`SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education
Regular Meeting

MAY 15, 2014
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.org

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG 7:00 P.M.

Amy Castillo-Covert
Judy Dietrichson
Bill Farris
Tom Pearl, Vice President/Clerk
Kurt Rockwell, President
Michael Scott
Student Member, Lara Luu

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 and special meetings of April 17, 2014 and the special meeting of May 7, 2014.

3. PROGRAMS AND PRESENTATIONS

   3.1 Presentation to Lara Luu, Student Board Member for Her Service for 2013-14
   3.2 Presentation of the Sierra Sands Community Service Award to Mr. Cedric Knight

3. PROGRAMS AND PRESENTATIONS (continued)

3.3 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers
3.4 Presentation of Employee of the Year Awards
3.5 Presentation of Service Awards to District Retirees

A brief reception in the lobby will follow these presentations to greet and congratulate award recipients and retirees.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2014-15 for the Sierra Sands SELPA

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Report
- Graduations and Promotions

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 Annual Budget Plan and the Annual Service Plan for 2014-2015 for the Sierra Sands SELPA
6.2 Annual Review of Participation in the Regional Occupational Program (ROP)

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Administrative Regulation 3513.3, Tobacco-Free Schools
7.2 Approval of Revisions to Board Policy and Administrative Regulation 5131.62, Tobacco -Students

7.3 Approval of Revisions to Board Policy and Administrative Regulation 5145.12, Students Search and Seizure

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 Declaration of Need for Fully Qualified Teachers for the 2014-15 School Year
8.4 Presentation of Initial Sunshine Contract Proposal from the Board of Education to the Desert Area Teacher's Association for 2014-15

9. GENERAL ADMINISTRATION

9.1 Gifts to the District
9.2 Approval of Revisions to the 2014-15 Academic Calendar
9.3 Approval of the Academic Calendar for the 2015-16 School Year
9.4 Authorization for Board Member Travel, Section 8002 Summer Meeting

10. CONSTRUCTION ADMINISTRATION

10.1 Notice of Completion of Contract - Las Flores Relocatable Classroom Buildings, One Relocatable Restroom Facility, and Related Site Work, DSA #03-112377
10.2 Notice of Completion of Contract - Las Flores Relocatable Kindergarten Classroom Buildings and Related Site Work, DSA #03-114587
10.3 Notice of Completion of Contract - Las Flores Alterations to One-Multi-Purpose Building Classroom Buildings B & C, Office Building and Fire Alarm Upgrade, DSA # 03-114211
10.4 Adoption of Resolution # 25 1314, Funding Requested through the State School Facility Program

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants
12.2 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern and Pierce Elementary Schools for the 2014-2015 School Year
12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2014-15
12.4 Approval of Preschool Self-Evaluation Annual Report for the 2013-14 School Year
12.5 Approval of Perkins Career Technical Education Application for Funding for the 2014-2015 School Year

12.6 Appointment of 2014-15 California Interscholastic Federation (CIF) League Representatives for Burroughs High School
12.7 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waiver #1 1314
12.8 Elimination of Vacant Title 1 Project Teacher Position at Faller Elementary School for 2014-15
12.9 Approval of Contract for Data Management Services with Illuminate Education, Inc.
12.10 Approval of Amendment to the Superintendent's Contract
12.11 Approval of Recommendations for Expulsion, Expulsion Cases #09 1314, #10 1314, and #11 1314

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be June 19, 2014.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 7, 2014

TIME OF MEETING: 6:30 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted.

2. CLOSED SESSION

   2.1 Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b): Two (2) potential cases

   No action was taken.

3. ADJOURNMENT

THE BOARD OF EDUCATION

_____ _____

Tom Pearl, Vice President/Clerk Joanna Rummer, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 17, 2014

TIME OF MEETING: 6:15 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted.

2. CLOSED SESSION

   2.1 Public Employee Appointment pursuant to Government Code section 54957 – Title: Superintendent. No action was taken..

3. ADJOURNMENT

THE BOARD OF EDUCATION

_____ _____

Tom Pearl, Vice President/Clerk Joanna Rummer, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 17, 2014

TIME OF MEETING: 6:30 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted.

2. CLOSED SESSION

   2.1 The board met in closed session with the superintendent to discuss negotiations with all three bargaining units. No action was taken.

3. ADJOURNMENT

THE BOARD OF EDUCATION

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Tom Pearl, Vice President/Clerk Joanna Rummer, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING:	April 17, 2014
TIME OF MEETING:	7:00 p.m.
PLACE OF MEETING:	Ridgecrest City Council Chambers
MEMBERS PRESENT:	Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
STAFF PRESENT:	Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Lara Luu.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted with Mrs. Rummer requesting that Items 10.1, 10.2, and 10.3 be pulled from the agenda at this time and noting the board will hear the Inyo-Kern Schools Financing Authority Agenda following Item 11.1 on the Sierra Sands agenda.

2. APPROVAL OF MINUTES

   Hearing no comments, the minutes of the special closed session meetings of March 14, 15, and 17, 2014 and the closed sessions of March 20, 2014 and the amended minutes of the regular meeting of March 20, 2014 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

   - Caldwell Flores Winters, Inc. Scholarship Presentation to Aaron Patin
     Mr. Khush Gheyara, Chief Financial Officer of Caldwell Flores Winters, Inc. presented a scholarship donation from Caldwell Flores Winters, Inc. to Aaron Patin, Burroughs High School student.

   - Rand Elementary School: The Cultural Understanding of Morocco, Africa
     Mrs. Bonnie Kaufman, Principal of Rand Elementary School, shared what Rand Elementary students have learned about the diversity of different cultures as they studied Morocco, Africa. She shared some of the background of the Moroccan culture as well as photos of the Moroccan foods and crafts made by Rand students. The students were delighted to see how their culture merges with that of Morocco through common street signs and well known books. Board Member Judy Dietrichson was instrumental in bringing the study of Morocco to the students at Rand Elementary School.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: Murray Middle School would like to thank the SSUSD Technology Department for coming to Murray to help them begin the new SBAC testing. Everything seemed to run smoothly. Over 300 students attended the Touch of Class Dance held at the Paradise Café with the theme "Once Upon a Time." The Murray Concert Band performed in the Band Extravaganza with the Burroughs High School and Monroe Concert Bands. The Junior Olympics Team practiced for months and competed in the Ridgecrest Junior Olympics with many first, second, and third place finishers. Some students even broke records! Murray AVID and GTT students visited Burroughs High School for STEM Day. GATE and AVID students are planning to attend the College Day at Cal State Bakersfield. Murray Middle School students placed in many levels at the KidWind competition at Cerro Coso Community College. Both Sydney and Sam Marler, who were awarded first place, will be competing in the KidWind Challenge Event 2014 in Washington D.C.

James Monroe Middle School: James Monroe teachers and students are preparing for the administration of the SBAC field test by continuing to become more familiar with the testing material. Monroe GTT students attended STEM day at Burroughs High School. They toured the CTE building, talked with ROP students, visited industrial arts classes, and had a tour of the campus. The James Monroe Middle School KidWind team placed second in competition at Cerro Coso Community College. WEB applications are currently being accepted. Incoming 6th grade students will visit the Monroe campus in May. Burroughs High School counselors will be at Monroe on May 2 to help students complete their course selection sheets and to begin the process of successfully transitioning to high school.

Mesquite High School: Mesquite High School is proud of their 15 students who have exercised Freedom Through Responsibility since August 2013 to graduate from high school. The remaining Mesquite Dragons had a great "community" that was completely student planned and led. Topics such as attendance, respecting campus, and doing work were addressed, and the ASB hosted a barbeque for the school. Mesquite is excited to have a prom this year. ASB has planned photos, dinner, dancing, and other entertainment. They are looking forward to this celebration of how Mesquite students have earned Freedom Through Responsibility.

Burroughs High School: The 2014 prom court was announced at the Burroughs High School Spring Rally last week. There will be a masquerade theme with red, gold, and black as the colors. Desert Valleys Federal Credit Union will be bringing the financial education seminar, "Bite of Reality" to the teens of our community on April 26. This free event is a hands-on simulation of real-world financial realities such as student loan debt and the challenges of living on a budget. Congratulations to Alison Kleidon, David Lupton, and Sidney Pollock for earning a Superior rating at the SCSBOA Regional Solo Ensemble Festival. The BHS Annual Dodge Ball Tournament will take place next week.

5.2 Reports from Members of the Board

Board President Kurt Rockwell encouraged the teens of the community to attend the Bite of Reality financial seminar presented by Desert Valleys Federal Credit Union. He also thanked the Junior Olympics volunteers for making this year's games a success.

Board Member Judy Dietrichson invited the public to the 10th anniversary dedication of the United States Air Force Major Michael Adams memorial monument.

Board Member Amy Castillo-Covert encouraged the community to attend the Burroughs High School production of Julius Caesar.

5.3 Superintendent's Report

Mrs. Rummer reported the district is down by 46 students from this time last year but our attendance continues to hold strong at 95.4%. She reminded the community that Open Enrollment will take place May 1-15. Mrs. Rummer welcomed the community to attend Open House at any of the Sierra Sands school sites. The Open House schedule is posted on the SSUSD website.

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

Barb Walls, President of the Desert Area Teachers Association, reported that Sierra Sands Unified School District saw a 22% reduction in certificated personnel during the 2008-2012 time period. Some of this reduction was the result of a reduction in force and some through retirement. Test scores increased every year during this period of reduction. She reported a 4.2% increase in FTE from 2012 to 2013 despite declining enrollment. Ms. Walls stated that the average salary change from 2012 to 2013 in this district showed a decrease of .3%. The DATA Sunshine Proposal for 2014-15 was presented to the board.

5.5 Communications from the public

Nine members of the public spoke during the communications from the public portion of the meeting.

6. EDUCATIONAL ADMINISTRATION

6.1 Adoption of Textbooks and Instructional Materials for Grades K-8 Mathematics and High School Statistics and Trigonometry

Motion passed to adopt the selected mathematics textbooks and instructional materials as presented. DIETRICHSON/SCOTT

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

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Approval of Contract for Employment of the District Superintendent

Motion passed to approve the contract for employment of Ernest M. Bell, Jr. as superintendent of Sierra Sands Unified School District. DIETRICHSON/SCOTT

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

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

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

Motion passed to adopt the personnel actions as presented. CASTILLO-COVERT/SCOTT

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

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

Motion passed to approve the submission of request for a Variable Term Waiver. CASTILLO-COVERT/DIETRICHSON

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

8.5 Adoption of Resolution #22 1314, Teacher Appreciation Week and Day of the Teacher

Motion passed to adopt Resolution #22 1314, Teacher Appreciation Week, May 5-9 and the Day of the Teacher. CASTILLO-COVERT/SCOTT

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

8.6 Adoption of Resolution #23 1314, Classified School Employee Week, May 19-23, 2014

Motion passed to adopt Resolution #23 1314, Classified School Employee Week, May 19-23, 2014. CASTILLO-COVERT/DIETRICHSON

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Ms. Sue Aramanda made a cash donation of $640.00 to be used for the Severely Handicapped Special Education Bowling Program at Richmond Elementary School. On behalf of the Evan Etoch Memorial Foundation, Mrs. Janelle Etoch made a cash donation of $550.00 to be used for the Severely Handicapped Special Education Bowling Program at Richmond Elementary School. DIETRICHSON/CASTILLO-COVERT

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

9.2 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.

9.3 Adoption of the Board Meeting Calendar for the 2014-15 School Year

Motion passed to approve the adoption of the board meeting calendar for the 2014-15 school year. SCOTT/DIETRICHSON

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

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Approval of Resolution #24 1314, Authorizing the District to Seek Grant Funding for ARB-Verified Level 3 Technologies for Eligible School Buses

Motion was passed to adopt Resolution #24 1314 allowing the district to apply for funds to the Eastern Kern Air Pollution Control District. DIETRICHSON/CASTILLO-COVERT

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

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:24 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 8:26 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants
12.2 Approval of Contract Amendment and Assignment Agreement with Placeworks, Formerly Known as The Planning Center
12.3 Approval of Recommendations for Expulsion, Expulsion Cases #07 1314 and #08 1314
12.4 Approval of Out of State Travel for Selected Murray Students

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

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

14. FUTURE AGENDA

15. ADJOURNMENT was at 8:29 p.m.

THE BOARD OF EDUCATION

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Tom Pearl, Vice President/Clerk Joanna Rummer, Secretary to Board

Recorder: Diane Naslund

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Lara Luu, Student Board Member for Her Service for 2013-14

President Rockwell will present a certificate of appreciation to Student Board Member, Lara Luu for her service during the 2013-14 school year.

3. PROGRAMS AND PRESENTATIONS

3.2 Presentation of the Sierra Sands Community Service Award to Mr. Cedric Knight

BACKGROUND INFORMATION**:** In an effort to recognize and highlight community members who volunteer their services to valley students, the superintendent has established a Sierra Sands Community Service Award. This recognition medium gives the district the ability to honor community members who dedicate time and energy to the success of Indian Wells Valley students, in both curricular and extra-curricular areas. The honored party is invited to attend a meeting of the Board of Education to be publicly recognized and appropriately honored.

CURRENT CONSIDERATIONS: Every year the district acknowledges the important role played by members of the community. Our district is very fortunate to have so much wonderful community support that it was especially difficult to choose an individual who most personifies advocacy for the district and support of the community. While there were many worthy candidates, Mr. Cedric Knight represents, in every way, all of those qualities that most graphically illustrate the significant support extended to the district in pursuit of its mission of educating all of the students in the local community. Mr. Knight became a member of our community in the mid-1990s. From the first day of his arrival, Mr. Knight expressed his interest in supporting the students of our valley. Mr. Knight has demonstrated outstanding volunteer service and contribution to our youth through support of student programs, activities, and competitions. He continuously demonstrates that he genuinely cares about the students and is devoted to their future and well-being; and to the success of the district and the community as well. He is very responsive to student and district needs and requests. He is an advocate for us on many levels and we truly appreciate the contributions he makes to support the educational achievement of the students in our valley. His dedication, professionalism and friendship are greatly appreciated.

SUPERINTENDENT'S RECOMMENDATION: It is the pleasure of the Board of Education to recognize Mr. Cedric Knight as the Sierra Sands Community Service Award recipient for the 2013-14 year.

3. PROGRAMS AND PRESENTATIONS

3.3 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers

BACKGROUND INFORMATION: We are fortunate to live in a community where parents and community members take a vital interest in the lives of their children, whether it is in their activities at home or at school. Many go above and beyond what is necessary to make a difference to the children of the district. In an effort to recognize and highlight the special individuals who volunteer their services to our students and schools, the Sierra Sands Unified School District has established the Sierra Sands Rose Award. This award gives the district the ability to annually honor those volunteers who generously dedicate time and energy to the success of our students.

CURRENT CONSIDERATIONS: Principals of each of the district schools will join President Rockwell and Superintendent Rummer in a presentation of the Annual Sierra Sands Rose Awards in recognition of those parents and community members who are most generous in their support of the schools in the Sierra Sands Unified School District.

Gateway Elementary School: Brianne Hardwick has been our chess master for the past two years and she organizes our chess club after school four days a week. The beginner group meets two days a week and the intermediate group meets two days a week. Bri also attends all of the district chess tournaments and helps run the K-1 division. She has created chess club t-shirts that the chess team proudly wear to the tournaments to show Gator pride. Due to her dedication, enthusiasm, and the efforts of the students, Gateway has placed first in the chess competition two years in a row and our membership continues to grow with well over 70 students. Gateway Elementary School is proud to have Brianna Hardwick as our Rose Award recipient.

Murray Middle School: Julie Ann Pennix came to Murray from Inyokern as a worried mother of a fantastic young man. She stepped right onto the PTO team and became active as the Vice President last year. She soon found other ways to be a part of Murray and pretty soon she was a common figure on campus. We have decided she is truly one of the "Staff" – just un-paid.

Julie Ann is eager for everyone to have an opportunity for everything offered at Murray. She was instrumental in helping us bring Chip Yates to Murray. She helped us find a way to have every child be a part of his presentation. She wants to provide things through PTO that will benefit every child. The fund raisers we have had have all been fun and easy for every child to participate in. The McDonald's Night was a perfect example. She is always being creative with the prizes for the various fund-

raisers. She finds the students limo rides, Cool Threads gift certificates and crazy accessories.

She is humble about her contributions and always asks what she can do and what she can do better. Her approach is very gentle, not overbearing at all. She can get people to do things but she is not pushy. Probably the most endearing quality she possesses is her sense of humor. She is really funny and it just makes it easy to help her out.

I look forward to every PTO meeting, knowing it will be fun and energetic and all about the kids. Thank you Julie Ann for your contributions and especially for your fun loving spirit, you make my day every day I see you!

Burroughs High School: I am pleased to recognize Nancy Dent as our Rose Award recipient. Nancy Dent, mother of Josh, Justin, Jacob, Kayla Vaughn and current senior Taylor Vaughn, is the trip coordinator for BHS Music Boosters and the closest thing I have to a secretary. She volunteers running movie tickets sales (now called coupons sales), works with our Scrip fundraiser and for several years coordinated our trips: planned food, lodging, excursions, air travel and charter transportation for our BHS Band/Choir/Orchestra including Hawaii 2014, Arizona 2012, Hawaii 2010, Mexico Cruises 2004 & 2008 as well as all of the Disneyland/SCSBOA Festival overnight trips in the interim years between out-of-state trips.

The band orientation mailings as well as uniform-fitting day mailings since 2004 (ten years) have been done so well by Nancy, she tends to know more about our music program families than I do. She greets every person who comes to those meetings, discusses how to get involved as boosters and her personal touch has made her loved by all in our program. The first year Music Boosters made an award for volunteer of the year, Nancy Dent won. In subsequent years she insisted that others get the award as she wanted to spread positives including acknowledgement and recognition to encourage others to volunteer as much as possible.

The unseen, unsung contributions of Nancy Dent include shopping online for printers, copiers and whatever boosters and music teachers discuss needing at meetings. She finds great prices and many times, buys [to get reimbursed for] items with Scrip which actually adds financially to the funding for our program. The $99 Canon copier/scanner/printer on my desk is a daily reminder of how effective Nancy is at getting great items at great prices.

Burroughs High School is proud to recognize Nancy for her above average parental involvement and significant contributions to several hundred BHS music students over the past decade.

Inyokern Elementary School I am happy to recognize Jackie Barber as our Rose Award recipient. Jackie comes to Inyokern to provide extra help with our activities. She is a regular volunteer at our FAME days and in the classroom as well. Jackie spends two mornings each week reading with students during 4th grade reading groups.

She helps students enjoy the book their group is reading and can be heard laughing when it is her "turn" to read a page. Jackie is a consistent field trip chaperone too! We can always count on her for a "yes" when we need another pair of hands. Her warm smile, patience, and "can do" attitude make her loved not just by the students but staff as well. Jackie can be seen regularly eating lunch with the students, since she has a 1st grade as well as a 4th grade grandchild at Inyokern. We look forward to many more years of her support. Thank you Jackie for all you do for our students.

Pierce Elementary School: The staff and students of Pierce School have asked me to come here tonight to recognize Mrs. Mary Ray as our Rose Award honoree! We wanted to recognize the fact that Mrs. Ray has been coming to Pierce School every single flex Friday for the last 12 years. She comes in especially early on those flex Fridays (Her one day off!) just to visit with the 60 students in our Before School Program. You might wonder what Mrs. Ray could possibly do every Flex Friday for 12 years . . . . well, the truth is she is teaching our students about good nutrition and how to prepare and cook healthy snacks, breakfasts, and lunches for themselves. Every time Mrs. Ray visits, she brings in a new recipe that the students prepare and eat during the Before School Program. My favorite recipe is the Melon Banana Split Breakfast. Looks like a banana split, but it is made from melon balls, yogurt, and just a touch of Fruit Loops for crunchy topping! We are even thinking of publishing a cookbook with her recipes just for kids. Thank you Mary for all the wonderful cooking and nutrition experiences you have brought to our students. They love their cooking Fridays!

Mesquite High School: Gino LaMarca is Mesquite's Volunteer of the Year. He is a retired physicist who volunteers his time to support many organizations in our community. Gino is very active in the United Way, VITA (Veterans Income Tax Assistance program), and his church, St. Ann's where he is probably attending choir practice at this moment.

Gino volunteers much of his time tutoring students in mathematics at Mesquite. Gino faithfully reports to Mesquite two to three times each week providing support to individual students so that they complete the CAHSEE and Algebra 1 graduation requirements. This is Gino's twelfth year tutoring our students. Staff and students are so grateful for Gino's support, and we appreciate every minute he spends on our campus assisting our students. He is a bright spot for many students who depend on him to help them meet some very challenging goals.

Faller Elementary School: Mrs. Sandi Dickey has been selected as Faller's Rose Award Winner because of her love and commitment to teaching children about music. Mrs. Dickey's passion for teaching music is expressed in her own words, "My goal is to help the kids appreciate a wide variety of music, especially the types of music that can influence them to be happy, make good choices, succeed, and connect to the people around them." Mrs. Dickey has spent the last 3 years teaching music lessons in classrooms as well as to entire grade levels during FAME (Fine Arts and Music Education). Her extensive knowledge of music circulates the world. Our students have learned about medieval music, African music, African American, Jazz, Ragtime, Modern R&B, American and patriotic music.

Last week, Mrs. Dickey directed two of our classrooms in performing musicals. Our first and second grade combination class performed "A Year with Frog and Toad" while one of our fifth grade classes performed "The Music Man". They were amazing performances! As Mrs. Dickey said, "I can go a little crazy when tackling projects." Students, teachers and parents worked on making costumes, scenery and props. All the while students were being taught songs for the musicals and simple choreography. It was an incredible experience for our students and Mrs. Dickey is the one that made it all possible.

Mrs. Dickey states, "It can be really hard balancing the needs of my kids at home with my desire to help out at school." Well she does have five children: Gavyn 5th grade, Laura 4th grade, Rebekah 1st grade, Everett and Travis. The good news is that Everett and Travis haven't started school yet so it looks like we will have many more years educating the Dickey children. On behalf of the staff, students and parents of Faller School, we would like to express a huge thanks to a wonderful volunteer- Mrs. Sandi Dickey.

James Monroe Middle School: The James Monroe Tiger family is pleased to recognize Mr. Bob McDiarmid as our Rose Award winner. Mr. McDiarmid retired from a lengthy teaching career a couple of years ago, and just couldn't get enough of teaching. With a spring in his step, Mr. McDiarmid comes to James Monroe twice a week and volunteers his time in Mrs. Venhaus's sixth grade math class. He stands outside of the classroom as students are lining up and he asks the students to recite math facts or answer mental math problems, and there is a frantic response by students, all of whom want to please him by being the first to answer correctly. Mrs. Venhaus says, "We have been able to accomplish so much because Mr. McDiarmid is able to work with small groups of students. He steps in during lessons and always has something insightful to add. I am so happy to have Mr. McDiarmid volunteering because some students that were once struggling are now achieving." We are thankful for Mr. McDiarmid's generous service to James Monroe Middle School.

Richmond Elementary School: This year, Richmond School would like to acknowledge a faithful parent. Sue Aramanda enrolled her daughter as a kindergartener nine years ago. Taylor was a vital part of Room 19 for the last eight years. Unfortunately, Taylor passed away suddenly in January. Mrs. Aramanda had been a constant support in Mrs. White's classroom and continues to visit.

Many individuals sent money in Taylor's memory to Sue. Mrs. Aramanda graciously donated those funds and sought out additional moneys from the Evan Etoch Memorial Foundation. The students had not been able to bowl for the last year and a half, due to a lack of funds. Sue knew that one of the activities that the special needs students enjoyed was bowling at the Bowling Alley on the Base. The funds totaled $1,190.00 for the Special Day Student's Bowling Wednesdays. The students are now happily engaged in one of their favorite activities.

Mrs. Aramanda always contributes snacks for the children in the class. She recently donated materials for a pancake breakfast and stayed to help flip the pancakes that the students later enjoyed. Sue is an always smiling person who has been very supportive of the special day class. She took very good care of Taylor, who was one of the best dressed students at school. Sue continues to think of the children in the class as her own.

Richmond School is fortunate to have such a giving, kind person as a parent. We would like to acknowledge her many good deeds and kind ways by naming her as our Rose Award recipient for 2014.

Las Flores Elementary School: Roz Moore's generosity with her time and heart has touched every student, teacher, and staff member of the Las Flores community. Roz has always looked at how she could service the entire population of Las Flores beyond her sons' classrooms. For that reason, when Roz walks on campus, she is recognized by staff and students alike as a 'Lioness'. She is part of our PRIDE. Roz has been an active PTO member, classroom volunteer, school wide event volunteer, and coordinator of the Best in Attendance Program.

As coordinator of the Best in Attendance Program she has ensured the recognition and reward of classrooms in which attendance was the highest. Roz has run this program on her own, funding the prizes herself, as she knows that regular attendance makes a world of difference in each student's education. For her five years of unfailing, self motivated, and benevolent service to Las Flores Elementary School we honor Roz Moore with the Rose Award.

SUPERINTENDENT'S RECOMMENDATION: President Rockwell, Mrs. Rummer, and school principals will introduce award recipients and present certificates and roses to each in recognition of their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.4 Recognition of Site and District Employees of the Year

BACKGROUND INFORMATION: As the end of the 2013-14 school year is fast approaching, the board would like to recognize the outstanding classified and certificated Employees of the Year for their service to students and the educational community. Each site nominates and then selects a certificated and classified employee to receive this honor. The district certificated and classified Employees of the Year are selected by the members of the Superintendent's Cabinet after a review of the site/department winners. The district Administrator of the Year is selected by the management team from a ballot vote.

CURRENT CONSIDERATIONS: This is an excellent opportunity for administrators, staff, parents, students, and community members to recognize and salute outstanding employees and their many contributions to student success. The following employees were honored as an Employee of the Year by their respective schools or departments and will be presented to the Board of Education for their service to the district by their site principal or department supervisor:

Mark Hatter, Burroughs
Michele Lazaro, Burroughs
Chris Ostermann, Burroughs
Charlotte Becker, Burroughs
Sharon McKeown, Burroughs
Margaret Holm, Faller
Cathleen Della Santina, Faller
Traci Freese, Gateway
Karen Kelly, Gateway
Joan Worley, Inyokern
Luz Osorio, Inyokern
Amy Self, James Monroe
Vanessa Jaeger, James Monroe
Katie Benadom, Las Flores
Janna Chilbes, Las Flores
Marla Cosner, Mesquite
Tami McKenzie, Mesquite
Kate Champeny, Murray
Lynda Kelley, Murray
Kristi West, Pierce
Rhonda Wendt, Pierce
Denise Moliterno, Richmond
Connie Williams, Richmond
Lois McCarthy, District Office
Julie Frisbee, District Office
Eleanor Higa, SELPA/PSS
Kelli Cropley, Food Service/Warehouse
Yoan Ponce, Support Services
Linda Carle, Transportation

The following employees were selected as district Employees of the Year:

Certificated: Traci Freese
Classified: Janna Chilbes
Administrator: Michelle Savko

SUPERINTENDENT'S RECOMMENDATION: Board President Rockwell and Mrs. Rummer will recognize these honorees for their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.5 Presentation of Service Awards to District Retirees

BACKGROUND INFORMATION: The talents and contributions of district employees are the key to the success of the students of the Sierra Sands Unified School District. Near the end of each school year, the board of education takes time to recognize the service and dedication of those employees who have retired during the current year or will be retiring at the end of the current school year.

CURRENT CONSIDERATIONS: This year there are 14 certificated and 6 classified employees who will be recognized for their distinguished and dedicated service to the district. They are listed below along with their most recent assignment and dates of service.

Certificated Retirees

Joanna Rummer	Superintendent	1988 – 2014
Gary Arnold	ROP Construction, Burroughs	1987 - 2013
Barbara Arnts	2nd Grade, Faller	1986 - 2014
Dorothea Cornell	Adaptive P.E., SELPA	1983 - 2014
Judith Gerard	Science, Burroughs	1991 - 2014
Karen Gum	1st Grade, Inyokern	1994 - 2013
Elizabeth Hayes	Special Education, Burroughs	1994 - 2014
Laura Hickle	Coordinator of Education Technology, Assessment and Categorical Programs	1976 - 2013
Eleanor Higa	DIS Speech, SELPA	1986 -1994, 2000 - 2014
Bonnie Kaufman	Principal, Inyokern	2004 - 2014
Rick Lovett	ROP Criminal Justice, Burroughs	1991 - 2014
Karen Melendy-Zahn	2nd Grade, Richmond	2004 - 2014
Jeff Prusa	Industrial Arts, Burroughs	1979 - 2013
Diane Veneski	Social Science/Computers, Burroughs	1979 - 2013

Classified Retirees

Linda Burns	Administrative Secretary II, Curriculum and Instruction	1995 - 2014
Carl Connally	Skilled Craftsperson, Maintenance	1976 - 2014
Elaine Janson	Assistant Superintendent of Business and Construction Projects	2003 - 2014
Karen Kelly	Custodian, Gateway	1995 - 2014
Roberta Pounds	Bus Driver II, Transportation	2002 - 2014
Catherine Sanders	Paraprofessional/Transportation Monitor Transportation	2003 - 2014

SUPERINTENDENT'S RECOMMENDATION: Board President Rockwell, Superintendent Rummer and Assistant Superintendent of Human Resources, Mr. Bell will introduce retirees and present service awards to each in recognition of their service to the district. A brief reception will follow these presentations in the lobby to greet and congratulate retirees and other award recipients.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2014-15 for the Sierra Sands SELPA

BACKGROUND INFORMATION: Assembly Bill 602 requires Special Education Local Plan Areas (SELPAs) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

CURRENT CONSIDERATIONS: According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, an Annual Budget Plan and an Annual Service Plan must be developed each year. The completion of the process will be documented by evidence that a public hearing has been held before the adoption of the Annual Budget Plan and the Annual Service Plan.

FINANCIAL IMPLICATIONS: The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical special education state and federal funding, the expenditure of which is documented in these plans.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board conduct a public hearing on the Annual Budget Plan and the Annual Service Plan for 2014-15.

ANNUAL BUDGET PLAN
FISCAL YEAR 2014–15

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California *Education Code* [*EC*] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	3,671,181
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	248,839
C	Special Education services to pupils with: (1) **severe disabilities**, and (2) **low-incidence disabilities**	SACS Goal Code 5710	91,739
		SACS Goal Code 5730	501,950
		SACS Goal Code 5750	979,179
D	Special education services to pupils with **non-severe disabilities**	SACS Goal Code 5770	3,493,313
E	Supplemental aids and services to meet the individual needs of pupils placed **in regular education classrooms** and environments	Any SACS Goal Code with SACS Function Code 1130[1]	14,671
F	Regionalized operations and services, and direct instructional support **by program specialists** in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	0
		SACS Goal Code 5060	0
G	The use of **property taxes** allocated to the special education local plan area pursuant to *EC* Section 2572.	Statement is included in Local Plan	

[1] Function Activity Classification can be found at http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	**Respite care services (ages 0–2 only)**: Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)			x	34 *CFR* sections 300.34 (c)(3), 300.226
330	**Specialized academic instruction**: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	x			34 *CFR* Section 300.39(b)(3)
340	**Intensive individual instruction**: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	x			30 California *Education Code* (*EC*) Section 56364
350	**Individual and small group instruction**: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	x			5 *California Code of Regulations* (*CCR*) Section 3051; 30 *EC* Section 56441.2
415	**Language and speech**: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	x			5 *CCR* Section 3051.1; 30 *EC* Section 56363; 34 *CFR* sections 300.34 (c)(15), 300.8 (c)(11)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	**Adapted physical education**: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.		x		5 *CCR* Section 3051.5; 30 *EC* Section 56363; 34 *CFR* sections 300.108, 300.39 (b)(2)
435	**Health and nursing–specialized physical health care services**: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	x			5 *CCR* Section 3051.12; 30 *EC* sections 56363, 49423.5(d) 34 *CFR* Section 300.107;
436	**Health and nursing–other services**: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	x			5 *CCR* Section 3051.12; 30 *EC* Section 56363; 34 *CFR* Section 300.107

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	**Assistive technology services**: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	x			5 *CCR* Section 3051.16; 30 *EC* Section 56363; 34 *CFR* sections 300.6, 300.105
450	**Occupational therapy**: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	x			5 *CCR* Section 3051.6; 30 *EC* Section 56363; 34 *CFR* Section 300.34 (c)(6)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	**Physical therapy**: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.			x	5 *CCR* Section 3051.6; 30 *EC* Section 56363; 34 *CFR* Section 300.34 (c)(9); California *Business and Professions Code* (*B&PC*) Chapter 5.7 sections 2600–2696; *Government Code* (*GC*) Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	**Individual counseling**: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	x			5 *CCR* Section 3051.9; 34 *CFR* Section 300.34(c)(2)
515	**Counseling and guidance**: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	x			34 *CFR* sections 300.24.(b)(2), 300.306; 5 *CCR* Section 3051.9

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	**Parent counseling**: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	x			5 *CCR* Section 3051.11; 34 *CFR* Section 300.34(c)(8)
525	**Social work services**: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.			x	5 *CCR* Section 3051.13; 34 *CFR* Section 300.34(c)(14)
530	**Psychological services**: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	x			5 *CCR* Section 3051.10; 34 *CFR* Section 300.34 (c)(10)
535	**Behavior intervention services**: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	x			5 *CCR* Section 3001(d); 34 *CFR* Section 300.34 (c)(10)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	**Day treatment services**: Structured education, training, and support services to address the student's mental health needs.			x	Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	**Residential treatment services**: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	x			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	**Specialized services for low incidence disabilities**: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	x			5 *CCR* sections 3051.16, 3051.18; 34 *CFR* Section 300.34
710	**Specialized deaf and hard of hearing services**: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	x			5 *CCR* sections 3051.16, 3051.18; 34 *CFR* Section 300.34
715	**Interpreter services**: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	x			5 *CCR* Section 3051.16; 34 *CFR* Section 300.34 (c)(4)
720	**Audiological services**: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	x			5 *CCR* Section 3051.2; 34 *CFR* Section 300.34 (c)(1)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	**Specialized vision services**: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	x			5 *CCR* Section 3030(d); 30 *EC* Section 56364.1
730	**Orientation and mobility**: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	x			5 *CCR* Section 3051.3; 30 *EC* Section 56363; 34 *CFR* Section 300.34 (c)(7)
735	**Braille transcription**: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.			x	5 *CCR* Section 3051.16; 30 *EC* Section 56363; 34 *CFR* Section 300.8 (c)(13)
740	**Specialized orthopedic services**: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	x			5 *CCR* sections 3030(e), 3051.16; 30 *EC* Section 56363; 34 *CFR* Section 300.8 (c)(8)
745	**Reading services**				5 *CCR* Section 3051.16

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	**Note taking services**: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.			x	5 *CCR* Section 3051.16
755	**Transcription services**: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.			x	5 *CCR* Section 3051.16
760	**Recreation services, includes therapeutic recreation**: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.			x	5 *CCR* Section 3051.15; 34 *CFR* Section 300.34 (c)(11)
820	**College awareness**: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	x			34 *CFR* sections 300.39 (b)(5), 300.43
830	**Vocational assessment, counseling, guidance, and career assessment**: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	x			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
840	**Career awareness**: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	x			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	**Work experience education**: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	x			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
855	**Job Coaching**: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	x			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
860	**Mentoring**: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	x			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
865	**Agency linkages (referral and placement)**: Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	x			30 *EC* Section 56341.5 (f); 34 *CFR* Section 300.344 (3)(b)
870	**Travel training (includes mobility training)**	x			5 *CCR* Section 3051.3; 34 *CFR* sections 300.39 (c)(7)
890	**Other transition services**: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	x			

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900	**Other special education/related services**: Any other specialized service required for a student with a disability to receive educational benefit.	x			
*	*B&PC–Business and Proessional Codes* *CCR–California Code of Regulations* *CFR–Code of Federal Regulations* *EC–Education Code* *GC–Government Code*				

CUSTOMIZED SERVICE DESCRIPTIONS

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2014)				Special Education Division		
CASEMIS Code	Special Education Service Category Descriptions Birth–21 Years	Compliance Standard (Legal Requirement)	For CDE USE ONLY Compliance	Meets Compliance Yes	 No	Findings/ Comments
900	**Anger Management Group-Service provided by a district Mental Health counselor or district school psychologist for students with anger issues. The groups are held once a week and the topics vary according to the needs of the students.**	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How service provided?			

CUSTOMIZED SERVICE DESCRIPTIONS

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2014)				Special Education Division		
CASEMIS Code	Special Education Service Category Descriptions Birth–21 Years	Compliance Standard (Legal Requirement)	For CDE USE ONLY Compliance	Meets Compliance Yes	Meets Compliance No	Findings/ Comments
900	**Specially Designed Physical Education-Physically Education that has been adapted to meet the needs of the child with a disability and is provided by the itinerant special education teacher at the school that the student is attending.**	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How service provided?			

CUSTOMIZED SERVICE DESCRIPTIONS

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2014)				Special Education Division		
CASEMIS Code	Special Education Service Category Descriptions Birth–21 Years	Compliance Standard (Legal Requirement)	For CDE USE ONLY Compliance	Meets Compliance		Findings/ Comments
				Yes	No	
900	**Home Instruction-Home istruction was provided to the student as a result of the IEP team's discussion of the note from the student's physician. The instruction was provided by a credentialed Special Education teacher.**	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How service provided?			

CUSTOMIZED SERVICE DESCRIPTIONS

Special Education Local Plan Area:

California Department of Education Form ASP-01b (rev March 2014)				Special Education Division		
CASEMIS Code	Special Education Service Category Descriptions Birth–21 Years	Compliance Standard (Legal Requirement)	For CDE USE ONLY Compliance	Meets Compliance Yes	Meets Compliance No	Findings/ Comments
900	**Social Skills Group-Service provided by a district Mental Health Counselor, district School Psychologist or Speech Therapist for students with disabilities that need direct instruction, role-play and modeling in the area of social skills.**	Provision of FAPE	Has the Special Education Local Plan Area (SELPA) included: - Name of service? - Description of service? - How service provided?			

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 *** Sch Code Not Found *** Sierra Vista Education Center	10	| 330 | 415 | 450
1531367 Burroughs High	10	| 330 | 415 | 425 | 435 | 436 | 510 | 515 | 530 | 720 | 725 | 820 | 830 | 840 | 850 | 855 | 865 | 890 | 900
6009294 Pierce Elementary	10	| 330 | 415 | 900
6009310 Murray Middle	10	| 330 | 415 | 450 | 515 | 725 | 730 | 840 | 900
6009328 Richmond Elementary	10	| 330 | 340 | 415 | 425 | 435 | 436 | 450 | 725 | 730 | 900
6009609 Inyokern Elementary	10	| 330 | 415 | 515
6009617 Monroe (James) Middle	10	| 330 | 340 | 415 | 435 | 715 | 820 | 840 | 855 | 890 | 900
6009625 Las Flores Elementary	10	| 330 | 415
6009633 Faller Elementary	10	| 330 | 415 | 435
6110712 Gateway Elementary	10	| 330 | 415 | 435 | 436 | 450 | 515 | 900

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 *** Sch Code Not Found *** Sierra Vista Educatim Center	71	| 330 | 340 | 435 | 510 | 545 | 820 | 840 | 890

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

Annual Service Report Other Facilities

Facility 32: County Jails

"Currently, there are no incarcerated students served at the county jail Facility 32. Should services become necessary during the 2014–15 year, a full array of services would be available through coordination with the Kern County Superintendent of Schools.

Infant Services (003)		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 *** Sch Code Not Found *** Sierra Vista Education Center	10	| 250
611071A *** Sch Code Not Found *** Gateway Preschool	10	| 250 | 330 | 415

Please ensure that the following are included on this form: (Ages 0-2)	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 *** Sch Code Not Found ***	00	| 415
611071A *** Sch Code Not Found ***	00	| 250 | 330 | 415 | 450 | 900
0119495 *** Sch Code Not Found ***	10	| 250 | 415
6009294 Pierce Elementary	10	| 330
6009328 Richmond Elementary	10	| 330 | 415 | 436 | 450 | 900
6009609 Inyokern Elementary	10	| 415
6009625 Las Flores Elementary	10	| 415
6110712 Gateway Elementary	10	| 330 | 415
611071A *** Sch Code Not Found *** Gateway Preschool	10	| 250 | 330 | 415 | 436 | 450 | 900
0119495 *** Sch Code Not Found *** Sierra Vista Education Center	64	| 900

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

Sierra Sands Unified School District
Eighth Month Enrollment 2013-2014

SCHOOL	2013-14 YTD %	2012-13 YTD %	K	1	2	3	4	5	6	7	8	9-12	SDC	2013-14 TOTAL	2012-13 TOTAL	CHANGE
FALLER	95.9%	96.4%	73	72	75	74	74	72						440	473	**-33**
GATEWAY	95.2%	95.8%	51	61	79	69	64	61					23	408	431	**-23**
INYOKERN	95.3%	94.8%	29	30	29	21	30	27						166	179	**-13**
LAS FLORES	95.2%	95.3%	128	75	74	72	75	76						500	433	**67**
PIERCE	95.7%	95.2%	57	61	54	52	61	53						338	335	**3**
RAND	95.0%	94.1%	1	5	1	1								8	9	**-1**
RICHMOND ANNEX	93.3%	91.7%											98	98	103	**-5**
RICHMOND	96.6%	95.7%	59	70	71	55	58	62						375	393	**-18**
TOTAL K -5	95.6%	95.5%	398	374	383	344	362	351					121	2333	2356	**-23**
MONROE	95.0%	95.0%							142	138	147		31	458	502	**-44**
MURRAY	95.8%	95.5%							189	190	187		25	591	575	**16**
TOTAL 6 -8	95.5%	95.3%							331	328	334		56	1049	1077	**-28**
BURROUGHS	95.0%	95.2%										1262	69	1331	1347	**-16**
MESQUITE	94.00%	94.0%										92		92	120	**-28**
														0		**0**
														0		**0**
TOTAL 9 - 12												1354	69	1423	1467	**-44**
13-14 TOTAL	95.4%		398	374	383	344	362	351	331	328	334	1354	246	4805	---	**---**
12-13 TOTAL		95.3%	384	397	379	380	354	342	353	350	313	1401	247		4900	
CHANGE		**0.10%**	**14**	**-23**	**4**	**-36**	**8**	**9**	**-22**	**-22**	**21**	**-47**	**-1**	**---**	**---**	**-95**

Elementary K - 5	2013-14	2012-13
Regular -		
K	398	384
1 - 3	1101	1156
4 - 5	713	696
Special Education -		
SDC	121	120
RSP	93	103
Middle 6-8		
Regular	993	1016
Special Education -		
SDC	56	61
RSP	75	80
High School 9 - 12		
Regular	1262	1281
Continuation	92	120
ROP	253	241
Special Education -		
SDC	69	66
RSP	74	66
Adult	523	552

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Promotions and Graduations

2014

Sierra Sands Adult School Graduation
May 23, 2014
6:00 p.m.
Parker Performing Arts Center

Murray Middle School Promotion
May 29, 2014
8:00 a.m.
Solar Park on Blandy Street

James Monroe Middle School Promotion
May 29, 2014
10:30 a.m.
Kerr-McGee Center

Mesquite High School Graduation
May 29, 2014
6:30 p.m.
Mesquite High School

Burroughs High School Graduation
May 30, 2014
8:00 p.m.
Burroughs High School Football Stadium

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Annual Budget Plan and the Annual Service Plan for 2014-2015 for the Sierra Sands SELPA

BACKGROUND INFORMATION: Assembly Bill 602 requires Special Education Local Plan Areas (SELPAs) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

CURRENT CONSIDERATIONS: According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, completion of the process will be documented by evidence that a public hearing has been held before the adoption of the Annual Budget Plan and the Annual Service Plan. This public hearing will be held on May 15, 2014 at 7:00 p.m. at the regular meeting of the Sierra Sands Unified School District Board of Education at Ridgecrest City Council Chambers, 100 West California Avenue. After the public hearing, the budget and service plans must be adopted by the Board of Education.

FINANCIAL IMPLICATIONS: The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical, special education, state and federal funding, the expenditure of which is documented in these plans.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the SELPA Budget Plan and Annual Service Plan for 2014-15 as presented.

6. EDUCATIONAL ADMINISTRATION

6.2 Annual Review of Participation in the Regional Occupational Program (ROP)

BACKGROUND INFORMATION: Sierra Sands Unified School District Regional Occupation Program is one of seven programs in the East Kern region. This region consists of Court and Community ROP, El Tejon Unified ROP, Kern County Superintendent of Schools ROP, Rosamond ROP, Mojave ROP, Muroc ROP, and Tehachapi ROP. The Sierra Sands program is the largest and most comprehensive program offered in the region. The current allocated cap is 192.02.

CURRENT CONSIDERATIONS: ROP is currently a Tier 3 Flexibility program which means that the funds may be used for any educational purpose until the state ends flexibility provisions. Sierra Sands has maintained six different courses in order to meet student needs. The Sierra Sands ROP program has a current enrollment of 263 students, which is more than this time last year. Earned ADA is estimated to be 173.55 this year, down from a high of 243.36 in 2006-2007 but up 14.73 ADA from last year.

The quality of training, completion rate, placement rates, and employment rates still exceed the county expectations and county performance. ROP courses are included in Perkins follow-up data and accountability core indicators. Most of the 2012-2013 CTE core indicators for Sierra Sands greatly exceeded state targets and are included in the annual Perkins application (consent calendar item).

FINANCIAL IMPLICATIONS: Funding for ROP currently is allocated through the Kern County Superintendent's office. The ROP program allocation for the 2013-2014 school year is $2,716.2 per ADA based upon the 2007-2008 ADA cap of 192.02. Total anticipated funding is expected to be approximately $471,403. This amount does not include additional funds, such as Lottery, that may be allocated by the county in June.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only and does not require board action.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Administrative Regulation 3513.3, Tobacco-Free Schools

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

CURRENT CONSIDERATIONS: Board Policy 3513.3, Tobacco-Free Schools, was last revised on January 15, 2004. This board policy has been updated to address the California Department of Education's web site recommendation that a district's policy define "tobacco products" to prohibit the use of products containing tobacco or nicotine, including nicotine delivery devices such as electronic cigarettes which provide an inhalable dose of nicotine by delivering a vaporized solution. Kern County Superintendent of Schools has advised districts of this recommendation as well. Health and Safety Code 119405, added by SB 882 (Ch. 312, Statutes of 2010), makes it unlawful for a person to sell or otherwise furnish an electronic cigarette to a minor under age 18.

The Administrative Regulation 3513.3, Tobacco-Free Schools, was last revised on October 16, 2008. The revision required components of the Tobacco-Use Prevention Education (TUPE) Instrument for the Categorical Program Monitoring (CPM) process. The updated regulation reflects the requirement that information be made available through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication. Also Labor Code 6404.5 requires the district to take "reasonable steps" to prevent smoking by nonemployees on school property. This is reflected in the requirement as well.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the revised Board Policy 3513.3, Tobacco-Free Schools as updated. Administrative Regulation 3513.3 is presented as information only and does not require any board action.

Business and Noninstructional Operations

Tobacco-Free Schools

The Governing Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff.

(cf. 3514 - Environmental Safety)
(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 5030 - Student Wellness)
(cf. 5131.62 - Tobacco)
(cf. 5141.23 - Asthma Management)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students and visitors at any instructional program, activity or athletic event ***held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.***

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)

Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes and other types of ENDS Systems. (Vapor Systems, e-VAPES, digital vapor system, hookah, Hookah pen, pencil, device, e-hookah, etc.) Exceptions may be made for the use or possession of prescription nicotine products.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

Business and Noninstructional Operations

Tobacco-Free Schools

Legal Reference:
EDUCATION CODE
48900 Grounds for suspension/expulsion
48901 Prohibition against tobacco use by students
HEALTH AND SAFETY CODE
39002 Control of air pollution from nonvehicular sources
104350-104495 Tobacco use prevention, especially:
104495 Prohibition of smoking and tobacco waste on playgrounds
119405 Unlawful to sell or furnish electronic cigarettes to minors
LABOR CODE
3300 Employer, definition
6304 Safe and healthful workplace
6404.5 Occupational safety and health: use of tobacco products
UNITED STATES CODE, TITLE 20
6083 Nonsmoking policy for children's services
71~~11~~***00***-7117 Safe and Drug Free Schools and Communities Act
CODE OF FEDERAL REGULATIONS, TITLE 21
1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors
PERB RULINGS
Eureka Teachers Assn v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)
CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)

Management Resources:
WEB SITES
California Department of Education, Alcohol, Tobacco and Other Drug Prevention:
~~CDE:~~ http://www.cde.ca.gov/***ls/he/at***
California Department of Education, Tobacco-Free School District Certification:
http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp
California Department of Public Health, Tobacco Control:
http://www.cdph.ca.gov/programs/tobacco
Occupational Safety and Health Standards Board: http://www.dir.ca.gov/OSHSB/oshsb.html
Environmental Protection Agency: http://www.epa.gov

Business and Noninstructional Operations

Tobacco-Free Schools

Notifications

Information about the district's tobacco-free schools policy and enforcement procedures shall be communicated clearly to employees, parents/guardians, students and the community. ***(Health and Safety Code 104420)***

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Superintendent or designee may disseminate this information through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication.

(cf. 1113 - District and School Web Sites)

Information about smoking cessation and support programs shall be made available to students and staff.

Tobacco-use prevention and cessation services are made available to every pregnant minor and minor parent(s) at all grade levels. (Health and Safety Code 104420, 104660)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Signs stating "Tobacco use is prohibited" shall be prominently displayed at all entrances to school property. (Health and Safety Code 104420)

Enforcement/Discipline

Any employee or student who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any other person who violates the district's policy on tobacco-free schools shall be informed of the district's policy and asked to refrain from smoking. If the person fails to comply with this request, the Superintendent or designee may:

Business and Noninstructional Operations

Tobacco-Free Schools

1. Direct the person to leave school property

2. Request local law enforcement assistance in removing the person from school premises

3. If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

The Superintendent or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the district or any employee. (Labor Code 6404.5)

Regulation SIERRA SANDS UNIFIED SCHOOL DISTRICT
approved: ~~October 16, 2008~~ ***May 15, 2014*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Board Policy and Administrative Regulation 5131.62, Tobacco –Students

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

CURRENT CONSIDERATIONS: Board Policy 5131.62 Tobacco-Students, was last revised on August 18, 1994. This board policy has been updated to address the California Department of Education's web site recommendation that a district's policy define "tobacco products" to prohibit the use of products containing tobacco or nicotine, including nicotine delivery devices such as electronic cigarettes which provide an inhalable dose of nicotine by delivering a vaporized solution which includes types of ENDS Systems (Vapor Systems, e-VAPES, digital vapor system, hookah, Hookah pen, pencil, device, e-hookah, etc.) Kern County Superintendent of Schools has advised districts of this recommendation as well.

The Administrative Regulation 5131.62, Tobacco-Students, was last revised on August 18, 1994. Health and Safety Code 104420 requires local TUPE programs to provide access to intervention and cessation services to high-risk groups in grades 7-12. The California Department of Education (CDE) has determined that these services should be directed toward current users and should be voluntary for students. The CDE's TUPE program application clarifies that districts are not required to directly provide the services, but may instead refer students to community services to satisfy this requirement. Also Health and Safety Code 104460 requires districts receiving TUPE funds to provide access to tobacco-use prevention and intervention services to pregnant and parenting students, as provided below. The TUPE application clarifies that districts are not required to directly provide the following services, but may instead refer students to community services. Both items are now reflected in this regulation.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the revised Board Policy 5131.62, Tobacco-Students as updated. Administrative Regulation 5131.62 is presented as information only and does not require any board action.

Students

Tobacco

The Governing Board recognizes that tobacco use presents serious health risks and desires to provide support and assistance in reducing the number of students who begin or continue to use tobacco. The Superintendent or designee shall establish a comprehensive program that includes consistent enforcement of laws prohibiting tobacco possession and use by students, tobacco-use prevention education including youth development activities, and intervention and cessation activities and/or referrals.

(cf. 5141.23 - Asthma Management)

Prohibition Against Tobacco Use

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. (Education Code 48900, 48901)

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Students' possession or use of nicotine delivery devices, such as electronic cigarettes and other types of ENDS Systems. (Vapor Systems, e-VAPES, digital vapor system, hookah, Hookah pen, pencil, device, e-hookah, et.), is also prohibited.

These prohibitions do not apply to a student's possession or use of his/her own prescription products. (Education Code 48900, 48901)

Prevention Instruction

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

Students

Tobacco

Intervention/Cessation Services

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. When appropriate, such intervention services may be provided as an alternative to suspension for tobacco possession.

(cf. 1020 - Youth Services)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee also shall coordinate the district's tobacco-use prevention and intervention program with other district efforts to reduce students' use of illegal substances and to promote student wellness.

(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.63 - Steroids)

The Superintendent or designee shall select anti-tobacco programs based on the model program designs identified by the California Department of Education (CDE) and may modify the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which has received funding from the tobacco industry.

(cf. 1325 - Advertising and Promotion)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Students

Tobacco

Program Evaluation

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

(cf. 0500 - Accountability)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6162.8 - Research)

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

~~Smoking presents a health hazard which can have serious consequences both for the smoker and the nonsmoker. Students shall not be allowed to smoke, chew or possess tobacco or nicotine products on school property or during school hours, at school-sponsored events, or under the supervision of district employees. (Education Code 48901) Students who violate this policy shall be subject to disciplinary procedures which may result in suspension and/or recommendation for expulsion from school. (Education Code 48900)~~

~~The Governing Board shall provide instruction regarding the effects of smoking on the human body and shall take steps to discourage students from making it a practice to smoke. (Education Code 48901, 51202)~~

Legal Reference:
EDUCATION CODE
~~44049 Known or suspected alcohol or controlled substance abuse by student~~
48900 Suspension or expulsion (grounds)
48900.5 Suspension, limitation on imposition; exception
48901 Smoking or use of tobacco prohibited
~~48909 Narcotics or other hallucinogenic drugs~~
51202 Instruction in personal and public health and safety
~~51203 Instruction on alcohol, narcotics and restricted dangerous drugs~~
~~51260 Elementary and secondary school instruction in drug education by appropriately trained instructors~~
60041 Instructional materials, portrayal of effects of tobacco use
HEALTH AND SAFETY CODE

Students

Tobacco

104350-104495 Tobacco-use prevention education
119405 Unlawful to sell or furnish electronic cigarettes to minors
PENAL CODE
308 Minimum age for tobacco possession
CODE OF REGULATIONS, TITLE 17
6800 Definition, health assessment
6844-6847 Child Health and Disability Prevention program; health assessments
UNITED STATES CODE, TITLE 20
7111-7117 Safe and Drug-Free Schools and Communities Act
CODE OF FEDERAL REGULATIONS, TITLE 21
1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 8 (2005)

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003
Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000
WEST ED PUBLICATIONS
Guidebook for the California Healthy Kids Survey
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Tobacco-Use Prevention Education: http://www.cde.ca.gov/ls/he/at/tupe.asp
California Department of Public Health, Tobacco Control: http://www.cdph.ca.gov/programs/tobacco
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Healthy Kids Survey: http://www.wested.org/hks
Centers for Disease Control and Prevention, Smoking and Tobacco Use: http://www.cdc.gov/tobacco
U.S. Department of Education: http://www.ed.gov
U.S. Surgeon General: http://www.surgeongeneral.gov

Students

Tobacco

Student possession or use of tobacco on school premises or at school-sponsored events is a violation of law and Board policy and is not permitted. Students violating this policy shall be subject to the following disciplinary procedures:

1. First Offense:

a. Student conference;

b. Parent/guardian contact; and

c. Referral to Student Assistance Team or other intervention strategy.

d. Appropriate disciplinary consequences (which may include suspension from school) as determined by the school administrator.

2. Second Offense:

a. Parent/guardian contact; and

b. As appropriate, disciplinary probation with behavioral contract (optional); and/or

c. Suspension from school.

3. Subsequent Offenses

a. Administrative action including intervention strategies and disciplinary consequences which may include suspension from school and/or recommendation for expulsion.

Disciplinary probation is a condition whereby a student must fulfill specific commitments or be denied certain privileges until his/her behavior improves. A behavioral contract is a written agreement among a student, his/her parent/guardian and an administrator. The contract sets forth conditions that the student must meet for the probation period. Failure to comply with the agreement's terms may result in further disciplinary action.

Tobacco-Use Prevention Education Program

The district's tobacco-use prevention program shall provide students in grades 6-12 instruction which addresses the following topics: (Health and Safety Code 104420)

Students

Tobacco

1. Immediate and long-term undesirable physiologic, cosmetic, and social consequences of tobacco use

2. Reasons that adolescents say they smoke or use tobacco

3. Peer norms and social influences that promote tobacco use

4. Refusal skills for resisting social influences that promote tobacco use

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

As appropriate, the district shall provide or refer students in grades 7-12 to tobacco-use intervention and cessation activities. (Health and Safety Code 104420)

(cf. 1020 - Youth Services)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

These services shall be directed toward current users and shall be voluntary for students who desire assistance in ceasing the use of tobacco.

The district shall provide or refer every pregnant and parenting minor enrolled in the district to tobacco-use prevention services. Such services may be integrated with existing programs for pregnant and parenting minors and shall include: (Health and Safety Code 104460)

1. Referral to perinatal and related support services

2. Outreach services and assessment of smoking status

3. Individualized counseling and advocacy services

4. Motivational messages

5. Cessation services, if appropriate

6. Incentives to maintain a healthy lifestyle

Students

Tobacco

7. Follow-up assessment

8. Maintenance and relapse prevention services

(cf. 5146 - Married/Pregnant/Parenting Students)

Regulation approved: ~~August 18, 1994~~ ***May 15, 2014***

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy and Administrative Regulation 5145.12, Students Search and Seizure

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

CURRENT CONSIDERATIONS: Board Policy 5145.12, Students Search and Seizure, was last revised on May 17, 2001. This board policy has been updated to reflect current parameters for search and seizure procedures of students and their property on school property and at school activities.

The Administrative Regulation 5145.12, Students Search and Seizure, was last revised on May 17, 2001. The use of metal detectors and contraband dogs has been revised with updated procedures as recommended by CSBA.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the revised Board Policy 5145.12, Students Search and Seizure as updated. Administrative Regulation 5145.12 is presented as information only and does not require any board action.

Students

Search And Seizure

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

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

~~As necessary to protect the health, safety and welfare of students and staff, school officials may search students, their property and/or district property under their control, and may seize illegal, unsafe and prohibited items. The Governing Board requires that discretion, good judgment and common sense be exercised in all cases of search and seizure.~~

Individual Searches

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that

Students

Search And Seizure

he/she is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.

~~School officials may search individual students, their property and district property under their control, when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school.~~

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension ***by Law Enforcement***)

Searches of Multiple Student Lockers/Desks

~~Student Lockers/Desks~~

All student lockers and desks are the property of the district. The principal or designee may

Students

Search And Seizure

conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Because lockers and desks are under the joint control of the student and the district, school officials shall have the right and ability to open and inspect any school locker or desk without student permission or prior notice when they have reasonable suspicion that the search will uncover evidence of illegal possessions or activities or when odors, smoke, fire and/or other threats to health, welfare or safety emanate from the locker or desk.

Use of Metal Detectors

The Board believes that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors at district schools as necessary to help provide a safe learning environment. The Superintendent or designee shall establish procedures that ensure that metal detector searches are conducted in a consistent manner that minimizes or eliminates arbitrary and capricious enforcement by school officials.

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)~~
~~(cf. 0450 - Comprehensive Safety Plan)~~
~~(cf. 5131.7 - Weapons and Dangerous Instruments)~~
~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~

Use of ~~Drug-Detection~~ ***Contraband Detection*** Dogs

In an effort to keep the schools free of ~~drugs, the district may use specially trained nonaggressive dogs to sniff out and alert staff to the presence of substances~~ ***dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances*** prohibited by law or Board policy.

The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events as long as they are not allowed to sniff within the close proximity of any students ***or other persons and may not sniff any personal items on those persons without their consent.***

Students

Search And Seizure

~~(cf. 5131.6 - Alcohol and Other Drugs)~~
Legal Reference:
EDUCATION CODE
32280-32288 School safety plans
35160 Authority of governing boards
35160.1 Broad authority of school districts
48900-48927 Suspension and expulsion
49050-49051 Searches by school employees
49330-49334 Injurious objects
PENAL CODE
626.9 Firearms
626.10 Dirks, daggers, knives or razor~~; bringing into or possession of upon or within public school ground; exception~~
CALIFORNIA CONSTITUTION
Article I, Section 28(c) Right to Safe Schools
COURT DECISIONS
Redding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071
B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260
Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313
O'Connor v. Ortega, (1987) 107 S.Ct. 1492
New Jersey v. T.L.O., (1985) 469 U.S. 325
Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470
Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 257 (2000)
75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:
NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS
The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://caag.state.ca.us
~~CDE, Safe Schools and Violence Prevention Office: http://www.cde.ca.gov/ spbranch/safety~~
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss
National Institute of Justice: http://www.ojp.usdoj.gov/nij

Policy adopted: May ~~17, 2001~~ ***15, 2014***

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

Students

Search And Seizure

Use of Metal Detectors

The Superintendent or designee shall ensure that the following safeguards are used when making metal detector scans:

1. Before walk-through, students shall be asked to empty their pockets and belongings of metallic objects.

2. If an initial metal detector activation occurs, students shall be asked to remove other metallic objects that they may be wearing (e.g., belt and jewelry) and to walk through a second time.

3. If a second activation occurs, a hand-held metal detector shall be used.

4. If the activation is not eliminated or explained, staff shall escort the student to a private area where an expanded search shall be conducted by a staff member of the same gender as the student in the presence of another district employee.

5. The search shall be limited to the detection of the cause of the activation.

~~The following procedures shall be followed when making metal detector scans:~~

~~1. A hand-held metal detector shall be used.~~

~~2. Students shall be asked to empty their pockets of metallic objects.~~

~~3. If an initial activation occurs, students shall be asked to remove other metallic objects they may be wearing (e.g., belt and jewelry).~~

~~4. If the activation is not eliminated or explained, staff shall escort the student to a private area.~~

~~5. In the private area, an expanded search shall be conducted by a staff member of the same gender as the student, in the presence of another district employee.~~

~~6. The search shall be limited to the detection of weapons.~~

Use of ~~Drug-Detection~~ ***Contraband Detection*** Dogs

~~Drug-detection~~ ***Contraband detection*** dogs shall not be used in ***class***rooms ***or other district***

Students

Search And Seizure

facilities when the rooms are occupied ~~by persons~~ ,except for demonstration purposes~~,~~ with the handler present. When used for demonstration purposes, the dog shall be separated from the students and not allowed to sniff any individual.

Prior to conducting an inspection, students shall be asked to leave the room that will be subject to the canine sniff. No student shall be forced to leave personal items behind for inspection, unless school officials have reasonable suspicion to search the item.

Only the dog's official handler shall determine what constitutes an alert by the dog. If the dog alerts on a particular item or place, the student having the use of that item or place, or responsibility for it, shall be called to witness the ~~search~~ ***inspection***. If a dog alerts on a locked vehicle, the student who brought the vehicle onto district property shall be asked to unlock it for inspection.

(cf. 5131.6 - Alcohol and Other Drugs)
~~(cf. 5144 - Discipline)~~
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Notifications

At the beginning of each school year and upon enrollment, the Superintendent or designee shall inform students and parents/guardians about the district's policies and procedures for searches, including notice regarding:

1. The possibility of random searches of students, their belongings, their vehicles parked on district property, and district properties under a student's control, including lockers or desks

2. The district's contraband dog detection program

3. The use of metal detector scans

In addition, the Superintendent or designee shall ensure that signs are posted at all schools at which metal detectors are to be used to explain that anyone may be scanned by metal detector for guns, knives, or other illegal weapons when on campus or attending athletic or extracurricular events.

~~At the beginning of each school year and whenever students are assigned lockers, desks or other district property, the Superintendent or designee shall inform students and parents/guardians of~~

Students

Search And Seizure

~~the possibility of random searches of students, their belongings and district properties under their control.~~

~~Upon enrollment and at the beginning of each school year, students and parents/guardians shall receive notice that the district uses metal detector scans as part of its program to promote safety and deter the presence of weapons. Signs shall be posted at all schools at which metal detectors are to be used to explain that anyone may be scanned by metal detector for guns, knives, or other illegal weapons when on campus or attending athletic or extracurricular events.~~

Regulation approved: May ~~17, 2001~~ ***15, 2014***

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***

Wendy McCarley
School Psychologist – SELPA
Effective 6-4-14

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

Bryan Auld
From Assistant Principal – Burroughs
To Principal – Burroughs
Effective 7-1-14

Bev Ewbank
From Teacher – James Monroe
To Principal – Inyokern
Effective 7-1-14

Sue Marvin
From Assistant Principal – Murray
To Principal – Las Flores
Effective 7-1-14

Michelle Savko
From 60% Principal – Las Flores and 40% Coordinator of PPS
To 50% Coordinator of PPS and 50% Coordinator of Educational Technology, Assessment and Categorical Programs
Effective 7-1-14

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Kimberly DeVore
8 hr. Account Clerk III – Business Office
Effective 5-12-14

Kourtney Evans
5 ½ hr. Paraprofessional – Richmond
Effective 5-1-14

Tamara McKenzie
5 hr. Instructional Aide – Assessment & Remediation – Mesquite
Effective 6-2-14

Melissa Naslund
2 ½ hr. Paraprofessional/Workability Job Coach
Effective 4-23-14

Roberta Pounds***
7 ½ hr. School Bus Driver II - Transportation
Effective 4-11-14

Elaine Wunderlich Janson***
Assistant Superintendent of Business and Construction Projects – District
Effective 6-30-14

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Janna Pearce
6 hr. Library Specialist – Burroughs
Effective 4-10-14

Student Workability Workers for the 2013-2014 School Year

Rebekah MacGregor

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Classified Substitutes for the 2013-2014 School Year

Ernest Andrews
Clara Briddick
Kristen Martin
Melissa Reinke
Robert Wiley

8.24 CHANGE OF STATUS

Joyce Booth
From: 1 hr. Food Service I – Mesquite
To: 1 ¼ hr. Food Service I – Mesquite
Effective 5-1-14

Sondra Szczypiorski
From: 8 hr. Custodian – James Monroe
To: 8 hr. Custodian – Las Flores
Effective 7-1-14

8. PERSONNEL ADMINISTRATION

8.3 Declaration of Need for Fully Qualified Teachers for the 2014-15 School Year

BACKGROUND INFORMATION: The district continues to make an effort to decrease the number of teachers employed by the district who are not fully credentialed or are teaching out of their credentialed area. The district employed 42 teachers on some type of waiver for the 1997-98 school year. Since that time, that number has steadily declined year by year through recruitment efforts and efforts put forth by teachers to earn their full credentials. The district sees significant progress toward the goal of fully credentialed teachers in all district classrooms.

CURRENT CONSIDERATIONS: The laws governing credential waivers and emergency permits have authorized the Commission on Teacher Credentialing to approve requests to waive laws or regulations governing educator preparation and licensing. Submission of a Declaration of Need for Fully Qualified Educators by the employing agency is a prerequisite to the issuance of any emergency permit for that agency. The declaration identifies the specific areas of anticipated need for fully qualified educators and certifies that there are insufficient numbers of certificated persons who meet the district's specified employment criteria for the identified areas of need.

It should be noted that the district's estimated numbers for the need of teachers employed on some type of emergency permit have been set on the high end to allow for unforeseen vacancies.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the Declaration of Need for Fully Qualified Educators for the 2014-15 school year as presented. Adoption of this declaration is a prerequisite to the issuance of any emergency permit in the specific areas of anticipated need for fully qualified educators.

8. PERSONNEL ADMINISTRATION

8.4 Presentation of Initial Sunshine Contract Proposal for 2014-15 from the Board of Education to the Desert Area Teachers Association

BACKGROUND INFORMATION: In anticipation of ratification of contract language proposals for the 2013-2015 collective bargaining agreement, the Board of Education would like to submit their sunshine proposal to the Desert Area Teachers Association for the 2014-15 school year.

CURRENT CONSIDERATIONS: The Board of Education will submit its initial sunshine contract proposal for 2014-15 to the Desert Area Teachers Association (DATA) at the meeting.

FINANCIAL IMPLICATIONS: Unknown

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board present the initial sunshine contract proposal for 2014-15 to the Desert Area Teachers Association and set the next regular meeting date as the date for the public hearing on the proposal.

DISTRICT PROPOSAL TO DATA

INITIAL PROPOSAL OF SIERRA SANDS UNIFIED SCHOOL DISTRICT

TO

DESERT AREA TEACHERS ASSOCIATION

Pursuant to Government Code section 3547, the Sierra Sands Unified School District (hereafter "District") hereby submits its initial proposal to the Desert Area Teachers Association (hereafter "DATA" or "Association") for 2014-15 upon anticipation of ratification of the 2013-14 agreement.

The district has an interest in discussing the following Articles:

ARTICLE III SALARIES
The District has an interest in bargaining the fiscal impact of the Governor's new budget formula LCFF (Local Control Funding Formula) as it pertains to district funding.

ARTICLE IV DIFFERENTIATED PAY
The District has an interest in bargaining the differentiated instructional salary schedule.

ARTICLE V HEALTH AND WELFARE
The District has an interest in bargaining the impact of the rising costs related to the Health and Welfare programs offered by our insurance provider.

In addition the District will reopen two Articles to be determined after the successful ratification of an agreement.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following donations have been received: On behalf of New Directions Technologies, Inc, Mr. Cedric Knight made a cash donation of $250.00 to assist with travel expenses of the Murray Middle School Gateway to Technology team as they attend the USA Science & Engineering Festival in Washington, D.C. Mr. Ralph Legler donated a Reynolds Clarinet with an estimated value of $300.00 to the Burroughs High School Music Department.

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

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

9. GENERAL ADMINISTRATION

9.2 Approval of Revisions to the 2014-15 Academic Calendar

BACKGROUND INFORMATION: The district calendar committee meets annually to develop recommendations to submit to staff for consideration and subsequently submit to the board for approval. Calendar committee members represent DATA, CSEA, DAGA, management, and parents, as well as elementary, middle, and high school grade spans. Academic calendars provide the following information to staff, students, parents, and community members: the number of instructional days, holidays, minimum days, and non school days.

CURRENT CONSIDERATIONS: The approved Academic Calendar for the 2014-15 school year will need a revision. This proposed change is requested by the teachers to have a week after the first and second trimester to have more time for grading purposes.

The current minimum days for the 2014-2015 academic year are as follows:

ELEMENTARY SCHOOL – Adopted Schedule

November 10	Parent Conferences
November 12	Parent Conferences
November 13	Parent Conferences
November 14	Parent Conferences
November 17	Parent Conferences
December 19	Day Before Winter Recess, End First Semester
March 4	Parent Conferences
March 5	Parent Conferences
March 6	Parent Conferences
May 21	DATA Collective Bargaining Agreement
May 22	DATA Collective Bargaining Agreement
May 26	DATA Collective Bargaining Agreement
May 27	DATA Collective Bargaining Agreement
May 28	DATA Collective Bargaining Agreement

The following are the recommended changes:

November 17	Parent Conferences
November 18	Parent Conferences
November 19	Parent Conferences
November 20	Parent Conferences

November 21	Parent Conferences
March 11	Parent Conferences
March 12	Parent Conferences
March 13	Parent Conferences

It is noted the new revision for the 2014-15 Calendar does not have any effect on instructional minutes or scheduled instructional days.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revised 2014-15 academic calendar as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Academic Calendar for 2014-15

July 2014		1	2	3	4	July 4 - Independence Day
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

August 2014					1	
	4	5	6	7	8	August 8 - Optional Teacher Work Day
	11	12	13	14	15	August 11 - First Teacher Work Day
	18	19	20	21	22	August 12 - 1st Day of Instruction
	25	26	27	28	29	

September 2014	1	2	3	4	5	September 1 - Labor Day
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

October 2014			1	2	3	
	6	7	8	9	10	October 10 - End of 1st Quarter
	13	14	15	16	17	October 13 - Columbus Day
	20	21	22	23	24	
	27	28	29	30	31	

November 2014						November 7 - End of 1st Trimester
	3	4	5	6	7	November 11 - Veteran's Day
	10	11	12	13	14	November 24-26 - Non School Days
	17	18	19	20	21	November 27-28- Thanksgiving
	24	25	26	27	28	

December 2014	1	2	3	4	5	
	8	9	10	11	12	December 19 - End of 1st Semester
	15	16	17	18	19	December 22 - January 2-Winter Recess
	22	23	24	25	26	December 24, 25 - Classified Holidays
	29	30	31			

January 2015					1	January 1 - New Year's Day
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	January 19 - Martin Luther King Jr Birthday
	26	27	28	29	30	

February 2015	2	3	4	5	6	February 13 - Lincoln's Birthday
	9	10	11	12	13	February 16 - Washington's Birthday
	16	17	18	19	20	February 27 - End of 2nd Trimester
	23	24	25	26	27	

March 2015	2	3	4	5	6	
	9	10	11	12	13	March 13 - End of 3rd Quarter
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

April 2015			1	2	3	April 3 - In Lieu of Admission Day
	6	7	8	9	10	April 6 - 10 - Spring Recess
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

May 2015					1	May 25 - Memorial Day
	4	5	6	7	8	May 28 - Last Day of Instruction
	11	12	13	14	15	May 29 - Optional Teacher Work Day
	18	19	20	21	22	
	25	26	27	28	29	

June 2015	1	2	3	4	5	June 1 - Classified Mandatory Work Day
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

First/Last Day of Instruction	PURPLE
Quarter End	ORANGE
Trimester End	BLUE
Non-school Days	GREEN
Legal Holiday	RED
Winter/Spring Recess	

MINIMUM DAY SCHEDULE

Elementary School	Middle School	High School
November 17, 18, 19, 20, 21	October 22	August 20
December 19	December 17, 18, 19	October 22
March 11,12,13	January 21	December 17, 18, 19
May 21, 22, 26, 27, 28	March 18	January 21
	May 27, 28	March 18
		May 26, 27, 28

9. GENERAL ADMINISTRATION

9.3 Approval of the Academic Calendar for the 2015-16 School Year

BACKGROUND INFORMATION: The district calendar committee meets annually to develop recommendations to staff and submit an academic calendar for board approval. Committee members represent DATA, CSEA, DAGA, management, and parents, as well as elementary, middle, and high school grade spans. Academic calendars provide the following information to staff, students, parents, and community members: the number of instructional days, holidays, minimum days, and in-service days.

CURRENT CONSIDERATIONS: The Academic Calendar for the 2015-16 school year is a reflection of the past academic calendars. Once again, the calendar year and certificated work days are scheduled to end in May. Classified staff members will continue to work the first work day in June for their CalPERS full year service credit. The 2015-16 Academic Calendar has school beginning on August 12, 2015 and ending on May 26, 2016.

Minimum days are scheduled for parent conferences, collaboration days, final exams, and recognition of certain holidays. Instructional minute requirements are being met at each school site.

The minimum days for the 2015-16 academic year are:

ELEMENTARY SCHOOL

November 16	Parent Conferences
November 17	Parent Conferences
November 18	Parent Conferences
November 19	Parent Conferences
November 20	Parent Conferences
December 18	Day Before Winter Recess, End First Semester
March 9	Parent Conferences
March 10	Parent Conferences
March 11	Parent Conferences
May 20	DATA Collective Bargaining Agreement
May 23	DATA Collective Bargaining Agreement
May 24	DATA Collective Bargaining Agreement
May 25	DATA Collective Bargaining Agreement
May 26	DATA Collective Bargaining Agreement

MIDDLE SCHOOL

October 21	Collaboration
December 16	Collaboration
December 17	Final Examinations
December 18	Final Examinations
January 13	Collaboration
March 30	Collaboration
May 25	Final Examinations
May 26	Final Examinations

HIGH SCHOOL

September 16	Collaboration
October 21	Collaboration
December 16	Final Examinations
December 17	Final Examinations
December 18	Final Examinations
January 13	Collaboration
March 30	Collaboration
May 24	Final Examinations
May 25	Final Examinations
May 26	Final Examinations

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Sierra Sands Unified School District Board of Education approve the 2015-16 Academic Calendar as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Academic Calendar for 2015-16

July 2015			1	2	3	July 4 - Independence Day
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

August 2015	3	4	5	6	7	
	10	11	12	13	14	August 10 - Optional Teacher Work Day
	17	18	19	20	21	August 11- First Teacher Work Day
	24	25	26	27	28	August 12 - 1st Day of Instruction
	31					

September 2015		1	2	3	4	September 7 - Labor Day
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

October 2015				1	2	
	5	6	7	8	9	October 9 - End of 1st Quarter
	12	13	14	15	16	October 12 - Columbus Day
	19	20	21	22	23	
	26	27	28	29	30	

November 2015	2	3	4	5	6	November 6 - End of 1st Trimester
	9	10	11	12	13	November 11 - Veteran's Day
	16	17	18	19	20	November 23 -25- Non School Days
	23	24	25	26	27	November 26-27- Thanksgiving
	30					

December 2015		1	2	3	4	
	7	8	9	10	11	December 18 - End of 1st Semester
	14	15	16	17	18	December 21 - January 1 -Winter Recess
	21	22	23	24	25	December 24, 25 - Classified Holidays
	28	29	30	31		

January 2016					1	January 1 - New Year's Day
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	January 18 - Martin Luther King Jr Birthday
	25	26	27	28	29	

February 2016	1	2	3	4	5	
	8	9	10	11	12	February 12 - Lincoln's Birthday
	15	16	17	18	19	February 15 - Washington's Birthday
	22	23	24	25	26	February 26 - End of 2nd Trimester
	29					

March 2016		1	2	3	4	
	7	8	9	10	11	March 11 - End of 3rd Quarter
	14	15	16	17	18	March 14 -18 - Spring Recess
	21	22	23	24	25	March 25 - In Lieu of Admission Day
	28	29	30	31		

April 2016					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

May 2016	2	3	4	5	6	
	9	10	11	12	13	May 26 - Last Day of Instruction
	16	17	18	19	20	May 27- Optional Teacher Work Day
	23	24	25	26	27	May 30 - Memorial Day
	30	31				

June 2016			1	2	3	June 1 - Classified Mandatory Work Day
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

First/Last Day of Instruction	PURPLE
Quarter End	ORANGE
Trimester End	BLUE
Non-school Days	GREEN
Legal Holiday	RED
Winter/Spring Recess	
Inservice Days	TURQUOISE

MINIMUM DAY SCHEDULE

Elementary School	Middle School	High School
November 16,17,18,19,20	October 21	September 16
December 18	December 16, 17, 18	October 21
March 9,10,11	January 13	December 16, 17, 18
May 20, 23, 24, 25, 26	March 30	January 13
	May 25, 26	March 30
		May 24, 25, 26

9. GENERAL ADMINISTRATION

9.4 Authorization for Board Member Travel, Section 8002 Impact Aid Summer Meeting, June 26-29, 2014

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2013-14 travel budget for the board was approved for $18,700.

CURRENT CONSIDERATIONS: Ms. Amy Castillo-Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Milwaukee, WI on June 26 – June 29, 2014 to attend the Section 8002 Impact Aid Summer Meeting 2014. The following are the estimated costs associated with this meeting.

Meeting Registration	$ 150.00
Airfare	$ 650.00
Hotel (3 nights at $169.00 plus tax)	$ 583.56
Meals (3 days at $50 per day)	$ 150.00
Miscellaneous	$ 50.00
Total Expense	$1,583.56

FINANCIAL IMPLICATIONS: The travel budget for the board for 2013-14 is $18,700.00. To date, $9,745.76 has been approved.

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.

10. CONSTRUCTION ADMINISTRATION

10.1 Notice of Completion of Contract - Las Flores Six Relocatable Classroom Buildings, One Relocatable Restroom Facility, and Related Site Work, DSA #03-112377

BACKGROUND INFORMATION: At the November 18, 2010, meeting of the Board of Education, the board approved a contract with Barnhart-Balfour Beatty to install six relocatable classrooms, one relocatable restroom facility, and related site work at Las Flores Elementary School.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 603, which declares the contract complete. The inspector of record, Mr. Leo Scarpace, and the district architect, Westberg + White concur that the installation of the six relocatable classrooms, one relocatable restroom facility, and related site work is complete and meets all City of Ridgecrest and Kern County building codes, as well as the standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action; however, as completed, this project was provided at a total cost of $2,225,195.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the installation of six relocatable classrooms, one relocatable restroom, and the required site work.

RECORDING REQUESTED BY;

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 W. FELSPAR AVE.
RIDGECREST CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is: **113 Felspar Ave. , Ridgecrest, CA 93555**
4. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD board of Education on **_____May 15, 2014_____**.

   The work done was:

   Acquisition and installation of 6 relocatable classrooms and one relocatable toilet building with related site work at Las Flores Elementary School DSA Application # **03-112377**

   The name of the original contractor, if any, on such work of improvement was:

   Balfour Beatty, Inc.
5. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California** and is described as follows:

   Las Flores Elementary School
6. The street address of said property is

   720 W. Las Flores Street, Ridgecrest, CA 93555

   Signed_____ Joanna Rummer

   Superintendent

   Sierra Sands Unified School District

VERIFICATION OF OWNERS

STATE OF CALIFORNIA

County of Kern

I, the undersigned say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Ridgecrest, CA.

_____

Joanna Rummer- Superintendent

DSA

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STATEMENT OF FINAL ACTUAL PROJECT COST

To be filed by the owner upon completion of construction, Title 24, Part 1, Section 4-339 as required by the California Code of Regulations, Title 24, Part 1, Section 4-339.

School District/Owner: Sierra Sands unified School District	DSA File #: 15 - 42
Project Name/School: Relo Classroom Buildings Las Flores ES	DSA App. #: 03 - 112377
Scope of Work: Construction of 6 Classroom Buildings (Relo) PC-04-104801, 1- Toilet Bldg (Relo) PC-04-104800 and realted site work.	

Was any scope or any element from the original approved construction documents not constructed? ☐ Yes ☐ No
Did the construction documents include any alternate designs that were not constructed? ☐ Yes ☒ No

FOR LINES 1, 2, 3, 4 AND 6 ..... ENTER COST AMOUNTS AS A POSITIVE NUMBER OR ZERO.
FOR LINE 5 ..... ENTER COST AMOUNT AS A NEGATIVE NUMBER OR ZERO.

If spaces below are left blank, this form will be considered incomplete.

1.	Total original construction contract amount (exclude allowances/contingencies)	$ 1,048,683.00
2.	Total **increases** to contract amount (change orders & used allowances/contingencies)	$ 1,176,512.00
3.	Total construction management amount	$ 0.00
4.	Project cost for DSA fee reconciliation *(Sum of lines 1, 2, and 3)*	$ **2,225,195.00**
5.	Total **decreases** to contract amount (deductive change orders)	- $ 0.00
6.	Final actual project cost *(Sum of lines 4 and 5)*	$ 2,225,195.00

DISTRICT/OWNER CERTIFICATION:

The person signing this form must be one of the following or hold a district equivalent position:
School District Superintendent; Community College Chancellor; School/Community College District Chief Business Officer or Chief Financial Officer.

I certify, under penalty of perjury, under the laws of the State of California, that the information reported on this form is true and correct.

I certify that the documentation supporting the information reported on this form is available at the district's office for review upon request by the Division of the State Architect (DSA).

Signature of Owner:
(see note above) _____ Date: _____

Print Name: _____ Title: _____

Email: _____ Phone #: 760-499-1604

Mailing Address: 113 W. Felspar

City: Ridgecrest State: CA ZIP: 93555

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

☐ DSA OAKLAND 1515 Clay Street, Suite 1201 Oakland, CA 94612	☐ DSA SACRAMENTO 1102 Q Street, Suite 5200 Sacramento, CA 95811	☐ DSA LOS ANGELES 700 N. Alameda Street, Suite 5-500 Los Angeles, CA 90012	☐ DSA SAN DIEGO 10920 Via Frontera Rd., Suite. 300 San Diego, CA 92127

10. CONSTRUCTION ADMINISTRATION

10.2 Notice of Completion of Contract - Las Flores Two Relocatable Kindergarten Classroom Buildings, Related Site Work, and New Parking Lot, DSA #03-114587

BACKGROUND INFORMATION: On April 19, 2012, the board authorized Amendment #3 to the Balfour Beatty Contract Industries for the installation of two new relocatable classrooms, related site work, and new parking lot for Las Flores Elementary School.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 603, which declares the contract complete. The inspector of record, Mr. David Payte, and the district architect, Westberg + White concur that the installation of the two relocatable kindergarten classrooms, related site work, and new parking lot are complete and meet all City of Ridgecrest and Kern County building codes, as well as the standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action; however, as completed, this project was provided at a total cost of $751,891.00

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the installation of two relocatable kindergarten classrooms, required site work, and new parking lot.

RECORDING REQUESTED BY;

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 W. FELSPAR AVE.
RIDGECREST CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is: **113 Felspar Ave. , Ridgecrest, CA 93555**
4. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD board of Education on **_____May 15, 2014_____**.

   The work done was:

   Installation of two new relocatable kindergarten classrooms, related site work and new parking lot for Las Flores Elementary School, DSA #03-114587

   The name of the original contractor, if any, on such work of improvement was:

   Balfour Beatty, Inc.
5. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California** and is described as follows:

   Las Flores Elementary School
6. The street address of said property is

   720 W. Las Flores Street, Ridgecrest, CA 93555

   Signed_____ Joanna Rummer

   Superintendent

   Sierra Sands Unified School District

VERIFICATION OF OWNERS

STATE OF CALIFORNIA

County of Kern

I, the undersigned say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Ridgecrest, CA.

_____

Joanna Rummer- Superintendent

DSA 168

STATEMENT OF FINAL ACTUAL PROJECT COST

To be filed by the owner upon completion of construction, Title 24, Part 1, Section 4-339 as required by the California Code of Regulations, Title 24, Part 1, Section 4-339.

School District/Owner: Sierra Sands Unified School District	DSA File #: 15 - 42
Project Name/School: Kindergarten Relo Classrm Las Flores ES	DSA App. #: 03 - 114587
Scope of Work: Construction of two new kindergarten relocatable classrooms based on PC 04-112072. Related site work, and new parking lot.	

Was any scope or any element from the original approved construction documents not constructed? ☐ Yes ☐ No

Did the construction documents include any alternate designs that were not constructed? ☐ Yes ☒ No

FOR LINES 1, 2, 3, 4 AND 6 ..... ENTER COST AMOUNTS AS A POSITIVE NUMBER OR ZERO.
FOR LINE 5 ..... ENTER COST AMOUNT AS A NEGATIVE NUMBER OR ZERO.

If spaces below are left blank, this form will be considered incomplete.

1.	Total original construction contract amount (exclude allowances/contingencies)		$ 235,871.00
2.	Total **increases** to contract amount (change orders & used allowances/contingencies)		$ 516,020.00
3.	Total construction management amount		$ 0.00
4.	Project cost for DSA fee reconciliation	*(Sum of lines 1, 2, and 3)*	$ **751,891.00**
5.	Total **decreases** to contract amount (deductive change orders)		- $ 0.00
6.	Final actual project cost	*(Sum of lines 4 and 5)*	$ 751,891.00

DISTRICT/OWNER CERTIFICATION:

The person signing this form must be one of the following or hold a district equivalent position:
School District Superintendent; Community College Chancellor; School/Community College District Chief Business Officer or Chief Financial Officer.

I certify, under penalty of perjury, under the laws of the State of California, that the information reported on this form is true and correct.

I certify that the documentation supporting the information reported on this form is available at the district's office for review upon request by the Division of the State Architect (DSA).

Signature of Owner:
(see note above) _____ Date: _____

Print Name: _____ Title: _____

Email: _____ Phone #: 760-499-1604

Mailing Address: 113 W. Felspar

City: Ridgecrest State: CA ZIP: 93555

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

☐ DSA OAKLAND 1515 Clay Street, Suite 1201 Oakland, CA 94612	☐ DSA SACRAMENTO 1102 Q Street, Suite 5200 Sacramento, CA 95811	☒ DSA LOS ANGELES 700 N. Alameda Street, Suite 5-500 Los Angeles, CA 90012	☐ DSA SAN DIEGO 10920 Via Frontera Rd., Suite. 300 San Diego, CA 92127

10. CONSTRUCTION ADMINISTRATION

10.3 Notice of Completion of Contract - Las Flores Alterations to 1-Multi-Purpose Building, Classroom Buildings B & C, Office Building and Fire Alarm Upgrade, DSA # 03-114211

BACKGROUND INFORMATION: On November 18, 2010, the district entered into a contract with Balfour Beatty for modernization services at the Las Flores site with a subsequent Amendment #2 on April 19, 2012 for the installation of a campus-wide fire alarm system upgrade, and electrical wire remediation.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 603, which declares the contract complete. The inspector of record, Mr. David Payte, and the district architect, Westberg + White concur that the alterations to the multi-purpose building (Bldg. A), classroom buildings (Bldgs. B&C), office building (Bldg. D), fire alarm upgrades and electrical wire remediation are complete and meet all City of Ridgecrest and Kern County building codes, as well as the standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action; however, as completed, this project was provided at a total cost of $274,441.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the above referenced work.

RECORDING REQUESTED BY;
SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED MAIL TO:

SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 W. FELSPAR AVE.
RIDGECREST CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is: **113 Felspar Ave. , Ridgecrest, CA 93555**
4. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD board of Education on **_____May 15, 2014_____**.

   The work done was:

   Alterations to 1-Multi-Purpose Bldg (Bldg A), Classroom Bldgs (Bldgs B&C), Office Bldg (Bldg D), new Fire Alarm System upgrade, and Electrical Wire Remediation at Las Flores Elementary School, DSA #03-114211

   The name of the original contractor, if any, on such work of improvement was:

   Balfour Beatty, Inc.
5. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California** and is described as follows:

   Las Flores Elementary School
6. The street address of said property is

   720 W. Las Flores Street, Ridgecrest, CA 93555

   Signed_____ Joanna Rummer

   Superintendent

   Sierra Sands Unified School District

VERIFICATION OF OWNERS

STATE OF CALIFORNIA

County of Kern

I, the undersigned say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Ridgecrest, CA.

_____

Joanna Rummer- Superintendent

DSA 168

STATEMENT OF FINAL ACTUAL PROJECT COST

To be filed by the owner upon completion of construction, Title 24, Part 1, Section 4-339 as required by the California Code of Regulations, Title 24, Part 1, Section 4-339.

School District/Owner: Sierra Sands Unified School District	DSA File #: 15 - 42
Project Name/School: Las Flores Elementary School	DSA App. #: 03 - 114211
Scope of Work: Alterations to 1-Multi-Purpose (BldgA), Classroom Buildings (bldg B&C), Office Bldg (Bldg D)- Fire Alarm System Upgrade and Electrical Wire Remediation.	
Was any scope or any element from the original approved construction documents not constructed? ☐ Yes ☒ No Did the construction documents include any alternate designs that were not constructed? ☐ Yes ☐ No	

FOR LINES 1, 2, 3, 4 AND 6 ..... ENTER COST AMOUNTS AS A POSITIVE NUMBER OR ZERO.
FOR LINE 5 ..... ENTER COST AMOUNT AS A NEGATIVE NUMBER OR ZERO.

If spaces below are left blank, this form will be considered incomplete.

1.	Total original construction contract amount (exclude allowances/contingencies)		$ 136,840.00
2.	Total **increases** to contract amount (change orders & used allowances/contingencies)		$ 137,601.00
3.	Total construction management amount		$ 0.00
4.	Project cost for DSA fee reconciliation	*(Sum of lines 1, 2, and 3)*	$ **274,441.00**
5.	Total **decreases** to contract amount (deductive change orders)		- $ 0.00
6.	Final actual project cost	*(Sum of lines 4 and 5)*	$ 274,441.00

DISTRICT/OWNER CERTIFICATION:

The person signing this form must be one of the following or hold a district equivalent position: School District Superintendent; Community College Chancellor; School/Community College District Chief Business Officer or Chief Financial Officer.

I certify, under penalty of perjury, under the laws of the State of California, that the information reported on this form is true and correct.

I certify that the documentation supporting the information reported on this form is available at the district's office for review upon request by the Division of the State Architect (DSA).

Signature of Owner:
(see note above) _____ Date: _____

Print Name: _____ Title: _____

Email: _____ Phone #: 760-499-1604

Mailing Address: 113 W. Felspar

City: Ridgecrest State: CA ZIP: 93555

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

☐ DSA OAKLAND 1515 Clay Street, Suite 1201 Oakland, CA 94612	☐ DSA SACRAMENTO 1102 Q Street, Suite 5200 Sacramento, CA 95811	☒ DSA LOS ANGELES 700 N. Alameda Street, Suite 5-500 Los Angeles, CA 90012	☐ DSA SAN DIEGO 10920 Via Frontera Rd., Suite. 300 San Diego, CA 92127

10. CONSTRUCTION ADMINISTRATION

10.4 Adoption of Resolution #25 1314, Funding Requested through the State School Facility Program

BACKGROUND INFORMATION: In accordance with Education Code Section 17070.75 (e) the district has established a facilities inspection system to ensure that each of its schools is maintained in good repair. The district will be requesting Facility Hardship Funding for a School Facility Project pursuant to Chapter 12.5, Part 10, Division 1 commencing with Section 17070.10. known as the School Facilities Program administered by the State Allocation Board. The district is required to file a resolution or other documentation supporting the filing of its applications. Additionally, board resolution is required when an application for funding is submitted when there is insufficient bond authority to apportion the requested funding.

CURRENT CONSIDERATIONS: Through its facilities inspection program the district has become aware of conditions which require remediation at Burroughs High School, Monroe Middle School and Vieweg Elementary School, the district wishes to take steps to rectify those conditions. As part of this effort the district will submit an application for state matching funds. Recent guidance from the State Allocation Board requires language specific to the current funding situation. Because bond funds for school projects have been exhausted and it is uncertain whether any funds will eventuate and because the state is contemplating making changes undetermined at this time, specific language speaking to the uncertainty of the funding situation is required. Also required is acknowledgement of the fact that there is no implied, promise or obligation on the part of the state to provide funding for school projects.

Resolution #25 1314 is provided for review and approval so that it can accompany the district's funding request.

FINANCIAL IMPLICATIONS: To be determined. Further evaluation as well as discussion with the Office of Public School Construction is required before an accurate estimate can be obtained. Both the bonding and regulatory situation is uncertain which makes the reception of any funding for this project not confirmed.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #25 1314, Funding Requested through the State School Facility Program as provided.

BEFORE THE GOVERNING BOARD
OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
KERN COUNTY, CALIFORNIA

The Matter of
Filing Applications

RESOLUTION #25 1314

WHEREAS, the Board of Trustees will be requesting funding of a School Facility Program project pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the District is required to certify that it has a resolution or other documentation supporting the filing of its applications;

WHEREAS, the District plans to file one or more applications to modernize, replace and/or add facilities at the following school sites as part of the Department of Defense school facilities improvement plan:

- Facility hardship project at Burroughs High School
- Facility hardship project at Monroe Middle School
- Facility hardship project at Vieweg School

WHEREAS, the District has established, in accordance with Education Code Section 17070.75(e) a facilities inspection system to ensure that each of its schools is maintained in good repair;

WHEREAS, the District acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;

WHEREAS, the District acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future funding;

WHEREAS, the District acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;

WHEREAS, the District acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's application may be returned;

WHEREAS, the District acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, the Board of Trustees authorizes the District Representative to execute documents as necessary to carry out the provision of this resolution.

The Board of Trustees adopted this Resolution on May 15, 2014 by the following vote:

AYES:
NOES:
ABSTENTIONS:

Clerk of the Governing Board
Sierra Sands Unified School District

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrant

CURRENT CONSIDERATIONS: "A" and "B" warrants released in April, 2014 are submitted for approval. "A" warrants totaled $2,364,298.35. "B" warrants totaled $1,036,122.21.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT'S RECOMMENDATION: Approve "A" and "B" warrants for April, 2014 as presented.

This list represents the "A" and "B" warrants released during the month of **April 2014**
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

Type of Payroll	Amount
End of month certificated	$1,689,650.92
End of month classified	$517,958.10
10th of month certificated	$83,017.56
10th of month classified	$73,671.77
Total "A" Warrants	$2,364,298.35

"B" WARRANTS

Register Number	**Amount**
178	$9,511.43
179	March
180	$74,533.43
181	$45,783.80
182	$32,576.25
183	$58,030.86
184	Food Service
185	$14,710.65
186	$3,085.50
187	$50,577.86
188	Food Service
189	$15,616.34
190	$52,667.68
191	$1,979.45
192	Food Service
193	$45,978.46
194	May
195	$101,253.34
196	Food Service
197	May
198	$529,817.16
Total "B" Warrants	$1,036,122.21

12. CONSENT CALENDAR

12.2 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern and Pierce Elementary Schools for the 2014-2015 School Year

BACKGROUND INFORMATION: The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade.

The ASES program must be aligned with the content but not be a repeat of the regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of an educational and literacy element that provides tutoring and/or homework assistance designed to help students meet state standards. In addition, an educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program.

All staff members who directly supervise pupils must meet the minimum qualifications equivalent to an instructional aide in the school district. The program must maintain a pupil-to-staff member ratio of no more than 20 to 1. A nutritious snack is provided daily to students participating in the program. ASES grantees are required to operate programs a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year.

CURRENT CONSIDERATIONS: ASES programs began at Faller, Inyokern and Pierce Elementary Schools on March 19, 2007. The 2014-2015 programs will provide services for up to 84 students at Faller, 64 students at Inyokern, and 72 at Pierce.

Per program requirements, SSUSD must serve as the fiscal agent for the program, and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This Agreement will cover necessary expenses from July 1, 2014 through June 30, 2015. The advance fee continues to be $24,000 as it was during the last two years. Advance fees are paid back to the district by deducting one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

FINANCIAL IMPLICATIONS: The After School Education and Safety Program is a Tier 1 Program and funding is anticipated from by the State of California in the amount of $332,592.75 for the 2014-15 school year. This amount represents a voluntary reduction of $2,276.25 in the 2014-15 allocation due to Inyokern not meeting minimum ADA requirements in the 2013-14 school year. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the after school programs only.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of after school programs at Faller, Inyokern, and Pierce School sites for the 2014-2015 school year as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S
AFTER SCHOOL EDUCATION & SAFETY (ASES) PROGRAMS

This Agreement, effective July 1, 2014, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards, Inc, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to establish a program by which after school services are provided to eligible children and families pursuant to the After School Safety & Education Act, amended California Education Code Section 8482-8484.6., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

B. The PROVIDER is a non-profit entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;

C. The after school education and safety services (ASES) which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the creation and operation of the After School programs located at Faller Elementary School, Inyokern Elementary School, and Pierce Elementary School,

D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements (http://www.cde.ca.gov/ls/ba/as/ and Exhibit A);

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding (http://www.cde.ca.gov/ls/ba/as/ and Exhibit A);

Accordingly, based upon these Recitals and the promises exchanged by the DISTRICT and the PROVIDER, as set out below, it is agreed as follows:

TERMS

1. The parties agree that in performing the services specified in this Agreement, the PROVIDER shall act as an independent contractor and shall have control of all work and the manner in which it is performed. PROVIDER shall be free to contract for similar services to be performed for other parties while under contract with the DISTRICT. PROVIDER will not accept such

engagements which interfere with performance under this Agreement. PROVIDER's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the DISTRICT may provide for its employees. At no time shall the Provider be, or represent itself to be, an officer, agent, or employee of the DISTRICT or State of California.

Nothing contained in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. PROVIDER shall provide all services under this Agreement 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 Agreement 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 the DISTRICT and any individual assigned by the PROVIDER to perform any supplemental educational services.

PROVIDER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which PROVIDER's employees or subcontractors may be entitled to receive in connection with performing services. PROVIDER 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. PROVIDER agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to make such payment, including self-employment taxes.

If the DISTRICT is held to be a partner, joint venturer, co-principal, employer, or co-employer of the PROVIDER, the PROVIDER shall hold harmless and indemnify the 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 the DISTRICT as a result of that holding.

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT’s statutory and regulatory requirements, including but not limited to California Education Code Sections 8482-8484.6. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER also agrees to administer the PROGRAM in strict accordance with the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, After School Education and Safety Department. Finally, the PROVIDER will comply with the policies of the

DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. The PROVIDER will support the applicant activities in Exhibit A.

All after school activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education. In providing the agreed to after school activities, the PROVIDER agrees to not exceed its authorized budget. EXHIBIT B

3. PROVIDER agrees to allow the DISTRICT unfettered access to the PROGRAM so that the DISTRICT may monitor and evaluate the PROVIDER's performance. PROVIDER understands that the DISTRICT may make recommendations so that the PROVIDER's performance meets the requirements of the ACT and also complies with the best practices. The PROVIDER agrees to receive scheduled or unscheduled visits by a representative of the DISTRICT and/or the California Department of Education. The PROVIDER agrees to allow parents unlimited access to their children while they are in the care of the PROVIDER. The PROVIDER agrees to submit to the DISTRICT such reports as may be required by the directives of the California State Department of Education, or by the DISTRICT. The PROVIDER also agrees to prepare and retain, and permit the DISTRICT to inspect as it deems necessary, all PROVIDER's agency records, including children's files, to assure PROVIDER's compliance all in accordance with the program requirements.

   Reports are to be submitted according to but not limited to the following list:
   A. Annual projected budget – due by May 15 for approval.
   B. Annual projected calendar stating after school days of operation – Due May 15 for approval.
   C. Financial reports – Private provider's invoice reports bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
   D. All line item budget revisions – due as requested, must be approved prior to change.
   E. Attendance reports - due by the 10th of each month for entry into ASSIST
   F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
   G. Final financial report – due July 10.
   H. Evaluation Annual Report– assist DISTRICT with completion by September 15 annually.
   I. Copy of Independent audit – due December 31 annually.

4. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

5. The PROVIDER warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the DISTRICT shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fees, or to seek such other remedies as may be legally available.

6. Subject to receipt of funds from the CDE After School Education and Safety Office, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures subject to the budget outlined in Exhibit B. The PROVIDER shall maintain such records and accounts including property, personnel, student attendance (including signatures and computerized records), and financial records as are deemed necessary by DISTRICT and the CDE After School Education and Safety Office, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE After School Education and Safety Office.

7. By giving a 30-day written notice specifying the effective date, the DISTRICT may terminate this contract in whole or in part for cause, which shall include: (1) failure of the PROVIDER, for any reason, to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and the CDE After School Education and Safety Office directives as may become generally applicable at any time; (2) submission by the PROVIDER to the DISTRICT of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by the CDE After School Education and Safety Office of funding to the DISTRICT under which this contract is made, or the portion thereof granted by this contract. The DISTRICT may also assign and transfer this contract when required by the CDE After School Education and Safety Office direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the CDE After School Education and Safety Office to the grant to the DISTRICT, the PROVIDER shall terminate the contract by giving 30 days written notice to the DISTRICT, signifying the effective date thereof.

   Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the CDE After School Education and Safety Office directives, and the PROVIDER shall be entitled to

compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

This Agreement may be terminated without cause by either the DISTRICT or PROVIDER prior to its normal expiration date. The party desiring early termination must provide written notice to the non-terminating party. Early termination may be effective no sooner than 30 calendar days after actual receipt of the written notice.

8. PROVIDER shall require each applicant for employment, and any subcontractor or volunteer, to submit fingerprints consistent with California Education Code Sections 33192 and 44237. PROVIDER 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 the PROVIDER's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ/FBI clearance is ascertained, and certifying in writing and providing such certification to the DISTRICT that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendre to a felony, unless that individual's employment is authorized under the California Education Code. In addition, the PROVIDER will not employ anyone who has been convicted of or entered a plea of nolo contendre 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, the PROVIDER shall make a request for subsequent arrest notification from DOJ/FBI as required by California Penal Code Section 11105.2.

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 30 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER 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 PROVIDER's employees and volunteers for tuberculosis. PROVIDER

shall provide to the DISTRICT documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by the PROVIDER before an individual comes in contact with a DISTRICT student.

PROVIDER shall comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of the subject services, including securing and maintaining in force such permits and licenses as are required by law in connection with furnishing services pursuant to this Agreement. PROVIDER warrants that its staff members and paraprofessionals shall also meet any requirements of the Act that may apply to them.

9. PROVIDER agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. All transactions into and out of the ASES bank account shall be clearly indicated through detailed ledger entries. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those indicated in item 13, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.

10. The PROVIDER's approved budget (Exhibit B) shall be expended according to budget object classification by the DISTRICT. All requests for transfer of funds in the provider-approved budget must be submitted on the proper forms and have prior written approval from the DISTRICT before any expenditure can be incurred which may be involved as a result of these requested transfers.

    In no case can equipment be purchased for $500.00 or more per item (including tax, shipping, etc.) without advance approval of the DISTRICT. Copies of equipment invoices are to be sent with expenditure claims. The DISTRICT shall maintain all equipment items over $500 in an inventory record system. All equipment items over $5,000 and any capital outlay expenditures need prior approval by the CDE After School Education and Safety Office. Three bids and justification are required for such approval. All property acquired pursuant to this contract is and remains the property of the DISTRICT and disposition thereof will be subject to the requirements of the CDE After School Education and Safety Office. The PROVIDER will not sell, abandon, donate, or otherwise convey such property except at the discretion of the DISTRICT.

    Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

11. The PROVIDER will close their accounting, attendance and nutrition (if applicable) records on the last day of each month for preparation of the required monthly statement to be submitted to the DISTRICT no later than the fifth and tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.

12. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, 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 arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

    PROVIDER shall have no obligation to defend, hold harmless, or indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, consultants, and/or other representatives for the DISTRICT's sole negligence or willful misconduct.

    This indemnity shall survive termination of this Agreement, and/or final payment hereunder, and is in addition to any other rights or remedies that the DISTRICT or the State of California may have under law and/or otherwise."

13. For the duration of this Agreement, the PROVIDER 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 Agreement by the PROVIDER, its agents, representatives, or employees.

    During the entire term of this Agreement, PROVIDER shall keep in effect policies of:

    A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);

    B. Automobile liability insurance, if a vehicle may be used in providing services;

C. Professional liability/errors and omissions coverage including sexual molestation and abuse; and

D. Workers' compensation insurance/employer's liability insurance if PROVIDER may use employees in providing services.

PROVIDER shall maintain limits of insurance no less than:

A. 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).

B. Automobile Liability: $1,000,000 combined single limit.

C. Professional liability/errors and omissions coverage, including sexual molestation and abuse: $1,000,000 per occurrence/$2,000,000 aggregate.

D. 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 the PROVIDER, the following terms apply:

A. Deductibles and self-insured retentions may not exceed $25,000.

B. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:

(i) DISTRICT and the State of California, their governing board or elected officials, as applicable, 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 the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER; or automobiles owned, leased, hired, or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT and the State of California.

(ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by the DISTRICT, its governing board, officers, administrators, agents,

employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.

(iii) 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 the DISTRICT and the State of California .

C. 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.

D. PROVIDER shall furnish the DISTRICT with 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 the DISTRICT before services are provided.

14. The term of this agreement shall be from July 1, 2014 to and including June 30, 2015.

15. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of $24,000 as an advance fee. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less $2,400/month (September through June). The PROVIDER will report all interest and parent fees earned if applicable.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2014-2015 contract award.

16. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological."

17. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.

18. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.

    PROVIDER 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 PROVIDER'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 investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

19. This agreement may only be amended by the mutual written consent of the parties hereto, except that the DISTRICT may unilaterally amend the contract to accomplish the below-listed changes:

    A. Increase in dollar amounts or rates.

    B. Administrative changes.

    C. Changes required by law or regulations.

20. This agreement is the complete and exclusive statement of the mutual understanding of the parties. This contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.

21. Nothing in this Agreement shall be construed to require the DISTRICT to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the ACT. This Agreement does not create a multiple fiscal year obligation. DISTRICT's financial obligation contained in this Agreement is subject to annual appropriation made pursuant to the ACT. DISTRICT has no

obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement."

22. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.

23. PROVIDER agrees to support the policies and procedures of the district including behavioral expectations and school rules.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DISTRICT:	PROVIDER:
_____	_____
BY:	BY:
	TAX ID Number_____
Joanna Rummer	
Superintendent	Date _____
Date_____	

EXHIBIT A

Program requirements and regulations may be found at:
http://www.cde.ca.gov/ls/ba/as/

Compliance Program Monitoring Instruments related to ASES are located at:
http://www.cde.ca.gov/ta/cr/documents/basp201112d.pdf

Please refer to these two locations for current regulations affecting this agreement

EXHIBIT B- ASES Budget 2014-2015

SITES	Faller	Inyokern	Pierce	TOTAL	Before School Prog.- Run by district	
Average minimum # of student ADA to serve each day	84	64	72	220		
14-15 Anticipated Award Amounts	$ 112,500.00	$ 85,473.75	$ 97,119.00	$ 295,092.75	$ 37,500	$ 332,592.75
Allowable Administrative Fee 15%				$ 44,264.00		
Contract minus Sub Agreement				$ 92,092.75		
Maximum Indirect Cost: 5% for 14-15				$ 4,385.37	Before School IDC	$ 1,786
Advertising (Part of Admin)				$ 500.00		
Remaining Admin Costs				$ 39,378.00		
SSUSD Admin Amt				$ 19,689.00		
HDLL Admin Amt				$ 19,689.00		
Direct Services to Students= 85%				$ 250,828.75		

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Direct Services to Students			
Budget Object	**Description**	**Resp. Party**	**Budget**
1000/3000	Teacher Salaries/ benefits	SSUSD	$ 10,000.00
4300/4400	Supplies/ Equipment	SSUSD	$ 228.75
5710	Direct Services (Printshop, ERC, etc)	SSUSD	$ 200.00
4300	Supplies	HDLL	$ 8,000.00
5100	Sub agreement-Salaries/benefits	HDLL	$ 203,000.00
5200	Travel	HDLL	$ 400.00
5800	1st $25,000 of sub agreement	HDLL	$ 25,000.00
5800	Student food services/SSUSD Fd svc	HDLL	$ 500.00
5800	Staff Services- training, fingerprinting	HDLL	$ 3,500.00
			$ 250,828.75

12. CONSENT CALENDAR

12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2014-15

BACKGROUND INFORMATION: Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool, located at Inyokern Elementary, in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool and serve students at Pierce Elementary. An additional application in 2008-2009 resulted in the creation of a state preschool at Faller Elementary.

Sierra Sands has contracted with High Desert Leapin' Lizards, Inc. since 2005-2006 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Pre-School Children. High Desert Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required.

FINANCIAL IMPLICATIONS: Funding for the state preschool is provided by the State of California through the CDE Child Development Services. Preschool is a protected Tier 1 program that has experienced cuts. This program was funded at $472,278 in 2011-12 and $440,120.00 for the 2013-14 school year. Sierra Sands has made the necessary adjustments during this time to maintain a solvent program.

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SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of a state preschool program at Faller, Inyokern, and Pierce school sites for the 2014-15 school year as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S
CHILD DEVELOPMENT PROGRAMS

This Agreement, effective July 1, 2014, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards Child Development Center, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to continue a program which delivers quality child care and developmental services to eligible children and families pursuant to the Child Care and Development Services Act, California Education Code Section 8200 et seq., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

B. The PROVIDER is a private entity authorized to establish, maintain, and operate services pursuant to the ACT and has provided such services to children and their families in the past under a contract with the DISTRICT;

C. The child care and developmental services which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the operation of the State pre-schools located at Faller Elementary School, Inyokern Elementary School and Pierce Elementary School;

D. The PROGRAM is funded from State fund sources pursuant to the ACT, and recipients of those funds are required to comply with the fiscal/program statutory and regulatory requirements;

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements;

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding;

Accordingly, based upon these Recitals and the promises exchanged by the DISTRICT and the PROVIDER, as set out below, it is agreed as follows:

TERMS

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

PROVIDER's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits the DISTRICT may provide for its employees. At no time shall the Provider be, or represent itself to be, an officer, agent, or employee of the DISTRICT or State of California.

Nothing contained in this Agreement will be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. PROVIDER shall provide all services under this Agreement 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 Agreement 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 the DISTRICT and any individual assigned by the PROVIDER to perform any supplemental educational services.

PROVIDER shall be solely responsible for paying all salaries, wages, benefits, and other compensation which PROVIDER's employees or subcontractors may be entitled to receive in connection with performing services. PROVIDER 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. PROVIDER agrees to hold harmless, indemnify, and defend DISTRICT from any liability resulting from its failure to make such payment, including self-employment taxes.

If the DISTRICT is held to be a partner, joint venturer, co-principal, employer, or co-employer of the PROVIDER, the PROVIDER shall hold harmless and indemnify the 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 the DISTRICT as a result of that holding.

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT’s statutory and regulatory requirements, including but not limited to California Education Code Sections 8200-8499.7, California Code of Regulations, Title 5, Sections 18000-18308, and 4600-4672, and the Child Care Facility Licensing requirements of California Code of Regulations, Title 22, Division 12. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER also agrees to administer the PROGRAM in strict accordance with the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction. PROVIDER hereby warrants that it is familiar with these requirements.

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, Child Development Division. Finally,

the PROVIDER will comply with the policies of the DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. PROVIDER will comply with the requirements set out in Exhibit A entitled "Funding Terms and Conditions and Program Requirements for Child Development Programs," which is, by this reference, expressly incorporated into and made a part of this Agreement. Funding Terms and Conditions may be located at http://www.cde.ca.gov/fg/aa/cd/index.asp

3. All child care and development activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education, Child Development Division, and Exhibit A. In providing the agreed to child care and development activities, the PROVIDER agrees to not exceed its authorized budget.

4. PROVIDER agrees to allow the DISTRICT unfettered access to the PROGRAM so that the DISTRICT may monitor and evaluate the PROVIDER's performance. PROVIDER understands that the DISTRICT may make recommendations so that the PROVIDER's performance meets the requirements of the ACT and also complies with the best practices. The PROVIDER agrees to receive scheduled or unscheduled visits by a representative of the DISTRICT and/or the California Department of Education. The PROVIDER agrees to allow parents unlimited access to their children while they are in the care of the PROVIDER. The PROVIDER agrees to submit to the DISTRICT such reports as may be required by the directives of the Child Development Division, California State Department of Education, or by the DISTRICT. The PROVIDER also agrees to prepare and retain, and permit the DISTRICT to inspect as it deems necessary, all PROVIDER's agency records, including children's files, to assure PROVIDER's compliance all in accordance with the requirements of Exhibit A entitled Funding Terms and Conditions and Program Requirements for Child Development Programs.

Reports are to be submitted according to but not limited to the following list:

A. Annual projected budget – due by May 15 for approval.
B. Annual projected calendar stating child days of operation – Due May 15 for approval.
C. Financial reports – Private provider's reports due bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
D. All line item budget revisions – due as requested, must be approved prior to change.
E. Attendance reports - due by the 10th of each month.
F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
G. Estimated final financial report – due July 5.

H. Final financial report for State – due July 31.
I. Agency Annual Report– due to CDE by June 1 annually.
J. Copy of Independent audit – due December 31 annually.

5. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

6. The PROVIDER warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the DISTRICT shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

7. Subject to receipt of funds from the Child Development Division, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures. The PROVIDER shall maintain such records and accounts including property, personnel, child attendance (including individual Sign In-Out Cards), and financial records as are deemed necessary by DISTRICT and the Child Development Division, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE Child Development Division.

8. By giving a 30-day written notice specifying the effective date, the DISTRICT may terminate this contract in whole or in part for cause, which shall include: (1) failure of the PROVIDER, for any reason, to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and the Child Development Division directives as may become generally applicable at any time; (2) submission by the PROVIDER to the DISTRICT of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by the Child Development Division of funding to the DISTRICT under which this contract is made, or the portion thereof granted by this contract. The DISTRICT may also assign and transfer this contract when required by the Child Development Division direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the Child Development Division to the grant to the DISTRICT, the PROVIDER shall terminate the contract by giving 30 days written notice to the DISTRICT, signifying the effective date thereof.

   Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports

purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the Child Development Division directives, and the PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

This Agreement may be terminated without cause by either party prior to its normal expiration date. The party desiring early termination must provide written notice to the non-terminating party. Early termination may be effective no sooner than 30 calendar days after actual receipt of the written notice.

9. PROVIDER shall require each applicant for employment and any subcontractor or volunteer to submit fingerprints consistent with California Education Code Sections 33192 and 44237. PROVIDER 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 the PROVIDER's employees, prohibiting its employees or volunteers from coming in contact with pupils until DOJ/ FBI clearance is ascertained, and certifying in writing and providing such certification to the DISTRICT that none of its employees or volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendre to a felony, unless that individual's employment is authorized under the California Education Code. In addition, the PROVIDER will not employ anyone who has been convicted of or entered a plea of nolo contendre 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, the PROVIDER shall make a request for subsequent arrest notification from DOJ/FBI as required by California Penal Code Section 11105.2.

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 45 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER 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 PROVIDER's employees and volunteers for tuberculosis. PROVIDER shall provide to the DISTRICT documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by the PROVIDER before an individual comes in contact with a DISTRICT student.

PROVIDER shall comply with all applicable federal, state, and local statutes, laws, rules, and regulations relating to the provision of the subject services, including securing and maintaining in force such permits and licenses as are required by law in connection with furnishing services pursuant to this Agreement. PROVIDER warrants that its staff members and paraprofessionals shall also meet any requirements of the Act that may apply to them.

10. Provider agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those specified in Item 18, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.

11. To ensure total parent involvement in the program, each PROVIDER must have a Parent Advisory Committee which functions in accordance with Funding Terms and Conditions as designated in Exhibit A.

12. Each PROVIDER's Parent Advisory Committee shall meet on a regular basis. It will be the responsibility of the PROVIDER to retain the following documentation for review by the DISTRICT.

    A. Sign-in sheets for all parent meetings.
    B. Minutes of all parent meetings.

13. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of $36,000. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less $3,600/month for 10 consecutive months. The PROVIDER will report all interest and parent fees earned if applicable.

14. Apportionments will be reduced if the PROVIDER's expenditures are projected to be less than the total contract amount or if the PROVIDER is serving fewer children than the minimum stated. PROVIDER must reimburse DISTRICT any funds received which were not expended and/or earned through enrollment by June 30 of each fiscal year.

15. The PROVIDER's approved budget (forwarded under separate cover) shall be expended according to budget object classification by the DISTRICT. All requests for transfer of funds in the provider-approved budget must be submitted on the proper forms and have prior written approval from the DISTRICT before any expenditures can be incurred which may be involved as a result of these requested transfers.

    In no case can equipment be purchased for $500.00 or more per item (including tax, shipping, etc.) without advance approval of the DISTRICT. Copies of equipment invoices are to be sent with expenditure claims. The DISTRICT shall maintain all equipment items over $500 in an inventory record system. All equipment items over $5,000 and any capital outlay expenditures need prior approval by the Child Development Division. Three bids and justification are required for such approval. All property acquired pursuant to this contract is and remains the property of the DISTRICT and disposition thereof will be subject to the requirements of the Child Development Division. The PROVIDER will not sell, abandon, donate, or otherwise convey such property except at the discretion of the DISTRICT.

    Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

    Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant/ earned contract amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2014-2015 contract award. Adjustments to the administration fee may be made up to three times per year in response to reductions to the contract by the state, under-earning of the contract due to low student enrollment, or additional preschool contracts amounts received by the DISTRICT.

16. The PROVIDER will close their accounting, attendance and nutrition (if applicable) records on the last day of each month for preparation of the required monthly statement to be submitted to the DISTRICT no later than the tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.

17. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, 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 arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

PROVIDER shall have no obligation to defend, hold harmless, or indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, consultants, and/or other representatives for the DISTRICT's sole negligence or willful misconduct.

This indemnity shall survive termination of this Agreement, and/or final payment hereunder, and is in addition to any other rights or remedies that the DISTRICT or the State of California may have under law and/or otherwise."

18. For the duration of this Agreement, the PROVIDER 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 Agreement by the PROVIDER, its agents, representatives, or employees.

During the entire term of this Agreement, PROVIDER shall keep in effect policies of:

A. Commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);

B. Automobile liability insurance, if a vehicle may be used in providing services;

C. Professional liability/errors and omissions coverage including sexual molestation and abuse; and

D. Workers' compensation insurance/employer's liability insurance if PROVIDER may use employees in providing services.

PROVIDER shall maintain limits of insurance no less than:

A. 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).

B. Automobile Liability: $1,000,000 combined single limit.

C. Professional liability/errors and omissions coverage, including sexual molestation and abuse: $1,000,000 per occurrence/$2,000,000 aggregate.

D. 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 the PROVIDER, the following terms apply:

A. Deductibles and self-insured retentions may not exceed $25,000.

B. The commercial general liability and automobile liability policies are to contain or be endorsed to contain the following provisions:

(i) DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insured's with regard to: liability arising out of activities performed by or on behalf of the PROVIDER; products and completed operations of the PROVIDER; premises owned, occupied, or used by the PROVIDER; or automobiles owned, leased, hired, or borrowed by the PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT and the State of California.

(ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by the DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.

(iii) 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 the DISTRICT and the State of California .

C. 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.

D. PROVIDER shall furnish the DISTRICT with 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 the DISTRICT before services are provided.

19. The term of this agreement shall be from July 1, 2014 to and including June 30, 2015.

20. The manner in which funds shall be expended hereunder is fully set forth on Exhibit B, entitled "Funding Page" which is attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

21. All services performed pursuant to this Agreement will be secular, neutral, and non-ideological."

22. The PROVIDER shall not assign the whole or any part of this agreement or any payment due or to become due hereunder, without the written consent of the DISTRICT and all sureties who have executed bonds on behalf of the PROVIDER in connection with this contract.

23. PROVIDER agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment, including the following: Title VI of the 1964 Civil Rights Act and implementing regulations; Section 504 of the Rehabilitation Act of 1973 and implementing regulations; the Age Discrimination Act of 1979; the Drug Free Workplace Act of 1998; California Government Code Sections 11135 - 11139.5; the Fair Labor Standards Act as defined by the Secretary of Labor in Part 506 of Title 29 of the Code of Federal Regulations; and the Americans with Disabilities Act of 1990. PROVIDER's policies shall include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all discrimination complaints.

PROVIDER 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 PROVIDER'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 investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

24. PROVIDER agrees that it will comply with all regulations and policies regarding the collection of Family Fees as outlined in Education Code (EC),

Section 8239(e) and amended EC, sections 263(g) and (h). Records will be kept of all funds received and individual income determinations made in respect to such fees. Funds and backup documents will be delivered to the DISTRICT on at least a monthly basis and will be maintained in a secure manner by the PROVIDER. The PROVIDER shall be responsible for the security of the fees until provided to the DISTRICT and will be responsible for reimbursing the DISTRICT for any losses of family fee funds.

25. This agreement may only be amended by the mutual written consent of the parties hereto, except that the DISTRICT may unilaterally amend the contract to accomplish the below-listed changes:

    A. Increase in dollar amounts or rates.

    B. Administrative changes.

    C. Changes required by law or regulations.

26. This agreement is the complete and exclusive statement of the mutual understanding of the parties. This contract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this contract.

27. Nothing in this Agreement shall be construed to require the DISTRICT to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the ACT. This Agreement does not create a multiple fiscal year obligation. DISTRICT's financial obligation contained in this Agreement is subject to annual appropriation made pursuant to the ACT. DISTRICT has no obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement."

28. PROVIDER warrants that it is aware of and in compliance with California Public Contract Code Sections 10410, 10411, and 10420 regarding employing current and former state employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

	DISTRICT:	PROVIDER:
	_____	_____
Name	Joanna Rummer	Name
Title	Superintendent:	Title
		TAX ID Number_____

EXHIBIT A

FUNDING TERMS AND CONDITIONS
Standard provisions for State Contracts

Funding Terms and Conditions may be located at
http://www.cde.ca.gov/fg/aa/cd/index.asp

EXHIBIT B

FUNDING PAGE

Program	**Sierra Sands Unified**	**State Preschool** Inyokern, Pierce, and Faller
Funding Amount	$440,120	
Child Days of Enrollment-minimum	12,799	
Potential Enrollment	144 students	(24 X 2 sessions X 3 sites)
CDE Contract #	CSPP-2127 15-7374	
Maximum Daily Rate	$34.00	
Minimum Days of Operation	180 days	

Preschool Budget 2014-2015

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	47	22	47	116
14-15 Anticipated Award Amounts	$ -	$ -	$ -	$ 440,120
Non-certified fees				$ 12,000
Allowable Administrative Fee 15%				$ 67,818
Contract minus Sub Agreement				$ 154,288
Maximum Indirect Cost: 5.36% for 14-15				$ 5,131
Advertising/Licensing (Part of Admin)				$ 1,360
Remaining Admin Costs				$ 61,326
SSUSD Admin Amt				$ 30,663
HDLL Admin Amt				$ 30,663
Direct Services to Students= 85%				$ 374,102

(1,800)

Budget Object	Description	Resp. Party	Budget
4300.00-0000-8200	Custodial Supplies Stores Issues	SSUSD	$ 3,000
4300.00-0001-1000	Instructional Supplies Stores Issues	SSUSD	$ 6,000
4400.00-0000-8200	Custodial Equipment	SSUSD	$ 810
4400.00-0001-1000	Instructional Equipment	SSUSD	$ 4,500
5750.41-0001-1000	Print Shop	SSUSD	$ 200
5750.43-0001-1000	ERC	SSUSD	$ 60
5750.47-0000-8110	Garage	SSUSD	$ 700
5800.00-0001-1000	Food Service	SSUSD	$ 10,000
7439.00-0000-9100-300	Building - Faller Debt Service	SSUSD	$ 21,000
4300.00-0001-1000	Instructional Supplies	HDLL	$ 7,000
5100.00-0001-1000	Sub Agreement - Salaries/Benefits	HDLL	$ 285,832
5800.00-0001-1000	1st 25,000 of Sub agreement (subject to IDC)	HDLL	$ 25,000
5800.00-0001-1000	Staff Services - Prof Dev. & Fingerprint	HDLL	$ 10,000
			$ 374,102

(0)

12. CONSENT CALENDAR

12.4 Approval of Preschool Self-Evaluation Annual Report for the 2013-14 School Year

BACKGROUND INFORMATION: The required 2013-14 Preschool Program Self-Evaluation focuses on preschool educational content in order to inform teaching and program planning, as well as increase the educational benefits for our young preschool children. Educational goals for the program are based on the Desired Results Developmental Profile (DRDP) Summary of Findings data. The DRDP helps identify program strengths and areas needing improvement and assists staff in establishing program goals for the coming year.

CURRENT CONSIDERATIONS: The annual self-evaluation occurs over a six month time period. Staff looks for trends or patterns that identify overall strengths and areas needing improvement. Data is collected and analyzed and key findings from the Developmental Profiles are generated. Educational goals for the subsequent year are then created.

Completion of the annual self-evaluation and submission to the Governing Board is a required component of the preschool program.

FINANCIAL IMPLICATIONS: Preschool (Child Development) is a Tier 1 protected program that has experienced cuts from $472,278 in 2011-2012 to $440,120 in 2013-2014.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Preschool Self-Evaluation Annual Report as presented.

California Department of Education
Early Education and Support Division

March 2014

Fiscal Year 2013–14

Program Self-Evaluation Forms

Forms CD 3900, CD 4000, and CD 4001A must be submitted by: Monday, June 2, 2014, 5 p.m.

California Department of Education
March 2014

Desired Results Program Action Plan – Reflection on Action Steps (CD 3900)

Contractor Name Sierra Sands Unified School District	
Contract Type, and/or FCCHEN CSPP	**Age Group (Infant/Toddler, Preschool, School-Age)** Preschool
Planning Date May 2, 2014	**Lead Planner's Name and Position** Kristina French, Program Director
Follow-up Date(s)	**Lead Planner's Name and Position**

This form can be expanded and is not limited to a single page.

Reflection: Review each Program Action Plan (CD 4001A) submitted in the FY 2012-13 Program Self-Evaluation Report. As the FY 2012-13 Action Steps would be different or unique to the contract type and age group, a separate reflection and narrative for each is required. **Below, provide a narrative summarizing the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.**
In summer of 2013, the Program Administrator updated all program lesson plans to include Comprehensive Early Literacy Learning (CELL) strategies each week. This helped the teaching staff to plan and conduct at least one component (shared reading, read-a-loud, or t-charts) each week. This did prove to be effective at including this component routinely and being conducted in the classroom. The program staff noticed that they were using t-charts and shared readings on a regular basis at large group but neglected to include read-a-louds on a regular basis. This has been added to the small group plans to be conducted at least one time each week for the duration of the school year.
DRDP 2010 training was conducted for all new staff members on August 6, 2013 using West Ed resources including Desired Results Regional Training 2012-2013 PowerPoint and materials. This was done as an introduction to the entire assessment tool, documentation to use as evidence for ratings, how to write quality anecdotal observations and overview of the program procedures for gathering and storing evidence.

In April 2013 the program administration attended the DRDPtech Webinar. The system was set up and ready to use for the 2013-2014 school year and the program staff were going to be training using this new system. It was decided that the staff would complete the first 60 day DRDP 2010 for each child using the paper version and the program administration would take that data and input it into the DRDPtech system, thus allowing the program administration to be familiar with the program, uses and benefits as well as prepare a detailed and informed training for the program staff. In November 2013 the program office experienced extensive flooding which required immediate relocation and replacement of program documents. Although this did not affect the programs for the students, program admin were allocating time and energy on that task and the data entry and training were not completed. The second set of DRDP's are now completed and the program administration will be inputting that data during summer 2014 and will prepare the DRDPtech training for the program staff. This training will be conducted the week prior to school starting so that all program staff are ready to work. To implement this new system, a needs assessment was conducted with the program staff. Access to a separate computer was necessary for teaching staff, since each site only has one computer used by the Site Supervisor for program administration. A networked laptop has been purchased and installed at each program site to allow separate computer access to the teaching staff.
On September 12, 2013 an Observation and Assessment in Action training was conducted with all program staff. This training again utilized materials from the Desired Results for Children and Families website as well as the CDE resource "Getting to Know You Through Observation". The focus was on providing more detailed information on writing quality observations to complete authentic assessments. Actual program observations were also displayed and critiqued for quality and then rated individually and compared for consistency and accuracy. The program staff enjoyed this process as they were able to get feedback and suggestions from other early childhood education professionals in a constructive manner.
Whole Brain Teaching training was conducted by Chris Biffel on August 9, 2013. This training focused on active learning to engage the students, anchor learning through movement, and make learning fun. These techniques were adjusted to preschool learning levels and implemented in our programs. Program staff have noted obvious improvement in attention and engagement and memory and recall.
Daily large group consists of calendar that is inclusive of patterns, counting, days of the week and months of the year. There is also a discussion of weather and inclusion of a shape and letter of the week. Activities during daily calendar includes Whole Brain Teaching strategies. Consistent expectations and implementation in this area has proven to be very beneficial for the children. Children are actively engaged in daily group and academic concepts are being presented during a daily calendar time. The program staff agreed to having a designated staff member responsible for completing observations during large group calendar time. This person is identified on the lesson plan form but based upon Program Director observations and observation cards written for students, this is not utilized on a regular and ongoing basis and has therefore been ineffective.

Site Supervisors are tasked to monitor small group lesson plans and observation cards for all program staff. These observations and meetings are to be documented on a staff observation form and referenced during the annual evaluation and development of a professional development plan. Based upon the completed forms submitted to the Program Director, this is not happening on a consistent basis and it is obvious that the program staff need more ongoing support and assistance. During the 2014-2015 school year, the program administrator will conduct monthly site visits that include verification of this process.
Open ended question cards were developed and posted at each classroom curriculum area to encourage program staff to utilize questions to stem conversations with children. This was absolutely ineffective. Program staff noticed and utilized these promps for a few short weeks when initially put up and then did not notice them or continue with the practice.
Science boxes were created and added to science centers. The materials were adjusted weekly and designed to allow the children to have hands on interaction and exploration with materials. This was very popular with the children and allowed program staff to observe them demonstrating curiosity and child initiated exploration and investigations. This will be continued through the 14-15 school year.

Program Self-Evaluation Cover Page (CD 4000)

Contractor's Legal Name			Vendor Number
Sierra Sands Unified School District			7374
Contract and Age	☒ **CSPP**	**Number of Classrooms**	5
	☐ **CCTR – (Infant/Toddler)**	**Number of Classrooms**	
	☐ **CCTR – (School Age)**	**Number of Classrooms**	
	☐ **Education Network – (Infant/Toddler)**	**Number of Homes**	
	☐ **Education Network – (Preschool)**	**Number of Homes**	
	☐ **CHAN**	**Number of Classrooms**	
	☐ **CMIG – (Infant/Toddler)**	**Number of Classrooms**	
	☐ **CMIG – (Preschool)**	**Number of Classrooms**	

Describe the Program Self-Evaluation Process (Note: This area expands as necessary.)

Sierra Sands Unified School District State Preschool Program began the year with an All Hands meeting to review and discuss the previous year's action plans. This meeting was held on September 26, 2013 and was used to identify ongoing action items that were established the previous year and identify any outstanding action items from the previous year.

The annual self-evaluation process began in October 2013. The initial DRDP 2010's were completed within sixty days of the program start date, ranging from September 30 through October 11, 2013. The data was summarized and used by staff to develop individual goals for their students, their small groups, and for curriculum and program planning. The Program Director met with each site to develop the Desired Results Developmental Profile Summary of Findings at the classroom levels; Inyokern State Preschool (ISP) on Nov 14, Faller State Preschool (FSP) on November 15, and Pierce State Preschool (PSP) on November 19.

In October 2013, a combination of the Program Director, Program Administrator, Site Supervisors, Teaching Staff Members, and Community Member conducted the Early Childhood Environmental Rating Scale- Revised on all classes. The results were compiled and summarized by the Program Director Tina French and the data was presented to the staff for review and assistance in completing the ECERS-R Summary of Findings; FSP and PSP on December 31 and ISP on January 3.

Parent Teacher Conferences were conducted in November 2013 and families were asked to complete the Parent Survey at the end of the scheduled conference time. Surveys were completed and submitted into a large envelope and the child's name was then crossed off, ensuring confidentiality of the information and allowing the program to track which families had completed the form. The information was tallied by the Program Director and the data presented to the site Parent Advisory Committees for review and assistance in developing the Desired Results Parent Survey Summary of Findings for each site; PSP on January 16, ISP on January 22, and FSP on January 30.

Individual meetings were held with all teaching staff members December through January to review and analyze their DRDP data. Discrepancies were noted and discussed and the program administration provided clarification, suggestions and guidance. Individual plans were developed for each staff member.

The DRDP 2010 was completed for the second assessment period between March 10 and 22, 2014. The results were tallied by the Program Director and presented to the program sites, who assisted in developing the Desired Results Developmental Profile Summary of Findings at the classroom levels: PSP on April 29 and FSP and ISP on April 30. The Program Director then

met with the Program Administrator and Site Supervisors on May 1, 2014. The group reflected on the results and developed the Program Action Plan at the program level. Time was spent really looking at the progress made by students in the program between the two assessment dates and also noting areas of data discrepancies. Action planning included planning ways to help staff gather accurate data that is truly reflective of the current developmental levels of the students, holding staff accountable for all action plans from the previous years and providing the time, resources and support to strengthen our teaching teams and data collection efforts.

The results of the DRDP Summary of Findings, the Parent Survey Summary of Findings, and the ECERS-R Summary of Findings were reviewed and compiled into one agency report by the Program Director and Program Administrator on May 1, 2014.

The review process included active participation and involvement of the entire program staff, parents, and administration. Information was shared and progress documented during regularly scheduled district, Site Supervisor and Parent Advisory Committee meetings. Documentation is provided in meeting sign in sheets and minutes. It was noted that action items often exceeded the original time allotment and we continued to meet and update action plans well into the spring and second set of assessments. The focus of the action plan extending into 2014-2015 includes creating systematic approaches to holding all program staff accountable for their actionable items. Action plans will be presented and reviewed at the All Hands meeting in August 2014. As action items are completed, evidence will required to be submitted, such as photos, lesson plans, meeting minutes, etc.

Discrepancies in the data were noted for both sets of assessments during this school year; observations being rated incorrectly, inappropriate documentation or activities, and misinterpretations of the measures and examples. A monthly training schedule has been established that will focus on one domain during each program month. After completion of the first set of DRDP data, the program administration will again meet with each teaching staff member to review and analyze their data, note any discrepancies and provide additional training and support as necessary.

School Board members and the district administrative team have contact with all preschool sites during regular program visits, special program activities, and school functions. The annual self-evaluation process and completed annual report will be presented to the SSUSD School Board on May 15, 2014.

A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.		**Date** May 15, 2014
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.		**Date** May 6, 2014
A copy of the Program Self-Evaluation will be/has been presented to parents.		**Date** May 9, 2014
Statement of Completion **I certify that a Program Self-Evaluation was completed.**	**Signature** Joanna Rummer	**Date** May 4, 2014
	Name and Title Joanna Rummer, Superintendent	**Phone Number** 760-499-1600

Desired Results Developmental Profile Summary of Findings And Program Action Plan – Program or Network Level (CD 4001A)

Contractor Name Sierra Sands Unified School District	
Contract Type, and/or FCCHEN CSPP	**Age Group (Infant/Toddler, Preschool, School-Age)** Preschool
Planning Date May 1, 2014	**Lead Planner's Name and Position** Kristina French, Program director
Follow-up Date(s)	**Lead Planner's Name and Position**

This form can be expanded and is not limited to a single page.

Key Findings by Domain from Developmental Profiles	Educational Program Goal(s)	Action Steps (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible
Ask: Where is the program now?	**Ask: Where does the program want to go?**	**Ask: How does the program get there?**	**Ask: By when?**
There were some discrepancies that were noticed when inputting and reflecting on the data.	In 2014-2015, authentic evidence will be collected to rate the DRDP and provide accurate data for planning purposes.	**Training** -Conduct DRDP 2010 training for all program staff prior to start of the 14-15 school year, using the powerpoint and resources on the Desired Results for Children and Families website. **Training** -Conduct training on DRDP tech which will be utilized in the 14-15 school year. **Training** -Conduct training series that highlights one domain each month through two 1 hour trainings. The training will incorporate information, materials and resources from the Desired Results for Children and Families website, the	August 8, 2014 Tina French August 8, 2014 Tina French February 2014 Tina French

		CA Preschool Learning Foundations, the CA Preschool Curriculum Framework, and Developmentally Appropriate Practice. SSD September 2014 LLD October 2014 MATH November 2014 COG December 2014 ELD January 2015 MPD February 2015 **Staff Schedule** -Site Supervisor review individual tracking records half way through the assessment process and guide discussion and reflection on type of documentation, quality of documentation, and if it is reflective of that child's specific capabilities.	September 15, 2014 Site Supervisor
37% of children are at Exploring and Developing in the domain of Language and Literacy Development.	70% or more children will be at the Building or Integrating levels after the second assessment period in the 14-15 school year.	**Materials/Supplies** -Add letter of the week to the writing center for various hands on explorations. **Materials/Supplies** -Letters and names added to the group tables. **Materials/Supplies** -Letter cut outs, stickers, and punches will be added to the art center throughout the year. **Material/Supplies** -Letter items will be added to the manipulative center continuously throughout the year. **Materials/Supplies** -Purchase additional letter/word items for manipulative center such as letter stamps, letter builders, and letter blocks.	August 12, 2014 Teaching Staff August 12, 2014 Teaching Staff October 1, 2014 Teaching Staff August 12, 2014 Teaching Staff September 30, 2014 Tina French
33% of children are at Exploring and Developing in the domain of Mathematics Development.	75% or more children will be at the Building or Integrating levels after the second assessment period in the 14-15 school year.	**Materials/Supplies** -Number line that include corresponding quantities will be included on the math table. **Materials/Supplies** -Flannel math pieces will be used at the math table: bananas/monkeys, gumballs, muffins. **Schedule/Plan**	August 12, 2014 Teaching Staff August 12, 2014 Teaching Staff

		-Alternating math/science activity will be adjusted to Monday so that corresponding materials can be out for children to explore and use throughout the rest of the week.	August 12, 2014 Laura Coffee

12. CONSENT CALENDAR

12.5 Approval of Perkins Career Technical Education Application for Funding for the 2014-2015 School Year

BACKGROUND INFORMATION: The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides funding for secondary career technical education programs. In accordance with the program targeting requirements of the Perkins Act, the 2014-2015 funds must be expended to support program improvements in any of the fifteen CTE industry sectors. These funds will be used primarily to support pre-engineering, industrial technology, health science, and hospitality programs at Burroughs High School.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District Career Technical Education Application for the 2014-2015 school year is presented for approval. The application includes assurances, planned use of funds, actions to increase access for special population students, and actions to achieve performance levels. The funds associated with this application will support the implementation of the district's 2008-2012 Local Career Technical Education Plan (effective dates extended by the state) and address the career preparation needs of our students. The application was presented to the CTE advisory committee for approval on May 1, 2014.

There are minimal changes to this year's application. Elements continued this year, in response to federal reauthorization, include performance levels for Perkins Core Indicators and increased accountability requirements. Sierra Sands exceeds all core indicator performance targets.

FINANCIAL IMPLICATIONS: The tentative allocation of approximately $42,603 for Perkins federal funding provides supplemental funding for career technical education programs and reflects guidance from CDE.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district's Perkins Career Technical Education Application for Funding, 2014-2015 as presented.

California Department of Education (http://www3.cde.ca.gov/pgms/prt.aspx)
Page Generated: 4/25/2014 2:34:36 PM

Perkins Grant Management System (PGMS)

Sierra Sands Unified (131 - Secondary)

2014-15 Application

LEA Profile

Allocation Amount	$42,603.00
Budgeted Amount	$42,603.00
Indirect Amount	$2,028.00 *
Application Due Date	Thursday, May 01, 2014 5:00 PM
Application Status	Not Submitted
Fiscal Activity	N/A
Signed GAN Received by CDE	Not Received

* Subject to change based on Capital Outlay and actual expenditures

Local Education Agency (LEA) information

LEA Contact Information

LEA Name:
Sierra Sands Unified (131 - Secondary)

CDS Code: 15-73742-0000000
Address: 113 West Felspar Ave.
Ridgecrest, CA 93555-3520
Phone: (760) 499-1604
Fax: (760) 375-4562
E-mail: superintendent@ssusd.org

Superintendent

Name: Joanna Rummer

Perkins Coordinator Information

Perkins Coordinator

Name: Chad Houck
Title: Coordinator
Phone: 760-499-1810 **Extension:**
Fax: 760-446-3328
E-mail: chouck@ssusd.org
Street Address: 113 Felspar Avenue
City: Ridgecrest
State: CA
Zip Code: 93555

Perkins Coordinator Contact During Summer

Phone:	(760) 499-1600	**Extension:**	
E-mail:	chouck@ssusd.org		

Fiscal Coordinator Information

Fiscal Coordinator

Name:	Gavin MacGregor		
Title:	Fiscal Coordinator		
Phone:	(760) 499-1611	**Extension:**	
Fax:			
E-mail:	gmacgregor@ssusd.org		
Street Address:	113 W Felspar Ave		
City:	Ridgecrest		
State:	CA		
Zip Code:	93555		

LEA CTE Advisory Chair Information

Name:	Chad Houck
E-mail:	chouck@ssusd.org
Phone:	760-499-1811

Section I - State Assurances and Certifications

Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the LEA must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- California Department of Education General Assurances
- Drug Free Workplace Certification
- U.S. Department of Education Debarment and Suspension
- U.S. Department of Education Lobbying
- Perkins IV Assurances and Certifications
- 2014–15 Grant Conditions

Section I - LEA Sign-off Section

☑ Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

Section I - CDE Review and Sign-off Section

☐ **Section I - Section Approved**

Section II - Representatives of Special Populations

Representatives of Special Populations Sign-off

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

Download the Sign-off Form for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

After collecting the required signatures, enter the name and title of the person representing each of the special populations listed below.

Economically Disadvantaged (Title I Coordinator)

Title I Coordinator Name:	Shirley Kennedy
Title I Coordinator Title:	Asst. Supt.

Limited English Proficiency (English Learner Coordinator)

English Learner Coordinator Name:	Shirley Kennedy
English Learner Coordinator Title:	Asst. Supt.

Disabled (Handicapped) (Special Education Coordinator)

Special Education Coordinator Name:	Elaine Littleton
Special Education Coordinator Title:	Executive Director - SELPA

Single Parent or Single Pregnant Women (Title IX Coordinator)

Title IX Coordinator Name:	Ernie Bell
Title IX Coordinator Title:	Asst. Supt.

Gender Equity or Nontraditional Training (Title IX Coordinator)

Title IX Coordinator Name:	Ernie Bell
Title IX Coordinator Title:	Asst. Supt.

Section II - LEA Sign-off Section

☐ As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2014–15 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2014–15 Perkins IV application for funds.

Section II - CDE Review and Sign-off Section

☐ **Section II - Section Approved**

Section III - Assessment of Career Technical Education Programs

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

Sierra Sands Unified (131 - Secondary) has failed to meet one or two of the required targets of performance and is identified as a Needs Improvement Agency. For each performance target not met, explain the expected reasons for low performance, any strategies the LEA plans to implement in order to achieve the state-established performance level, and describe any planned actions to be taken to improve the performance on that particular core indicator.

N/A may indicate that the LEA:

- Failed to report the required data for that indicator
- Is one of the State Special Schools or California Education Authority
- Did not receive Perkins funds in the prior year and was not required to report data

If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE–101 E2 report

1S1 Academic Attainment-Reading/Language Arts

Numerator:
Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

Denominator:
Number of 12th grade CTE concentrators.

LEA Level 2010-11:	57.77 %	**LEA Level 2011-12:**	59.23 %	**LEA Level 2012-13:**	69.59 %
State Level 2012-13:	61.00 %	**Required Target:**	54.90 %	**Met Target:**	Yes

1S2 Academic Attainment-Mathematics

Numerator:
Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

Denominator:
Number of 12th grade CTE concentrators.

LEA Level 2010-11:	55.83 %	**LEA Level 2011-12:**	63.52 %	**LEA Level 2012-13:**	62.89 %
State Level 2012-13:	45.50 %	**Required Target:**	40.95 %	**Met Target:**	Yes

2S1 Technical Skill Attainment

Numerator:
Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator:
Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

LEA Level 2010-11:	98.34 %	**LEA Level 2011-12:**	97.44 %	**LEA Level 2012-13:**	98.11 %
State Level 2012-13:	89.00 %	**Required Target:**	80.10 %	**Met Target:**	Yes

3S1 Secondary School Completion

Numerator:
Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

Denominator:
Number of 12th grade CTE concentrators who left secondary education during the reporting year.

LEA Level 2010-11:	98.06 %	**LEA Level 2011-12:**	97.85 %	**LEA Level 2012-13:**	94.85 %
State Level 2012-13:	91.43 %	**Required Target:**	82.29 %	**Met Target:**	Yes

4S1 Student Graduation Rate

Numerator:
Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.

Denominator:
Number of 12th grade CTE concentrators.

LEA Level 2010-11:	98.06 %	**LEA Level 2011-12:**	97.85 %	**LEA Level 2012-13:**	94.85 %
State Level 2012-13:	83.50 %	**Required Target:**	75.15 %	**Met Target:**	Yes

5S1 Secondary Placement

Numerator:
Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

Denominator:
Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

LEA Level 2010-11:	90.53 %	**LEA Level 2011-12:**	90.77 %	**LEA Level 2012-13:**	94.59 %
State Level 2012-13:	93.71 %	**Required Target:**	84.34 %	**Met Target:**	Yes

6S1 Non-traditional Participation

Numerator:
Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

Denominator:
Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

LEA Level 2010-11:	21.67 %	**LEA Level 2011-12:**	26.15 %	**LEA Level 2012-13:**	25.86 %
State Level 2012-13:	36.85 %	**Required Target:**	33.17 %	**Met Target:**	No

Explanation:
The lack of growth was an enrollment trend with female students in the health careers classes and industrial arts classes.

Strategy to improve performance level:
A new health careers teacher was hired and support was provided for the new female industrial arts teacher.

Planned activities:
Extra administration focus and support was arranged to help the new health careers and industrial arts teachers, and the connections with local partnerships. Emphasis was also made with the counselors who guide and schedule student classes.

Funding source: ☑ **District** ☐ **Perkins** ☐ **Other**

Funding Amount: $60,000.00

6S2 Non-traditional Completion

Numerator:
Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized

certification, or passed an end of program assessment aligned with industry-recognized standards.

Denominator:
Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

LEA Level 2010-11:	26.25 %	**LEA Level 2011-12:**	28.57 %	**LEA Level 2012-13:**	33.81 %
State Level 2012-13:	22.00 %	**Required Target:**	19.80 %	**Met Target:**	Yes

Section III - LEA Sign-off Section

☐ Assessment of Career Technical Education Programs section is complete and ready for CDE review.

Section III - CDE Review and Sign-off Section

☐ **Section III - Section Approval**

Section IV - Progress Report Toward Implementing The Local CTE Plan

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

LEA Response

1. **In last year's application (Section IV, question 4), the LEA identified at least three goals from the local CTE plan on which it would focus during the school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during the school year?**

   GOAL 1- All students graduating from SSUSD high schools will be prepared for success in postsecondary education experiences and for employment and careers through CTE programs that academically and socially support, challenge, and motivate students. Students will be provided timely information, guidance, support services, and education opportunities that will allow them to reach their career goals.

   Continue expansion and utilization of post-secondary articulation agreements. Engineering courses were submitted to local community college district for approval of a dual enrollment certification program, and after the first reading, feedback was favorable. Collaboration continues to implement feedback from the first reading.
   Currently one course (Criminal Justice) is articulated. In 2013-2014 we created a dual enrollment model for new Business Technology course but the Business Technology course was not pursued due to lack of current student interest. We need to complete the dual enrollment process for engineering coursework.

   GOAL 4- Student preparation will be based on industry expectations and standards and will incorporate employment readiness and career success skills.

   Instructors will participate in high quality professional development in order to stay current with academic standards as well as industry standards and changes to skill sets, processes, and technology found in the work place - PLTW instructors have continued to participate in professional learning opportunties to stay current with curriculum. The Digital Electronics curriculum is currently undergoing revisions. The necessary tools, software, and materials are being aquired and the teacher is scheduled to attend trainings.
   A full day Professional development for at least six CTE staff will be offered on the Model CTE Curriculum Standards - seven CTE teachers participated in three full day trainings on the Model CTE Curriculum Standards provided by the county office.

   GOAL 5- Processes to facilitate smooth student transitions (middle school, secondary, postsecondary education, training, job placement) and effectively track performance will be developed

   Processes will be developed to make CTE components such as articulation, concurrent and dual enrollment and guidance more student and staff friendly - Through the local CTE advisory committee, the engineering pathway articulations were discussed, updated, and agreed upon to provide guidance for parents, students, and counselors.
   The career advisor will receive training in order to increase capacity to work with students and assist them in registering for college courses and handling dual enrollment and CATEMA (articulation) tasks. - The career advisor was not able to attend trainings this year and this will continue to be an outcome in the future.

2. **The PGMS online application requires that LEAs verify that there is a documented historical inventory at the district for all CTE programs. Please describe the process used to update and verify your districts existing inventory system.**

   The process used to update and verify the existing inventory for CTE programs is facilitated jointly through the district business office and technology office. As new equipment is received, it is affixed with a barcode that is used to track the location of piece of equipment. These records are kept in the appropriate office. When equipment is no longer used and is either surplused or relocated, CTE teachers fill out the required forms which are then verified using the barcodes at a later date.

3. **All Perkins expenditures, expended to supplement other funds, must be coded using one of the following goal codes 3800 - Secondary CTE, 6000 - ROCP, and 4630 - Adult CTE. Please describe the other local funding sources that your district uses to support the Career Technical Education programs (also required to be coded with goal code 3800, 6000 or 4630) in the Local Control Funding Formula.**

   The two primary funding sources used to support the CTE programs are the 6000 - ROCP and the 3800 - Secondary CTE. For the time being the ROCP funding supports the bulk of the CTE programs in the form of salaries and benefits, and materials and supplies. The Engineering programs are supported through the secondary CTE funding in the form of salaries and benefits.

4. **Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2014–15.**

   GOAL 1- All students graduating from SSUSD high schools will be prepared for success in postsecondary education experiences and for employment and careers through CTE programs that academically and socially support, challenge, and motivate students. Students will be provided timely information, guidance, support services, and education opportunities that will allow them to reach their career goals
   - Continue expansion and utilization of postsecondary articulation agreements to secure dual enrollment for engineering coursework

- Through development of female CTE instructors and guidance counselor support, increase female student enrollment in CTE courses by 5%.
- Currently one course (Criminal Justice) uses the CATEMA system. in 2014-2015 establish possibility for the Restaurant Careers course to use CATEMA for student college credit.

GOAL 5- Processes to facilitate smooth student transitions (middle school, secondary, post secondary education, training, and job placement) and effectively track performance will be developed.
- Develop articulation with the community college to facilitate certificate programs for the industrial arts classes that can be aligned with existing college curriculum.
- The career advisor will receive training in order to increase capacity to work with students and assist them in registering for college courses and handling dual enrollment and CATEMA (articulation) tasks.

LEA Sign-off Section

Section IV - CDE Review and Sign-off Section

Section IV - Section Approval

Section V - Sequence of Courses to Be Funded

This section is used to budget expenditures for each Pathway in an Industry Sector.

Add Program

Only those Pathways identified in an LEA's approved Local CTE Plan, or submitted in a revision to the Local Plan may be supported by Perkins IV funds.

Program Detail

Site Name	Industry Sector	Career Pathway	Budget Amount
Burroughs High	Across Multiple Sectors	Across	$3,900.00
Burroughs High	Arts, Media, and Entertainment	Production and Managerial Arts	$2,000.00
Burroughs High	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	$2,400.00
Burroughs High	Building and Construction Trades	Residential and Commercial Construction	$.00
Burroughs High	Business and Finance	Financial Services	$.00
Burroughs High	Engineering and Architecture	Engineering Technology	$13,488.00
Burroughs High	Health Science and Medical Technology	Patient Care	$11,055.00
Burroughs High	Hospitality, Tourism, and Recreation	Food Service and Hospitality	$4,460.00
Burroughs High	Manufacturing and Product Development	Machining and Forming Technologies	$5,300.00
Burroughs High	Public Services	Public Safety	$.00
Burroughs High	Transportation	Operations	$.00
		Total	**$42,603.00**

Inventory Verification

Each LEA maintains a historical inventory system, which contains the description, name, serial or other identification number, acquisition date, original cost, and percentage of federal participation in the cost, location, use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred $500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown. [CEC 35268]

Sierra Sands Unified (131 - Secondary) conducts a historical inventory verification at least every 2 years for all of the following:

- Description
- Name
- Serial or other identification number
- Acquisition date
- Original cost
- Location (room)
- Use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred $500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

(•) Yes ( ) No

Teacher Qualification

All CTE courses must be taught by an appropriately credentialed teacher as determined by the California Commission on Teacher Credentialing. The following are required for a teacher to be considered appropriately credentialed CTE teacher:

- Possesses a standard secondary, single-subject or designated-subject credential which authorizes the teaching of the CTE course(s) to which s/he is assigned, (a Single Subject, Designated Subject, Single Subject with Subject matter Authorization, New Career Technical Education Credential by industry sector)
- Has employment experience, outside of education, in the career pathway addressed by the CTE program or other evidence of equivalent proficiency. [CTE State Plan]

☑ All teachers in my LEA are appropriately credentialed CTE teachers

LEA Sign-off Section

☐ Sequence of Courses to Be Funded section is complete.

Section V - CDE Review and Sign-off Section

☐ **Section V - Section Approval**

Section VI - Budget and Expenditure Schedule

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	$0.00	$1,600.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$2,200.00**
2000 Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
3000 Employee Benefits	$0.00	$200.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$260.00**
4000 Books/Supplies	$33,743.00	$200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$33,943.00**
5000 Services/ Operating Expenses	$4,000.00	$400.00	$300.00	$0.00	$0.00	$0.00	$0.00	$500.00	**$5,200.00**
6000 Capital Outlay	$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**$0.00**
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$1,000.00	**$1,000.00**
Total	**$37,743.00**	**$2,400.00**	**$960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,500.00**	**$42,603.00**

☐ **Section VI - Section Approved**

Section VII - Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. Review the local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

Are there any changes made to the local CTE plan for 2014-15?

○ Yes ◉ No

Section VII - LEA Sign-off Section

☐ Local CTE Plan Update section is complete and ready for CDE review.

Section VII - CDE Review and Sign-off Section

☐ **Section VII - Section Approved**

Questions: Perkins Support Team | perkins@cde.ca.gov | 916-324-5706

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

12. CONSENT CALENDAR

12.6 Appointment of 2014-15 California Interscholastic Federation (CIF) League Representatives for Burroughs High School

BACKGROUND INFORMATION: As required by the California Interscholastic Federation (CIF), the governing board of each school district must annually appoint league representatives for each school under its jurisdiction.

CURRENT CONSIDERATIONS: It is recommended that Bryan Auld, as the incoming principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2014-15 school year and athletic director, Robert Campbell be appointed as the principal's designee in his absence.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that Bryan Auld as the incoming principal of Burroughs High School, be appointed to serve as league representative for Burroughs High School for the 2014-15 school year and Robert Campbell be appointed to serve as the principal's designee.

2014-2015 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2014.**

Sierra Sands Unified ,School District/Governing Board at its May 15, 2014 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Burroughs High School
NAME OF REPRESENTATIVE Bryan Auld POSITION Principal
ADDRESS 500 E. French St. CIIY Ridgecrest ZIP 93555
PHONE 760-499-1800 FAX 760-375-1735 E-MAIL bauld@ssusd.org

****

NAME OF SCHOOL Burroughs High School
NAME OF REPRESENTATIVE Robert Campbell POSITION Athletic Director
ADDRESS 500 E. French St. CIIY Ridgecrest ZIP 93555
PHONE 760-499-1800 FAX 760-375-1735 E-MAIL rcampbell@ssusd. org

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CIIY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CIIY ZIP
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Joanna Rummer Signature

Address 113 W. Felspar Ave. City Ridgecrest Zip93555

Phone 760-499-1600 Fax 760-375-3338

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

12. CONSENT CALENDAR

12.7 Approval of Waivers for the California High School Exit Exam for Students with Disabilities, CAHSEE Waiver #1 1314

BACKGROUND INFORMATION: All students must satisfy the California High School Exit Examination requirement, as well as all other state and local requirements, to receive a California public high school diploma. Students can satisfy the CAHSEE requirement by either passing the exam or, for students with disabilities, receive a waiver of the CAHSEE requirement pursuant to Education Code Section 60851(c). Students with disabilities who take the CAHSEE using modifications and receive the equivalent of a passing score may be eligible to receive a waiver of the CAHSEE requirement for the part(s) of the exam on which a modification was used if the following requirements are met:

- An individualized education program or Section 504 Plan is in place that requires a modification to be provided to the student when taking the CAHSEE;
- The equivalent of a passing score has been obtained on the CAHSEE using a modification; and
- Sufficient high school-level coursework has been either satisfactorily completed or is in progress in a high school-level curriculum sufficient to have attained the skills and knowledge otherwise needed to pass the CAHSEE.

CURRENT CONSIDERATIONS: Students with disabilities who passed one or both parts of the CAHSEE graduation requirement were reviewed by a committee consisting of site administration, counselors, special education department chair, Assistant Superintendent of Curriculum and Instruction, and SELPA Director to determine which students qualify for the CAHSEE waiver. Students who have satisfied all criteria are being recommended for a waiver to the CAHSEE.

Waiver #1 1314: Student satisfied criteria for the English Language Arts portion in November 2013. Student is requesting a waiver for the mathematics portion taken in February 2014.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the recommendation with regard to a waiver for the CAHSEE requirements for the student identified in case #1 1314, as presented

12. CONSENT CLAENDAR

12.8 Elimination of Vacant Title 1 Project Teacher Position at Faller Elementary School for 2014-15

BACKGROUND INFORMATION: This is a vacant position that the district does not intend to fill.

CURRENT CONSIDERATIONS: The position will continue to remain a vacancy unless and until the board takes action to eliminate it. There will be no need to initiate any layoff proceedings because no staff member will be laid off.

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

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board eliminate the Title 1 Project Teacher Position for the 2014-15 at Faller Elementary School.

12. CONSENT CALENDAR

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

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

Access to relevant data and analysis tools can help the district, schools, and teachers make more informed decisions about programs and student achievement. Alignment of instruction/assessment and monitoring program effectiveness are two specific actions that are used to improve educational practice in reading and mathematics.

CURRENT CONSIDERATIONS: The district's agreement with Illuminate Education, Inc. will expire on June 30, 2014. In order to continue services with Illuminate to regularly monitor student progress district wide, a new three year agreement is required. Regularly monitoring student progress has been identified as a district goal in both the Local Education Agency Plan and the Local Control Accountability Plan.

FINANCIAL IMPLICATIONS: The three year agreement is for an annual fee (based on 5,008 students) of $20,032 per year for an anticipated three year cost of $60,096.00. Costs are an appropriate use of federal restricted categorical funding.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education authorize the district to enter into a contract with Illuminate Education, Inc. for data management services from July 1, 2014 through June 30, 2017.

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement ("**Agreement**") is entered into effective as of July 1, 2014 ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Sierra Sands Unified School District ("**Organization**").

RECITALS

WHEREAS, Organization desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed and owns such a system known as the Illuminate Data and Assessment Management System or "DnA" (the "**Software**");

WHEREAS, Organization desires to license the Software and obtain the services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement Unless earlier terminated as provided herein, the Term of this Agreement shall be from the Effective Date through **June 30, 2017** (the "Term"). This Agreement shall thereafter automatically renew for additional successive one year periods unless written notice of non-renewal is given by either party to the other at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial School Year, the "Term"), unless sooner terminated as provided herein.

2. License of Software to Organization Subject to the terms of this Agreement, Illuminate hereby grants to Organization during the term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferrable license to Organization for Organization employees, students and their parents or guardians (collectively, "**Organization** ") to use the Software with respect to each of the Organization locations listed on Exhibit A hereto. Exhibit A may be amended for future school years to include additional Organization locations. The Organization Users may not use the Software other than with respect to the locations set forth on Exhibit A or for other than Organization operations. So long as GradeCam software for automated grading of multiple choice exams remains available to Illuminate, the Software shall permit Organization to download, at no additional cost to Organization, GradeCam's software.

3. Annual Software License Fee Organization agrees to pay to Illuminate an annual license fee for use of the Software as set forth below.

(a) Initial School Year. A fee of $4.00 per student (calculated yearly based on previous year **CBEDS**) for the initial school year beginning **July 1, 2014** and continuing through **June 30, 2015**

(b) Subsequent School Years During Initial Term. A fee of $4.00 per student (calculated yearly based on previous year **CBEDS**) for each school year during the Initial Term after the initial school year, subject to an increase no more often than annually for changes in the cost of living. The estimated annual fees for the Initial Term assuming no change in cost of living and 5,008

students based on **CBEDS** would be as follows:

Year	Product	Fee Structure	Estimate of Annual License Fee
2014-2015	Data and Assessment	$4.00 per student (5,008 students)	$20,032.00
2015-2016	Data and Assessment	$4.00 per student (5,008 students)	$20,032.00
2016-2017	Data and Assessment	$4.00 per student (5,008 students)	$20,032.00

(c) Renewal School Years. A fee per student (calculated yearly based on previous year **CBEDS**), for each school year after the Initial Term equal to that generally charged by Illuminate to school Organization at the time of renewal.

(d) Payment. The annual software license fee for each school year shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Failure to Make Payment. In the event Organization fails to pay the annual license fee or other fees due hereunder when due, upon notice from Illuminate, Organization agrees to immediately cease, and to cause Organization Users to cease, using the Software and Illuminate will have no further obligation to provide any maintenance or support to Organization or Organization Users.

(f) Taxes The fees in this Sections 3 and in Section 5 below do not include sales, use or similar taxes which may be applicable.

4. Ownership of Software Illuminate has and will retain all right, title and interest in the Software and all derivative works, including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. Organization shall have no rights in the Software or any derivative works, except the license and related rights expressly set forth in this Agreement. Organization agrees not to (i) alter, merge, modify, adapt or translate the Software, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or (iii) modify the Software or create derivative works based upon the Software.

5. Software Implementation, Data Conversion, Hosting and Training Services Illuminate agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of Organization employees on the use of the Software as follows:

(a) Task List. A preliminary list of tasks and associated targeted completion dates are set forth on Exhibit "B" attached hereto.

(b) Hosting. The Software and Organization's data will be hosted on Illuminate's server (included in the annual license fee).

(c) Importing of Data Illuminate will import Organization's data into the Software within 45 business days after the receipt of useable data.

(d) Initial Training. Illuminate will provide training to Organization in the basic use of the

Software at **$1,500.00 per day (days)**, to be presented as both parties mutually agree. Fees for initial training will be billed by Illuminate in the month following the applicable training. Initial training fees shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Additional Training and Services. Upon written request and authorization by Organization, Illuminate will conduct additional training and provide additional services to Organization. Custom development shall be at a rate of $120 per hour. **Training after initial training is exhausted shall be at a rate of $1,500.00 per day for on-site training and $500 per day for on-line training.** Fees for additional training will be billed by Illuminate in the month following the applicable training. Fees for such services shall be due and payable within 30 days of receipt of an invoice from Illuminate.

6. Ownership of Organization Data. Organization shall retain ownership of all Organization data imported into the Software. Upon the termination of this Agreement, Illuminate agrees to transfer all Organization data back to Organization in an industry standard open format like SQL at no charge.

7. Responsibilities of Organization Organization agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. Illuminate Software Maintenance and Support Illuminate agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of corrections to remove deficiencies in the Software, as reported to Illuminate; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to Organization in resolving problems/errors resulting from misuse or hardware/software failure; regular telephone or web conferences with Organization to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to Organization.

9. Confidentiality

(a) Confidential Information Defined. Each party (the **"Disclosing Party"**) may from time to time during the term of this Agreement disclose to the other party (the **"Receiving Party"**) certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information (**"Confidential Information"**). The Software and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will in all events be considered Confidential Information of Illuminate.

(b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party, except for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Organization acknowledges that the Software is maintained as a trade secret by Illuminate, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those Organization Users required to have access in order to fulfill the purposes of this Agreement.

(c) Exceptions. The Receiving Party's obligations under this section with respect to any

Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

10. Privacy and Collection of Student Data Each of Illuminate and Organization represents and warrants that it is familiar with the provisions of the Family Educational Rights and Privacy Act (" **FERPA**") and equivalent state provisions, and it agrees that it will comply with such provisions and take all measures reasonably necessary and consistent with industry standards to protect student data from unauthorized access and/or unauthorized release. In the event that any unauthorized access or release of student data occurs, each party agrees to advise the other immediately of such unauthorized access.

11. Illuminate Warranty

(a) Software Warranty. Illuminate warrants to Organization that the Software as delivered, will materially comply with the published specifications of Illuminate for such Software. Illuminate's obligations under this warranty are limited to providing Organization with a copy of corrected Software. Illuminate does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND ORGANIZATION ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ILLUMINATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

12. Indemnification

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless Organization and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Software infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from Organization's misuse of or modifications to the Software; (ii) that results from the negligence or intentional misconduct of Illuminate or its employees, agents or servants; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By Organization. Organization agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of Organization or its employees, agents or servants or (ii) any breach of any of the representations, warranties or covenants contained herein by Organization.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

13. Insurance Illuminate agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and Organization against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

14. Taxes Organization shall be solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by Organization to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income. Illuminate is not liable for any taxes, including without limitation income taxes, withholdings, value added, franchise, gross receipts, sales, use, property or similar taxes, duties, levies, fees, excises, or tariffs incurred in connection with such payments. Organization takes full responsibility for all such taxes, including penalties, interest, and other additions thereon. Illuminate shall pay taxes imposed on its income.

15. Termination

(a) Termination by Organization. The Organization may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a Organization fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such Organization fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(c) Effect of Termination/Survival. Upon termination or expiration of this Agreement, in addition to Illuminate's obligations with respect to Organization data set forth in Section 6, each party shall promptly return or destroy the other party's Confidential Information and, if requested, shall promptly certify in writing that all such materials of the requesting party have been returned or destroyed. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 14, 15 and 16 and any obligations to pay for license fees, services or training pursuant to Sections 3 or 5 that were earned prior to termination.

16. Miscellaneous

(a) Entire Agreement; Counterparts.. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education Inc.
47 Discovery Suite 100
Irvine, California 92618
Attention: Lane Rankin, President
E-mail: lane@illuminateED.com

If to Organization:

Sierra Sands Unified School District
113 West Felspar Ave.
Ridgecrest, CA 93555
Attention: Laura Hickle
E-mail: lhickle@ssusd.org

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and Organization. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in Orange County, California for the purposes of resolving said dispute, except for claims for injunctive relief, which may be brought in any venue having jurisdiction over the parties hereto.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all time be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect

the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of Organization any cash or noncash gratuity or payment with a view toward securing any business from Organization or influencing such person with respect to the conditions, or performance of any contracts with or orders from Organization, including without limitation this Agreement.

(j) Limitation of Liability. In no event shall either party be liable to the other party or to any third party for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party?s aggregate liability arising out of or relating to this Agreement for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the fees paid or due payable by Organization to Illuminate during the preceding twelve months pursuant to this Agreement

(k) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

ILLUMINATE EDUCATION, INC.

By: _____

Lane Rankin, President

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: _____

Print: _____

Its: _____

EXHIBIT A

ORGANIZATION LOCATIONS

All Sierra Sands Unified School District locations and schools:

12. CONSENT CALENDAR

12.10 Approval of Amendment to the Superintendent's Contract

BACKGROUND INFORMATION: The board and the Superintendent entered into a contract on April 20, 2005. The Superintendent has held this same position until present. The Superintendent's contract regarding Item 12, Transportation, states that the allowance is for "performance of her duties." The allowance has been regarded as a portion of the Superintendent's salary for her years of service as Superintendent, and has been reported accordingly.

CURRENT CONSIDERATIONS: The language in this amendment regarding item 12 is merely clarification of the board's long term understanding and intent. It was the intention of the board at the time of its initial and ongoing agreement with the Superintendent, and continues to be the board's intention, that Item 12 of the Superintendent's contract be a portion of the Superintendent's salary compensation.

FINANCIAL IMPLICATIONS: None at this time.

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

Subject: Amendment to Superintendent's Contract

May 15, 2014

12. TRANSPORTATION

The Superintendent will utilize her own automobile, for which she maintains liability insurance, in performance of her duties. In addition to the compensation paid the Superintendent pursuant to paragraph 2 (SALARY), the Superintendent shall also be provided with a payment of $500 per month and such compensation will be treated consistently with the compensation paid to Superintendent pursuant to paragraph 2 (SALARY). As a result, if, at any time following Board approval of this Amendment, the Superintendent's compensation paid pursuant to paragraph 2 (SALARY) is changed, the compensation described in this paragraph shall be changed in the same percentage as the change implemented to the compensation described in paragraph 2 (SALARY). The Superintendent will have total discretion for how to spend the compensation described in this paragraph and will retain such discretion at all times.

_____	_____
Board President Kurt Rockwell	Superintendent Joanna Rummer
_____	_____
DATE	DATE

12. CONSENT CALENDAR

12.11 Approval of Recommendations for Expulsion, Expulsion Cases #09 1314, #10 1314, and #11 1314

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

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

Expulsion Case #09 1314: As stated in the administrative hearing panel recommendation, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester, however suspending the expulsion for the fall semester allowing the student to return in August, 2014 under a behavior contract. During the period of expulsion the student is referred to the Ridgecrest Learning Center.

Expulsion Case #10 1314: As stated in the administrative hearing panel recommendation, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester, allowing student to enroll in the regular programs of the SSUSD in January 2015. During the period of expulsion the student is referred to the Ridgecrest Learning Center.

Expulsion Case #11 1314: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2013-14 spring semester and the 2014-15 fall semester, however suspending the expulsion for the fall semester allowing the student to return in August, 2014 under a behavior contract. During the period of expulsion the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the recommendations for expulsion, Expulsion Cases #09 1314, #10 1314, and #11 1314 as presented.