's Primary Place of Employment: Sierra Sands Unified School District

Name of Parent's Primary Place of Employment: Heritage^{Inn} Hotels

Address of Parent's Primary Place of Employment: 1050 N. Norma

Work Hours and Days: 4^{pm} - 5^{pm} Mon, Wed, Thru, Fri, Sat Telephone: (760) 446-6543

☐ Attach Proof of Physical Employment within the Sierra Sands Unified School District. The evidence may be a paycheck stub or letter from employer on business letterhead. The evidence must list the actual address within the District's boundaries. Stubs or letters listing only a P.O. Box will not be accepted.

☒ Yes. ☐ No. Parents agree to provide own transportation. (District does not provide home to school transportation) (If your child receives special education transportation, please provide a copy of the IEP.)

I declare under penalty of perjury that the information submitted is accurate to the best of my knowledge. I further acknowledge the Sierra Sands Unified School District may deny this request to establish residency pursuant to the California Education Code. I understand that my primary place of employment must be physically within the boundaries of the Sierra Sands Unified School District for my child to be granted residency status. I agree that I will immediately notify the Sierra Sands Unified School District if I am no longer physically employed within its boundaries. I acknowledge that the Sierra Sands Unified School District may request proof of employment at any time during my child's enrollment within the Sierra Sands Unified School District, and I agree to cooperate with any such request.

Erica Pederson Erica Pederson 8/9/12 Mother
Signature Print Name Date Relationship

☐ I have completed and signed the attached authorization for release of school record information.

For District Use Only

☐ Residency status denied by [Signature] Date:

☒ Residency status granted by [Signature] Date: 8/9/12

For the 2012 to 2013 school year