

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**AUGUST 15, 2013
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Covert
Judy Dietrichson
Bill Farris, President
Tom Pearl
Kurt Rockwell, Vice President/Clerk
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 special meeting of July 11, 2013 and the regular meeting of July 18, 2013.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Beginning of School
- Back to School Night

5.4 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

- 6.1 Review and Approval of Adult School Program Offerings for the 2013-14 School Year
- 6.2 Ratification of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education
- 6.3 Approval of Addendum to Illuminate Software License Agreement for Support in the Development and Implementation of a Comprehensive Student Achievement System and Transition to Common Core
- 6.4 Report to the Board Regarding Grant Award Notification for the Federal Elementary School Counseling Grant

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of District/Site Safety Training Methods in Response to Recommendations by United States Department of Homeland Security and the Kern County Threat Assessment Task Force

8. PERSONNEL ADMINISTRATION

- 8.1 Certificated
Employment, resignation, retirement, leave of absence, change of status, termination
- 8.2 Classified
Employment, resignation, retirement, leave of absence, change of status, termination
- 8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

9. GENERAL ADMINISTRATION

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

- 11.1 Approval of Contract with Sy-Tech Solutions for Document Management Services
- 11.2 Report to the Board Related to Change in State Funding Methodology

12. CONSENT CALENDAR

- 12.1 Approval of “A” and “B” Warrants
- 12.2 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the 2013-14 School Year
- 12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) throughout the 2013-14 School Year
- 12.4 Approval of Agreement with Southern Sierra Boys and Girls Club for Use of Facilities at Gateway and Las Flores Elementary Schools
- 12.5 Approval of Interdistrict Transfer Agreement for Bain

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 19, 2013

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: July 18, 2013
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Covert, Dietrichson, Farris, Scott, Pearl, Rockwell
MEMBERS ABSENT: None

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular meeting of June 20, 2013 and the special meeting of June 27, 2013 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

6. EDUCATIONAL ADMINISTRATION

6.1 Review and Approval of a Grade 6 Exploratory Wheel Course

Motion passed to approve a Grade 6 Exploratory Wheel Course
SCOTT/COVERT

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

6.2 Approval of Technology Purchases to Support Common Core Implementation

Motion passed to approve Technology Purchases to Support Common Core Implementation.
DIETRICHSON/COVERT

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

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Loretta Vitale donated an Acer lap top computer with an estimated value of \$750 to the Burroughs High School football program. Howard and Barbara Auld donated a new full set of Americraft Cookware to the Culinary Arts Program at Burroughs with a value of \$2,000. ROCKWELL/COVERT

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

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

Motion passed to approve Lara Luu from Burroughs High School as the student representative of the board for the 2013-14 school year. DIETRICHSON/SCOTT

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

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

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

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Approval to Negotiate Contract for Trash Hauling Services

Motion passed to approve Negotiation of a Contract for Trash Hauling Services.
DIETRICHSON/COVERT

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

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Report to the Board on Solid Waste Hauling Services

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

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

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

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

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

The Sierra Sands Unified School District Board of Education Meeting was reopened at 7:28 p.m.

13. FUTURE AGENDA

No future agenda items.

14. ADJOURNMENT was at 7:29 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: July 11, 2013
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: District Office Conference Room "A"
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
STAFF PRESENT: Joanna Rummer, Superintendent
MOMENT OF SILENCE

1. ADOPTION OF AGENDA

2. GENERAL ADMINISTRATION

2.1 The Board Will Meet to Conduct a Self Evaluation

The board completed the self evaluation. No action was taken.

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

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Joanna Rummer, Secretary to Board

Back-to-School Night Schedule
2013 ~ 2014

<u>Site</u>	<u>Scheduled Date</u>	
Faller	August 21, 2013	6:30 p.m.
Gateway	August 22, 2013	6:30 p.m.
Inyokern	August 26, 2013	6:30 p.m.
Las Flores	August 27, 2013	6:30 p.m.
Pierce	September 4, 2013	6:30 p.m.
Rand	September 5, 2013	6:30 p.m.
Richmond	August 19, 2013	6:30 p.m.
Monroe	August 29, 2013	6:30 p.m.
Murray	September 3, 2013	6:30 p.m.
Burroughs	August 20, 2013	6:30 p.m.
Mesquite	August 28, 2013	6:30 p.m.

6. EDUCATIONAL ADMINISTRATION

6.1 Review and Approval of Adult School Program Offerings for the 2013-14 School Year

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

CURRENT CONSIDERATIONS: The courses listed below represent the adult school course of study for the 2013-14 school year. All courses have been approved by the California Department of Education as an Adult School course offering through the annual course approval process.

High School Subjects

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

English as a Second Language

ESL-Level 1
ESL-Level 2

FINANCIAL IMPLICATIONS: As a condition of the passage of the Local Control Funding Formula (LCFF), Education Code 42238.03 was revised to require districts to maintain the same level of spending in Adult Education as it had in 2012-13 for the years 2013-14 and 2014-15. The district spent \$127,749.70 in 2012-13 for adult education. The district is offering an Adult School program that operates within the new funding allocation.

Courses currently being offered assist adults in meeting their high school graduation requirements and high school students seeking credit recovery.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board review and approve the Adult School Course of Study for the 2013-14 school year as presented.

California Department of Education

Date: May 20, 2013
To: Shirley Kennedy
Sierra Sands Unified School
District
CDS: 15-7374
From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-6378
Subject: Course Approval for 2013-14



Your request for approval of the following 29 courses have been received, recorded, and approved for the 2013-14 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2403	Algebra 1	2008	--
2816	Art Appreciation	2008	--
2803	Art History	2008	--
2603	Biology	2008	--
2450	Computer Literacy	2008	--
2618	Earth Science	2008	--
2701	Economics	2008	--
2131	English 10	2008	--
2132	English 11	2008	--
2133	English 12	2008	--
2130	English 9	2008	--
2198	English Elective	2008	--
2400	General Mathematics	2008	--
2611	General Science	2008	--
9972	Government	2008	--
2535	Health	2008	--

2621	Life Science	2008	--
2498	Mathematics Elective	2008	--
2307	Music Appreciation	2008	--
2702	Physical Geography	2008	--
2610	Physical Science	2008	--
2410	Probability and Statistics	2008	--
2698	Science Elective	2008	--
2798	Social Science Elective	2008	--
9969	Test Preparation	2008	--
2709	United States History	2008	--
2728	World Cultures	2008	--
2711	World History: Survey	2008	--
2724	World Regional Geography	2008	--

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

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

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

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

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

For Vocational Education courses:

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

6. EDUCATIONAL ADMINISTRATION

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

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

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

FINANCIAL IMPLICATIONS: The contract with Sanderson's Health Services is in the amount of \$135,000 to provide Health and Nursing Services for Sierra Sands students for the 2013-2014 school year. The payment for the nursing services will be taken from the Medi-Cal budget which is an appropriate expenditure for this money. Services are to be provided only on days when school is in service and/or the student is in attendance at school.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract with Sanderson's Health Services of California as presented.

2013-2014**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

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

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

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

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

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

2. CERTIFICATION

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 1, 2013 to August 30, 2014 (Title 5, California Code of Regulations, Section 3062(a)). Neither CONTRACTOR nor SELPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to August 14, 2014. (Title 5, California Code of Regulations, Section 3062(d).)

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

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

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

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

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

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

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY

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

11. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assigns.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION FOR CAUSE

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

15. INSURANCE

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

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

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

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

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

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

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

16. INDEMNIFICATION

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

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

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

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

17. INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

18. SUBCONTRACTING

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

19. CONFLICTS OF INTEREST

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

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

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

20. NONDISCRIMINATION AND HARASSMENT

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

21. ASSIGNMENT

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

22. PROVISIONS

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

23. ENTIRE AGREEMENT

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

24. MASTER CONTRACT DISPUTES

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

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

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

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

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

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

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

25. AUTHORIZED REPRESENTATIVE

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

26. RENEWAL

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

III. EDUCATIONAL PROGRAM

27. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

28. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

29. INSTRUCTIONAL MINUTES

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

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

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

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

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

30. CLASS SIZE

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

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

31. CALENDARS

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

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

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

32. DATA REPORTING

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

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

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

33. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

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

34. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

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

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

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

35. ATTENDANCE AT SELPA MANDATED MEETINGS

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

36. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

37. STUDENT DISCIPLINE

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

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

38. IEP/IFSP TEAM MEETINGS

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

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

39. SURROGATE PARENTS

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

40. DUE PROCESS PROCEEDINGS

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

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

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

41. COMPLAINT PROCEDURES

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

42. SELPA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

43. TRANSCRIPTS

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

44. SELPA STUDENT CHANGE OF RESIDENCE

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

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

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

45. WITHDRAWAL OF SELPA STUDENT FROM PROGRAM

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

46. PARENT ACCESS

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

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

47. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

48. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

49. STATE MEAL MANDATE

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

50. MONITORING

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

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

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

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

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

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

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

51. GRADUATION REQUIREMENTS--NPS

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

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

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

IV. PERSONNEL

52. CLEARANCE REQUIREMENTS

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

53. STAFF QUALIFICATIONS

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

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

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

54. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

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

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

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

55. STAFF ABSENCE

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

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

V. HEALTH AND SAFETY MANDATES

56. HEALTH AND SAFETY

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

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

57. FACILITIES AND FACILITIES MODIFICATIONS

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

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

58. ADMINISTRATION OF MEDICATION

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

59. INCIDENT/ACCIDENT REPORTING

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

60. CHILD ABUSE REPORTING

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

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

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

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

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

61. SEXUAL HARASSMENT

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

62. REPORTING MISSING CHILDREN

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

VI. FINANCIAL

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

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

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

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

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

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

64. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

65. PAYMENT FROM OUTSIDE AGENCIES

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

66. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

67. INSPECTION AND AUDIT

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

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

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

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

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

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

68. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

69. RATES FOR BASIC EDUCATIONAL PROGRAM AND SERVICES

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

This contract is effective on the first day of September 2013, and terminates at 5:00 p.m. on the thirty-first day of August 2014, unless sooner terminated as provided herein.

SIERRA SANDS SELPA

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

Sanderson's Health Services

By: _____ Date: _____
Gale Sanderson, Contractor

Address : 720 N. Norma
Ridgecrest, CA 93555

00002.00019/156098.1

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of Addendum to Illuminate Software License Agreement for Support in the Development and Implementation of a Comprehensive Student Achievement System and Transition to Common Core

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 district is held accountable for increased student achievement at the state level as well. Both accountability systems are used to annually evaluate each school and the district.

Providing a progress monitoring system for staff to access and analyze relevant student performance data can help the district, schools, and teachers make informed decisions about instruction. Regularly monitoring student progress is one of nine essential components that schools and districts must implement as a best practice to increase student achievement.

CURRENT CONSIDERATIONS: In 2011, the board approved Illuminate as our data management system. Illuminate is currently being used by staff to monitor student achievement on standardized and common assessments. Illuminate is expanding its services and is now providing districts assistance with the transition to Common Core. Sierra Sands staff has attended several trainings and would like to enter into a contract with Illuminate for professional services to assist us with our transition to the new standards and assessment. Some of the services being provided by this Illuminate contract include support to develop and implement CCSS pacing guides and common assessments, data analysis, and creating and sharing teacher resources to support implementation of the new standards.

FINANCIAL IMPLICATIONS: The cost of these services will be rendered in two installments totaling \$15,000. 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 staff development services from August 16, 2013 through June 30, 2014.

COMPREHENSIVE STUDENT ACHIEVEMENT SYSTEM DEVELOPMENT & COMMON CORE TRANSITION SUPPORT ADDENDUM TO SOFTWARE LICENSE AGREEMENT

This Comprehensive Student Achievement System Development, Assessment and Accountability & Common Core Transition Support Addendum to Software License and Support Agreement (“**Addendum**”) is entered into effective as of August 16, 2013, and through June 30, 2014, by and between Illuminate Education, Inc., a California corporation (“**Illuminate**”) and the Sierra Sands Unified School District (“**District**”).

RECITALS

WHEREAS, District and Illuminate have entered into that certain Software License and Support Agreement (the “Agreement”); and

WHEREAS, District and Illuminate wish to supplement the Agreement to provide that Illuminate will make available Comprehensive Student Achievement System Development, Assessment and Accountability, and Common Core Transition Support Services (“Services”), the District will be provided the following services per this agreement:

NOW, THEREFORE, Illuminate and District mutually agree as follows:

Comprehensive Student Achievement System Development and Support

- Comprehensive professional development and support in student achievement system development, assessment, accountability, and student achievement data analysis to effectively utilize student data to drive district, school and classroom instructional practices.
- Facilitation of instructional planning – with teachers and administration - based on standards schedules via Activate Instruction (cross-site collaborative resource sharing), on-line resources in Illuminate, cross-site planning sessions; Develop district grade level groups in Activate Instruction for sharing teacher resources by benchmark period and standard.
- Facilitation of cross-site collaboration – with teachers and administration - to develop and refine Draft Common Core State Standards schedules into finalized versions.
- Development of Draft Benchmark Assessments in the Illuminate DnA system by benchmark period based upon the developed Common Core State Standards schedules.
- Facilitation of cross-site collaboration – with teachers and administration - to refine Draft Common Core State Standards benchmark assessments into a finalized versions.
- Facilitation of Common Core transition processes during the 2013-2014 school year; Common Core State Standards (CCSS) overview; levels of depth of knowledge; complexity vs. difficulty; targets, claims and assessment item types; Professional development on new assessment measures for Common Core State Standards and changes to the state and federal accountability systems; Profession development to be provided for the Governing Board, District Administration, Site Administration, Teachers and staff at the discretion of the District
- Facilitation of refinement of Common Core standards schedules and district assessments for full implementation on Common Core aligned benchmark assessments for the 2014-2015 school year
- Preparation of materials, resources, and strategies related to Common Core transition standards pacing schedules and benchmark assessments for all related District meetings.

District and Site Administration Coaching in the Use of Student Achievement Data to Maximize Performance

- Provide ongoing comprehensive professional development for district and site level administration in leadership in the use of student achievement data to drive instruction and maximizing student learning
- Conduct regular administrative professional development in the use of student achievement data for instructional leadership

- At the discretion of the District conduct comprehensive professional development during administrative team workshops/retreats/meeting, in the use of the Illuminate system for instructional leadership and state and district assessment results to lead enhanced student learning.
- Unlimited, ongoing consultation to District and Site administration in the areas of state and federal assessments, state and federal accountability systems, and student achievement data results and trends.

Teacher Staff Development in Using Student Data

- Comprehensive professional development with teacher grade level teams in collaboration using the Illuminate system and the use of state and district assessment data to maximize student learning
- Facilitate and conduct professional development in maximizing efficiency and effectiveness of instructional planning, based on student achievement data in the Illuminate system.
- At the discretion of the District, facilitate regular cross-site collaborative meetings for sharing instructional best practices and utilizing Activate Instruction for sharing strategies and best practices for student learning.

1. Other Provisions of Agreement. All other provisions of the Agreement shall remain in full force and effect.
2. The District agrees to compensate Illuminate for services rendered in two (2) installments totaling \$15,000. The first installment in the amount of \$7,500 to be billed prior to October 1, 2013. The second installment in the amount of \$7,500 to be billed prior to December 31, 2013.
3. Illuminate will hold the District harmless for any loss, damage, or injury arising from the performance of service
4. The District shall not reimburse Illuminate any addition funds for travel, accommodations, or meal expenses

IN WITNESS WHEREOF, the District and Illuminate have entered into this Addendum effective as of the date set forth above.

DISTRICT

By: _____
 Print: _____
 Its: _____

ILLUMINATE EDUCATION, INC.

By: _____
 Lane Rankin, President

6. EDUCATIONAL ADMINISTRATION

6.4 Report to the Board Regarding Grant Award Notification for the Federal Elementary School Counseling Grant

BACKGROUND INFORMATION: The United States Department of Education provides funding to support various programs including the expansion of counseling. These applications are competitive and awarded to successful grant applicants. Sierra Sands Unified continues to actively search out and apply for grants that support district goals.

CURRENT CONSIDERATIONS: An application for the Elementary and Secondary School Counseling Programs Grant was submitted on May 25, 2012. The district was not selected for funding for the 2012-2013 school year, however, on August 8, 2013 the district was notified that it was one of 35 successful grantees for the fiscal year 2013. Funding will be provided for a three year period. Grant funds will provide complete funding for two additional full-time elementary counselors for a three year period plus travel, supplies, and administrative program support. Hiring of additional counselors will occur by mid October. This will expand counseling services at the elementary schools. Currently one to two days of counseling services are currently provided to each elementary school. Under the grant Richmond and Faller will each have a full-time counselor. Gateway, Inyokern, Las Flores, and Pierce will each have increased counseling services. Decisions for schools and days to be served were based upon numbers of military dependents, program improvement status, and size of school. The counselors assigned to Faller and Richmond will also provide coordination services with the Fleet and Family Services Center on the base in order to provide services and activities to meet the needs of dependents of active and reserve military personnel, a competitive priority area of this specific grant.

FINANCIAL IMPLICATIONS: This grant provides \$200,000 per year for three years totaling \$600,000.

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of District/Site Safety Training Methods in Response to Recommendations By the United States Department of Homeland Security and the Kern County Threat Assessment Taskforce

BACKGROUND INFORMATION: School safety is a first priority. Each and every year district and site staff review current policies and procedures regarding school safety. Emergency plans are updated and training exercises are conducted with staff and students. Recently, staff attended trainings sponsored by The Department of Homeland Security and the Kern County Threat Assessment Taskforce regarding school safety and emergency response. These recent trainings have focused on school safety assessments and responding to an “active shooter.” During the last several years these terrifying events have been reflected upon and studied by experts and much has been learned. In the event that this type of emergency happens, individuals must be prepared both mentally and physically to deal with an active shooter situation. In many circumstances, knowing just a few simple options described in the training can help save lives if an active shooter incident should occur on a school campus.

CURRENT CONSIDERATIONS: In accordance with recommendations from the United States Department of Homeland Security and from the Kern County Threat Assessment Taskforce, district staff would like to conduct site trainings on “Responding to an Active Shooter” and recommends the Board approve these trainings. Active Shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims. Because active shooter situations are often over within 10-15 minutes, often before law enforcement arrives on scene, individuals must be prepared to take action. The first part of the training explains the components of an Active Shooter situation and presents options for response. The second part of the training consists of simulated exercises with site staff and local law enforcement agencies which enables participants to put the response actions to test in a simulated situation.

The lessons learned from the unfortunate shooting incidents which have occurred across our country will be shared with staff. Strategies and trainings can be discussed and used that will save lives in case this should ever happen in our community.

Presentation of the United States Homeland Security Slides

FINANCIAL IMPLICATIONS: None. Trainings will be conducted by district staff and local law enforcement agencies.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommended training for school sites and staff "Responding to an Active Shooter" as presented.

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***

Jessica Robin DuMouchel
English – Burroughs
Effective 7-22-13

Terri McDaniel
SDC – Burroughs
Effective 7-29-13

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Derek Akin
Social Science/PE – James Monroe
Effective 8-12-13

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

Jessica Blades
Kindergarten – Las Flores
Effective 8-12-13

Erin Brandt
ROP Health Careers – Burroughs
Effective 8-12-13

Charla Breitigam
Speech – SELPA
Effective 8-12-13

Jessica Constable
50% Speech – SELPA
Effective 8-12-13

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Kabria Davies
Industrial Arts – Burroughs
Effective 8-12-13

Rachel Ghilardi
1st/2nd Combo – Las Flores
Effective 8-12-13

Christine Gmitro
English – James Monroe
Effective 8-12-13

Joel Greenhaw
SDC – Burroughs
Effective 8-12-13

Karen Harris
SDC – Richmond
Effective 8-12-13

Sandra Johnson
School Nurse – Pupil Personnel
Effective 8-19-13

Cynthia Lopez
Math – Murray
Effective 8-12-13

Lauren Millikin
SDC – Murray
Effective 8-12-13

Abraham Otrambo
SDC – Burroughs
Effective 8-12-13

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Melissa Ramos
Transitional Kindergarten – Las Flores
Effective 8-12-13

Sarah White
Preschool SDC – Gateway
Effective 8-12-13

8.14 CHANGE OF STATUS

Brianne Albrecht
From 1st Grade – Faller
To 3rd Grade - Faller

Gail Antonsen
From Science – Mesquite
To 4th/5th Combo – Faller

Carol Francis
From RSP – James Monroe
To RSP – Burroughs

Traci Freese
From 1st Grade – Gateway
To 5th Grade – Gateway

Robert Hope
From SDC – Burroughs
To English – Burroughs

Mary Howard
From 3rd Grade – Richmond
To 2nd Grade – Richmond

Courtney Hudson
From 4th /5th Combo – Faller
To 4th Grade – Faller

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS (continued)

Cheri Lloyd
From 1st/2nd Combo – Richmond
To 3rd Grade – Richmond

Terry McGuire
From 4th Grade – Faller
To 1st Grade – Faller

Melissa Moroz
From RSP – Murray
To SDC Autism – Richmond

Tami Piatt
From 1st/2nd Combo – Inyokern
To TK/Kindergarten Combo - Inyokern

Michael Sernett
From Science/PE – James Monroe
To Science - Mesquite

Alison Shewmaker
From English – James Monroe
To English – Burroughs

Virginia Weisz
From 1st Grade – Faller
To 1st/2nd Combo – Richmond

Melissa Yoshizu
From 5th Grade – Gateway
To 4th Grade – Las Flores

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Megan Garner
5 ½ hr. Paraprofessional – Richmond
Effective 8-13-13

Tina Hwang-Correa
5 ½ hr. Paraprofessional – Gateway
Effective 8-13-13

Jennifer Kleeger
5 ½ hr. Paraprofessional – Gateway
Effective 8-13-13

Christina Miller
5 ½ hr. Paraprofessional – James Monroe
Effective 8-13-13

Clara Miller
8 hr. Custodian – Burroughs
Effective 7-31-13

Sylvia Payanes
5 ½ hr. Paraprofessional – Richmond
Effective 8-13-13

Debora Ruth
1 ½ hr. Noon Duty Supervisor – Faller
Effective 8-13-13

Fatima Shilleh
5 ½ hr. Paraprofessional-Richmond
Effective 8-13-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Lorie Verkuyl
1 ¾ hr. Noon Duty Supervisor – Faller
Effective 8-13-13

Classified Substitutes for the 2013-2014 School Year

Eva Ashley
Sheryl Centro
Kimberly DeVore
Dillon Cromwell
Sarelle Eddins
Susan Ford
Carol Johnson
Geri Lee
David Park

8.24 CHANGE OF STATUS

Melissa Armendariz
From: 1.58 hr. Noon Duty Supervisor – Las Flores
To: 2 hr. Noon Duty Supervisor – Las Flores
Effective 8-13-13

Manuel Fierro
Added: 1 ½ hr. Noon Duty Supervisor – Faller
Effective 8-13-13

Shelley Lea
From: 8 hr. Custodian – Gateway
To: 8 hr. Head Custodian – Burroughs
Effective 8-19-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Melissa Lenderman

From: Two 1 hr. Food Service Assistant I – Mesquite

To: 3 ½ hr. Food Service Assistant II – Vieweg

Effective 8-13-13

Diane Naslund

From: 8 hr. Payroll Technician – Business Office

To: 8 hr. Secretary to the Superintendent – Superintendent's Office

Effective 7-31-13

8. EDUCATIONAL ADMINISTRATION

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

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

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit in order that the district may assign the following individuals for the 2013-2014 school year.

- Variable Term Waiver – Speech Language/Pathology Services for Charla Breitigam, SELPA
- Variable Term Waiver – Speech Language/Pathology Services for Jessica Constable, SELPA
- Variable Term Waiver – Speech Language/Pathology Services for Kimberly Heier, SELPA
- Provisional Intern Permit – Education Specialist Mild/Moderate for Hilary Johnson, James Monroe
- Short Term Staff Permit – Education Specialist Mild/Moderate for Lauren Millikin, Murray Middle
- Short Term Staff Permit – Education Specialist Mild/Moderate for Jeff Naslund, Murray Middle
- Provisional Intern Permit – Education Specialist Mild/Moderate for Abraham Otrambo, Burroughs High
- Variable Term Waiver – Speech Language/Pathology Services for Katharine Rall, SELPA

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the submission of request for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit, in order that the above named individuals may be assigned in the designated positions for the 2013-14 school year.

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract with Sy-Tech Solutions for Document Management Services

BACKGROUND INFORMATION: Sierra Sands Unified School District contracted with Sy-Tech Solutions beginning in the 2011-12 school year for archiving services. The district receives, generates and retains many documents each year and many of those documents must be retained permanently or for multiple years. District staff recognized the need for a systematic, comprehensive, and secure method of document/information preservation, storage and retrieval. A district team researched the document management service area. The proposal provided by Sy-Tech Solutions spoke to the district's need for an organized, systematic process which provides a secure, flexible and expandable document management program.

CURRENT CONSIDERATIONS: In reviewing the district's needs, staff determined that Sy-Tech Solutions continues to offer a comprehensive archiving service for the district. The district wishes to continue processing documents in this web based system and anticipates it will take several years to accomplish this task. Following the actual implementation of several departments' records, the district will annually update current files into the archive system.

FINANCIAL IMPLICATIONS: Costs associated with this service are estimated not to exceed \$22,700 for 2013-14. The unrestricted general fund is the appropriate fund source for this service.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve the contract with Sy-Tech Solutions for data management services, with costs not to exceed \$22,700 for 2013-14.

DOCUMENT SCANNING SERVICE AGREEMENT

This document scanning service contract (hereinafter referred to as "Agreement") is made and entered into by and between SyTech Solutions, Inc., (hereinafter referred to as "Contractor") and Sierra Sands, Unified School District (hereinafter referred to as "Client").

WITNESSETH

WHEREAS, Client wishes to obtain Contractor's expertise and services as they pertain to document imaging services and

WHEREAS, Contractor is knowledgeable and experienced in providing such services; and

WHEREAS, Contractor and Client wish to enter into a mutually beneficial business relationship;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed by and between the parties as follows:

I. TERM

Section 1.1 Unless it is terminated as specified in Paragraph 1.2 below, the term of this Agreement is from July 1, 2013 to June 30, 2014. The Agreement may be renewed for successive one -year periods ("Renewal Periods") by mutual agreement of the parties.

Section 1.2 Contractor or Client may terminate this Agreement or suspend its performance hereunder, without prior notice, in the event the Contractor or Client's facilities are damaged or destroyed or the Contractor or Client's performance hereunder is prevented or hindered by labor disturbances (including, but not limited to, strikes and picketing), acts of God, the elements, order of governmental, civil and military authority or any other cause (whether similar or dissimilar to the above mentioned), not within the reasonable control of the Contractor or Client.

Section 1.3 Client may, by written notice to Contractor, suspend for a specified period, in whole or in part, either payments to Contractor or Contractor's obligation to continue to provide services under the Agreement if, in the Client's sole discretion and business judgment, any material condition arises which interferes, or threatens to interfere with, the successful performance of Contractor's services or the accomplishment of the purposes thereof, or if Contractor fails, in whole or in part, to perform any material part of the terms and conditions of this Agreement.

Section 1.4 Notice of suspension hereunder to Contractor shall be sufficient if sent by Registered or Certified Mail to Contractor at the address of Contractor set forth below or if hand-delivered to Contractor.

II. SERVICES/PAYMENT

Section 2.1 Contractor agrees to perform document imaging services, in accordance with the attached Project Proposal, dated July 17, 2013, herein referred to as Exhibit A. Exhibit A may be amended, upon mutual agreement of the parties, to add additional services to be provided by SyTech Solutions to Client under the terms of this Agreement. Notwithstanding the foregoing, no changes to the Services shall be made without Client's prior written consent.

Section 2.2 Contractor shall be available to provide the services specified in Section 2.1 of this Agreement as requested by Client in coordination with timelines and deliverable dates as defined by Client and agreed upon by Contractor.

Section 2.3 Contractor's fee for services described in Section 2.1 of this Agreement shall be as outlined in the attached Project Proposal, dated January 24, 2010, herein referred to as Exhibit A. Client shall pay amounts invoiced within 30 days of receipt of Contractor's verifiable invoice for services rendered.

III. INDEPENDENT CONTRACTOR STATUS

Section 3.1 Except as provided in Attachment A, Contractor and Client are acting solely as independent contractors under this Agreement. It is expressly understood and agreed by the parties hereto that nothing in this Agreement, its provisions or transactions and relationships contemplated hereby shall constitute either party as the agent, employee, partner or legal representative of the other for any purpose whatsoever, nor shall either party hold itself out as such. Neither party to this Agreement shall have the authority to bind or commit the other party hereto in any manner or for any purpose whatsoever, except as may be expressly provided for herein, but rather each party shall at all times act and conduct itself in all respects and events as an independent contractor. This Agreement creates no relationships of joint venturers, partners, associates or principal and agent between the parties hereto.

IV. CLIENT REPRESENTATION & WARRANTIES

Section 4.1 The Client represents and warrants that:

(a) The Client has the power to enter into this Agreement and perform in accordance with the provisions hereof and that the execution and performance of the Agreement has been duly and validly authorized in accordance with all applicable laws and governing instruments including the Client's formation documents.

(b) The execution, delivery and performance by the Client of this Agreement and the consummation of the transactions contemplated hereby do not violate or conflict with the Articles of Incorporation or Bylaws of the Client, any material contract, agreement or instrument to which the Client is a party or by which it or its properties are bound, or any judgment, decree, order or award of any court, governmental body or arbitrator by which the Client is bound, or any law,

rule or regulation applicable to the Client.

V. CONTRACTOR REPRESENTATION & WARRANTIES

Section 5.1 Contractor represents and warrants that:

- (a) The Services will be delivered and/or performed in a professional and quality manner;
- (b) The Services will be delivered and/or performed in material accordance with the specifications and as represented by Contractor;
- (c) Contractor has the power to enter into this Agreement and perform in accordance with the provisions hereof and that the execution and performance of the Agreement has been duly and validly authorized in accordance with all applicable laws and governing instruments; and
- (d) The execution, delivery and performance by Contractor of this Agreement and the consummation of the transactions contemplated hereby do not violate or conflict with the Contractor's Bylaws, any material contract, agreement or instrument to which Contractor is a party or by which it is bound, or any judgment, decree, order or award of any court, governmental body or arbitrator by which Contractor is bound, or any law, rule or regulation applicable to Contractor.

Section 5.2 Contractor will be responsible for all expenses other than those set forth in section 2.3 incurred by Contractor in the performance of the services specified in Section 2.1 of this Agreement and Client shall have no obligations to reimburse Contractor for any other expenditure by it.

Section 5.3 Contractor will obtain, provide, pay for and be solely responsible for workers' compensation, business liability, public liability, comprehensive insurance and requisite federal, state and local income taxes, employee benefit contributions, including but not limited to, FICA, SDI, workers' compensation, and unemployment insurance for Contractor and Contractor's employees, agents, and all other persons or entities providing services for or on behalf of Contractor, if any. Client and Contractor understand and agree that Client has neither responsibility for nor the right to control Contractor with respect to any of the foregoing described obligations.

Section 5.4 Contractor shall hire, pay and exclusively control Contractor's employees, agents or any other persons or entities providing services for or on behalf of Contractor.

Section 5.5 Contractor shall maintain Contractor's own books and accounts.

Section 5.6 Contractor shall be responsible for the acquisition of any licenses, permits and the like required to perform the services specified in this Agreement and, further, Contractor shall be responsible for the payment of any license fees, all taxes, expenses of incorporation, if any, and permit fees required to perform the services specified in this Agreement.

Section 5.7 During the term of this Agreement, Contractor may have access to and become familiar with private, confidential and/or sensitive information belonging to Client. Contractor acknowledges and agrees that such confidential information is owned and shall continue to be owned solely by Client. During the term of this Agreement and thereafter, Contractor agrees not to use either directly or indirectly such information for any purpose or to divulge such information to any person, entity or corporation other than to Client or to persons, entities or corporations to whom Client has given its written consent, unless such information becomes publicly available by lawful means or unless Contractor is compelled to disclose such information by governmental process.

Section 5.8 During the term of this contract, Contractor shall provide to Client upon request a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. Upon request, Contractor shall also include Client, as an additional insured. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

Section 5.9 All work shall be completed at SyTech's secure Elk Grove facility, which is located at 9362 Studio Court, Elk Grove, California. Access to SyTech's stand-alone building is restricted to SyTech employees only, and the facility itself is protected with alarm system, 16 security cameras and biometric locks. Nearly all records that SyTech processes require adherence to strict privacy standards.

Section 5.10 Contractor agrees to comply with all applicable laws and regulations governing the activities and services provided under this Agreement, including provisions of the "General Educational Provisions Act", Title 20, United States Code, § 1232g, as amended, relating to family educational and privacy rights, and regulations, (34 CFR Part 99), and other applicable laws concerning the privacy and confidentiality of information and records.

VI. GENERAL PROVISIONS

Section 6.1 This Agreement shall be construed in all respects in accordance with and governed by the laws and decisions of the State of California and as drafted by both parties.

Section 6.2 If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions thereof shall not be affected thereby.

Section 6.3 This Agreement contains all of the understandings and agreements between the parties and any waiver or modification of this Agreement must be in expressly made and agreed to by Client and Contractor in writing.

Section 6.4 Any notice from one party to the other required by this Agreement shall be deemed made on the date of mailing if sent by Certified Mail and addressed to the addressees specified below:

TO SYTECH SOLUTIONS : SyTech Solutions
9362 Studio Court
Elk Grove, CA 95758
Attn: Jonathan Pritt

TO CLIENT: Sierra Sands Unified School District
113 West Felspar Ave.
Ridgecrest, CA 93555
Attn. Alison Burson

Executed this _____ day of _____, 20____.



7/18/13

CONTRACTOR
Authorized Signature

Date

Jonathan Pritt, Vice President
Printed Name and Title

Sierra Sands USD
Authorized Signature

Date

Printed Name and Title

Project Proposal

The SyTech Solutions Document Management Services:
Archival Records Conversion.



Prepared for

**Sierra Sands
Unified School District**



24 January 2010

Revised 3/15/2011

Bryan Golden
SyTech Solutions, Inc.
9362 Studio Court
Elk Grove, CA 95758
(916) 381-3010
Fax (916) 381-3350

Table of Contents

1. OVERVIEW	1
2. ABOUT SYTECH SOLUTIONS	1
3. PROJECT OBJECTIVES AND PROPOSED APPROACH	2
4. PRICING.....	7
5. CONCLUSION	8



1. OVERVIEW

This document describes the proposed approach by SyTech Solutions (SyTech) to provide Sierra Sands Unified School District (the District) with document conversion (scanning) services for their extensive backlog of student, personnel and other Class-1 permanent records. This proposal is based on our understanding of the project objectives and our significant experience in document management technology projects -- especially with California K-12 school districts.

The Sierra Sands Unified School District has a lot paper documents. Some are located in file cabinets; others in storage boxes. While most of these records are classified as "Class 1 Permanent" by state mandated retention policies, some records are not permanent. Non permanent records can likely be set-aside and destroyed after the requisite retention period expires.

In addition to the paper files, there is electronic data that has been scanned (digitized) by a prior vendor. The condition of the electronic data is unclear. If the image quality and data schema make these electronic images usable, the district will not need to re-scan the files. The electronic data can be processed and imported into SyTech's document management solution. If not, it will likely be easier to re-scan the original paper records.

On balance, Sierra Sands needs a comprehensive solution – not a fragmented scanning service, or another software product. Proposed below is a proven approach deployed by SyTech at school districts across California. It addresses the comprehensive requirements of Sierra Sands both immediately and in the future: to effectively manage their permanent records and comply with state mandated retention requirements. It is simple, affordable, and open. Equally important, the solution can be implemented in simple incremental steps, thereby spreading cost over multiple fiscal years and minimizing complexity.

2. ABOUT SYTECH SOLUTIONS

Our mission is to forge long-term partnership with the Sierra Sands Unified School District through delivering the greatest comprehensive value; a partnership that ties us to your success. SyTech has extensive experience with school record keeping practices and retention guidelines. We have helped over 50 education agencies in the K-12 environment comply with state mandated record retention guidelines. Our familiarity with school records allows us to provide an unparalleled level of customer service, letting us to serve more as a partner than a contractor. In addition, we are members of CASBO and the California School Board Association (CSBA) and frequently attend their conferences and workshops. We frequently present seminars for these associations on current issues facing information technology in schools as we continue to employ cutting edge solutions. We truly understand the required technology and



essential methods that accompany the records management needs of schools and school districts alike.

In addition to California K-12 public organizations, SyTech provides data and document technology services for over a hundred public agencies large and small. These include the Department of Water Resources, the Department of Health Services, the City of Sonoma, and the County of Alameda. Our innovative technology services were twice awarded "The Best Solution," by GTC (The Government Technology Conference), one of the nation's largest conferences for public technology service providers. Both prestigious awards recognized SyTech's innovation and affordable document technology services, first at the California Department of Parks and second at El Dorado Union High School District.

3. PROJECT OBJECTIVES AND PROPOSED APPROACH

SyTech envisions four components to address the records management needs of the Sierra Sands Unified School District.

- I. Project Setup
- II. Records Scanning
- III. Technology Employed (1DocStop)
- IV. On-going Scanning, Maintenance & Support

Part I. Project Setup -- Distinguish Permanent Records and Finalize Specifications

After approval from the District and prior to scanning, SyTech will meet with the District to verify the general requirements and any special instructions. SyTech will establish other project parameters such as document preparation instructions, a date for record pick-up, and turn-around time.

In order to avoid scanning and storing unnecessary documents, SyTech will work with the District to locate and set aside any non-permanent records. Next, SyTech will evaluate the current filing structure used by the District and create manageable, easy-to-search index fields that will become the method of retrieval once the documents have been scanned. This way, the transition from paper to electronic record storage is truly seamless.

During the assessment process, SyTech will work with Sierra Sands to identify a good starting point for scanning. This will be based on the retention and access needs. For example, a Class I document type (like, Human Resource records) will be selected for initial processing. Other record types can be processed or cued to be processed at a later date (or later fiscal year). This approach will provide the District with the flexibility needed to approach this project as budgets permit—incrementally—while solving the most critical record types first. As records types are scanned, SyTech will train district staff on how to use the system on a go-forward basis.



Additionally, during the assessment process, SyTech will take a sample of Sierra Sand's electronic data (the electronic images scanned by the previous vendor) to determine whether the data is usable. If it is usable, the district will save money by not re-scanning records.

Jonathan Pritt will provide document assessment services. Mr. Pritt has extensive experience managing imaging projects in the state and local government environment. Mr. Pritt is experience analyzing record types and classes for school districts, and has been the Project Manager for the design and installation of numerous document management systems, including systems for Alameda County, the California Department of Child Support Services, San Francisco International Airport, and Water Resources Control Board. Mr. Pritt has a Bachelors Degree (Cum Laude) from Pepperdine University and a Juris Doctor (with Honors) from Washburn University. Mr. Pritt is intimately familiar with CASBO retention requirements and will use these guidelines to distinguish permanent from non-permanent records based on the box description of the District's archived records.

Part II. Records Scanning -- Provide Backlog Conversion Services

Document Pickup

We will provide secure transportation of the documents from your district office to our facility located in Elk Grove, California.

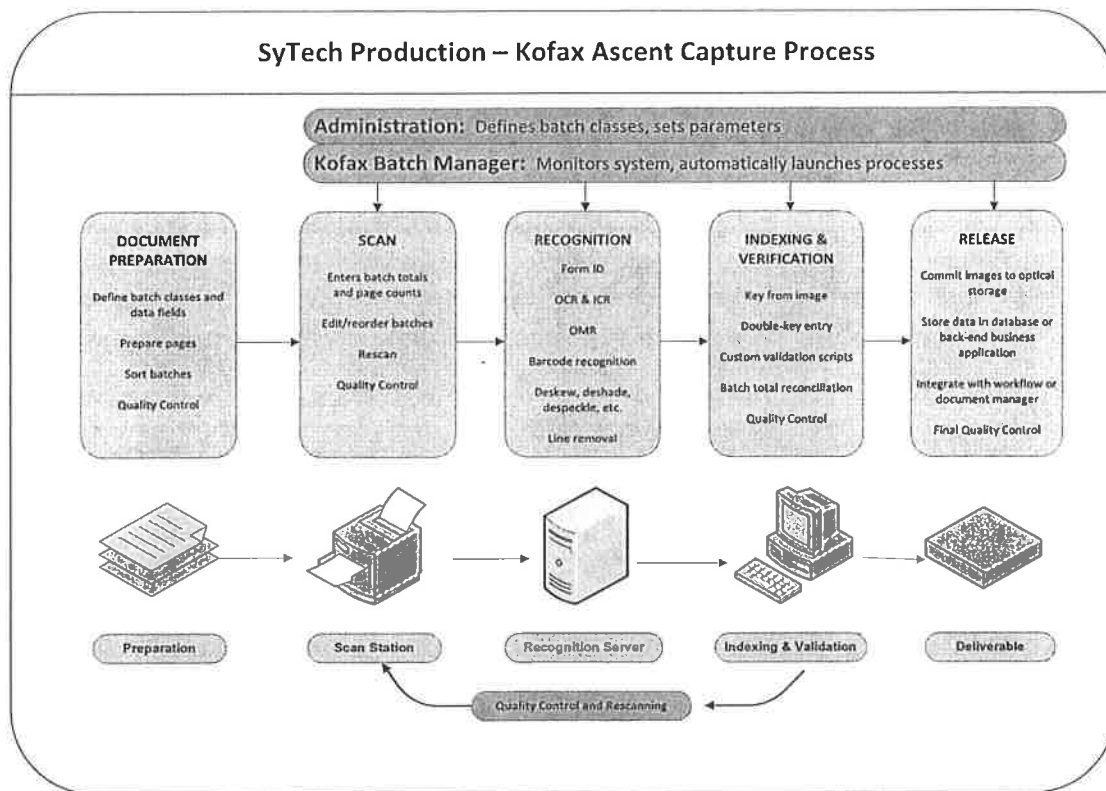
Document Preparation

Upon arrival, each box of documents will be given a label that tracks the customer, pickup, document type, and box number; for example, SSUSD.0001.0103_11. This standardizes an electronic workflow process that organizes, groups, and tracks each set of records through the various steps of the project. Document preparation will include removing any staples and paper clips, unfolding and taping of any poor quality paper, etc. Automated barcode sheets will be inserted for electronic file separation. During this process, our qualified production team pays special attention to each document's condition and its affect on the future image.



SyTech uses Kofax, the industry's leading capture software. This software tracks each box of documents through the entire conversion process, from scan to release. Kofax is simply the best production scanning environment for data accuracy and image quality. Captured images will be scanned at 200 dpi into a non-proprietary file format. SyTech recommends Group IV TIFF images.

Below is a diagram of SyTech's proven Kofax scanning process.



Indexing and Verification

Once the documents are scanned, the indexing is manually populated from the image. The index fields will be specific to each document type and identified during the project setup phase. For example, student records are usually indexed by last name, first name and date of birth. Double key verification is available for any or all fields to ensure greater accuracy. Each batch is then checked to ensure it has gone through the scanning and indexing process without error.

Optional Record Destruction and Storage

SyTech will not destroy any physical records unless authorized by the District in writing. Most schools have SyTech either return the boxes or destroy them after a set destruction period. Secure destruction of records is available for \$6.00 per box. SyTech will store the Districts boxes for six months at no cost to the District. After six months a document storage fee will be assessed of one dollar per box per month. In addition, SyTech can provide lifecycle document management, wherein the storage and destruction of records follows an agreed-upon schedule and is completely managed by SyTech.



Part III. Technology Deployed -- Document Management System (1DocStop)

Most schools pay large up-front costs to utilize document storage software, without even addressing the scanning and conversion portion of their record management problem. SyTech eliminates the need for expensive technology costs and lets you direct your resources to actually solving and digitizing your records.

1DocStop. SyTech will provide the District with a hosted solution that allows authorized users secure easy access to important documents via the internet. This solution utilizes the ASP.NET framework environment which can be leveraged for future needs and made available to various departments. SyTech's experience with document management technology and conversion services make us uniquely qualified to successfully complete and deploy this project for the District.

SyTech will custom build a portal type web interface for Client using Microsoft ASP.NET Framework. This interface is the key component of 1DocStop. The District will determine the document types and the corresponding indexing structure they would like to use for the project. The interface will be customized to reflect the indexing structure and document setup. It will also include the District's logo and reflect the appearance of a website owned by the District. Additional customization is available and charged at an hourly rate.

The newly created interface will allow authorized users to search, view, and retrieve documents via the web using a login username and password. They can also add comments to documents and bookmark documents for later review. All of these features are provided without altering the original document in any way. This forward-thinking approach requires minimal up-front investment and enables future flexibility. It can be expanded to include additional document types spreading across multiple departments.

Sample screenshots of the online interface are below:

Secure Login

1DocStop
ONE TOUCH DOCUMENT MANAGEMENT

Service Information

Welcome to 1DocStop, a service provided by SyTech Solutions, Inc. For more information on this service, please visit our website.

1DocStop.com

For login support, please contact our hosting services help desk at (800) 814-8234.

Login

Email Address:

Password:

☐ Remember Login?



Part IV. Ongoing Scanning, Maintenance & Support

SyTech prides itself in the close working relationships it has developed over the years with its education clients and will be available to provide scanning services in later years as needed by the District. Indeed, most of our clients choose to work with us on a yearly basis, and we would be happy to provide our services as needed by the District. Furthermore, SyTech will maintain and support 1DocStop, freeing up the District's IT department to focus its resources elsewhere as needed.

4. PRICING

Our solution will deliver the images in 1DocStop, an organized, simple-to-search document management solution. SyTech will work with the District as a partner to minimize any unnecessary expenditure. We provide exactly what is needed: a simple archival solution to manage, view, and access imaged permanent records. The total estimated cost to scan approximately 100 boxes of permanent records is \$18,250. This does not include any applicable sales tax. Pickup and delivery will be charged at \$200 per event.

Software Solution

Service/Product Description	Rate	Ext. Cost
Document management software solution (up to 200 gigs of storage & 20 users; includes module for web access).	\$350 per month	\$4200 annually
Set-up and Configuration	No Cost	No Cost
Annual Maintenance and Support for Software	No cost	No cost

Scanning Services

100 Boxes

Scanning Services	Amount	Rate	Ext. Cost
Document Prep	400 hours	\$15	\$6000
Image Scan	220,000 images	\$0.05	\$11000
OCR – Optical Character Rec.	22,000 images	\$.003	\$66
Document Indexing	250,000 keystrokes	\$0.005	\$1250
TOTAL			\$18,316



Below are the costs associated with optional, miscellaneous services.

Quantity	Units	Service or Product	Rate	Annual Price
	Hour	Data Migration/Professional Services	125.00	X
	Box	Document Storage (Per month) – up to 6 months no cost	1.00	X
	Image	Lifecycle Records Management (Per month)	2.00	X
	Hour	Document Retrieval Services	\$16.00	X
	Image	Remote Capture	.01	X
	Box	Certified Shredding	\$6.00	X

5. CONCLUSION

In conclusion, SyTech's approach offers many benefits to the Sierra Sands Unified School District.

- It is cheaper and far more comprehensive than an in-house method. The all-inclusive services provided by SyTech cannot be matched.
- It eliminates the need to purchase a more expensive scanning and retrieval system, as both proposed document management systems have zero up-front costs and annual maintenance costs.
- It is *simple*. SyTech takes ownership for the project so that district staff can focus on their jobs. Long-term, it provides an open solution that can be leveraged to achieve even greater business efficiencies without proprietary limits.

SyTech greatly appreciates your consideration and looks forward to creating a long-term, successful partnership with the Sierra Sands Unified School District.

11. BUSINESS ADMINISTRATION

11.2 Report to the Board Related to Change in State Funding Methodology

BACKGROUND INFORMATION: As discussed at the June 12, 2013 Board Budget Workshop and the June 20, 2013 board meeting there has been significant uncertainty surrounding the composition of the State budget as it relates to K-12 education. Because of this situation the current district budget was adopted using the Revenue Limit methodology per the guidance of Schools Services of California and Kern County Superintendent of Schools. The State budget, signed on June 27, 2013, provided a totally new formula, namely the Local Control Funding Formula (or LCFF) for funding education in California. Staff noted that the Local Control Funding Formula like the Revenue Limit is not a revenue generator, but a revenue distribution vehicle.

CURRENT CONSIDERATIONS: Staff has analyzed the 2013-14 budget under Revenue Limit as well as the Local Control Funding Formula and while changes to the way the funding formula as calculated are very different, preliminary information indicates the net effect to the Sierra Sands budget is relatively insignificant with regard to revenue. Guidance from School Services and Kern County Superintendent of Schools suggests in cases such as these the board be presented with a spreadsheet speaking to the two different methodologies. It should be noted that many important details of the LCFF have yet to be originated by the State or revealed to LEAs. Therefore, all information regarding the funding formula (LCFF) as well as the accountability provisions associated with the formula is preliminary in nature.

At this time the plan is to execute the district budget in the manner laid out in the Board Budget Workshop held on June 12, 2013 and at the June 20, 2013 board meeting. The purpose of this board item is informational only as it is the Kern County's Superintendent of Schools recommendation to make budget revisions at first interim reporting.

Due to the revolutionary nature of these changes it is anticipated that account codes used by the district will change. Other items around accountability including school site plans are also expected to change. It should be noted there are logistical as well as substantive issues associated with LCFF that are not yet known. Staff will keep the board and community informed of new developments as they arise.

FINANCIAL IMPLICATIONS: Estimated total revenue under the traditional formula is \$31,236,310 while estimated revenue under LCFF is \$31,387,755. The differences prompted by the use of the two different funding calculation systems are referenced in the attached spreadsheets.

The current LCFF target funding level of \$41,398,943 was derived from the latest official guidance from the state. It should be noted that full funding of the LCFF at this target level is not expected to be achieved until 2021-22.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for informational purposes only. A copy of this report will be forwarded to the Kern County Superintendent of Schools.

2013-14
Sierra Sands Unified - Local Control Funding Formula (LCFF)

2012/13 Funding

\$30,348,155 State Funding folded into LCFF

Includes: Revenue Limit, Supplemental Instruction, Tier III (excl County ROP and County BTSA), K-3 CSR, EIA, Transportation (incl Sp Ed)
 Does not include: ASES, Sp Ed Funding, Preschool, Food Service, Lottery, Mandate BG, County ROP, County BTSA

LCFF Calculation

Eligible % (District-wide Unduplicated EL, Free/Red, Foster) = **52.54%**

ADA (Higher of PY or CY P-2) =

1,552.16	K-3
1,065.69	4-6
683.80	7-8
1,434.02	9-12
<u>4,735.67</u>	Total

Grade Span	PY Base Grant	1.565% COLA	A CY Base Grant	B CSR, CTE Adjust	C Supplemental	D Concentration	E Base Revenue
K-3	6845	107	6952	723	806	0	\$13,164,561
4-6	6947	109	7056		741	0	\$8,309,616
7-8	7154	112	7266		763	0	\$5,490,552
9-12	8289	130	8419	219	908	0	\$13,688,628
							<u>\$40,653,357</u>

Base Revenue	Add-ons Transportation	TIIG	2020-21 LCFF Target
\$40,653,357	\$532,175	\$213,933	\$41,399,465

Summary

12-13 Deficited State Funding	\$30,348,155	What we got in 12-13
12-13 Adjusted Base Funding	\$30,050,893	What our adjusted 12-13 base funding is; adjusted for decline/growth in ADA
13-14 Proposed LCFF Target	\$41,399,465	What our LCFF Target is
13-14 Proposed LCFF Funding	\$31,387,755	What we will get in 13-14 on LCFF
13-14 Traditional Formula Est	\$31,236,310	What we would get in 13-14 under traditional formula

Sierra Sands Unified School District
General Fund Unrestricted
2013/2014 Approved Budget v 2013/2014 Budget under LCFF Comparison Report

		COLUMN A 2013/2014 Budget under LCFF	COLUMN B 2013/2014 Approved Budget	DIFFERENCE
Projected Fund Balance	Objects			
July 1 Beginning Fund Balance		\$7,145,177	\$7,145,177	
Add: Revenues (<i>Column A - Column B</i>) *	8000-8999	\$31,898,816	\$29,002,318	\$2,896,498
Less: Expenditures (<i>Column B - Column A</i>) **	1000-7999	\$34,693,786	\$31,877,295	-\$2,816,491
June 30 Ending Fund Balance		\$4,350,207	\$4,270,200	
Less: Stores, Prepaid Expenses & Revolving Cash (<i>Column B - Column A</i>)		\$72,000	\$72,000	
Less: 5% Reserve for Economic Uncertainties (<i>Column B - Column A</i>)		\$2,171,823	\$2,171,823	
Available Ending Fund Balance as of June 30		<u>\$2,106,385</u>	<u>\$2,026,377</u>	
ADD: Revenues				<i>(Column A - Column B)</i>
Revenue Limit/LCFF Sources	8010-8099	\$30,987,392	\$25,081,051	\$5,906,341 ¹
Federal Revenues	8100-8299	\$1,504,813	\$1,504,813	\$0
Other State Revenues	8300-8599	\$1,285,978	\$4,276,280	-\$2,990,302 ²
Other Local Revenues	8600-8799	\$442,325	\$421,325	\$21,000 ³
Total Revenues		<u>\$34,220,508</u> ^a	<u>\$31,283,469</u>	<u>\$2,937,039</u>
LESS: Expenditures				<i>(Column B - Column A)</i>
Certificated Salaries	1000-1999	\$14,670,453	\$13,897,485	-\$772,968 ⁴
Classified Salaries	2000-2999	\$4,726,150	\$3,946,893	-\$779,257 ⁵
Benefits - Current Employees	3000-3999	\$8,353,956	\$7,522,834	-\$831,122 ⁶
Benefits - Retirees	370X & 390X	\$1,422,874	\$1,422,874	\$0
Books and Supplies	4000-4999	\$1,425,612	\$1,077,800	-\$347,812 ⁸
Services and Operating Expenses	5000-5999	\$3,111,801	\$3,042,481	-\$69,320 ⁹
Capital Outlay	6000-6599	\$334,300	\$334,300	\$0
Other Outgo	7100-7299 7400-7499	\$445,312	\$445,312	\$0
Indirect Costs	7300-7399	-\$126,424	-\$142,436	-\$16,013 ¹⁰
Total Expenditures		<u>\$34,364,034</u> ^b	<u>\$31,547,543</u>	<u>-\$2,816,491</u>
ADD: Interfund Transfers In				<i>(Column A - Column B)</i>
Transfer In	8910-8929	\$309,776	\$309,776	\$0
Total Interfund Transfers In		<u>\$309,776</u> ^c	<u>\$309,776</u>	<u>\$0</u>
LESS: Interfund Transfers Out				<i>(Column B - Column A)</i>
Transfer Out - Fund 14 (Deferred Maintenance)	7610-7629	\$267,175	\$267,175	\$0
Transfer Out- Fund 17 (Reserve)	7610-7629	\$0	\$0	\$0
Transfer Out- Fund 17 (Golden Handshake)	7610-7629	\$62,577	\$62,577	\$0
Total Interfund Transfers Out		<u>\$329,752</u> ^d	<u>\$329,752</u>	<u>\$0</u>
LESS: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***				<i>(Column A - Column B)</i>
Resource 2200 - Continuation High School	8980	\$0	-\$300,303	\$300,303 ¹¹
Resource 6500 - Special Education	8980	-\$2,531,468	-\$1,296,796	-\$1,234,672 ¹²
Resource 7230 - Home to School Transportation	8980	\$0	-\$237,787	\$237,787 ¹³
Resource 7240 - Special Ed Transportation	8980	\$0	-\$656,041	\$656,041 ¹⁴
Resource 9021 - Sierra Vista Center	8980	-\$100,000	-\$100,000	\$0
Total Encroachment Contributions		<u>-\$2,631,468</u> ^e	<u>-\$2,590,927</u>	<u>-\$40,541</u>
Net Revenue less Expenditures (a + c + e) - (b + d)		<u>-\$2,794,970</u>	<u>-\$2,874,977</u>	

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

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

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

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

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

Sierra Sands Unified School District
General Fund Unrestricted
2013/2014 Approved Budget vs. 2013/2014 Budget under LCFF Notes

- 1 The Local Control Funding Formula (LCFF) was put into law by the 2013-14 State budget act. Nearly all state educational funding has now been replaced by this new formula. The total shown in Column A is the total estimated LCFF funding to be received by the district, minus transfers to Fund 11 for Adult Education (201K) and Fund 14 for Deferred Maintenance (198K).
- 2 Reduction shown is a result of other state funding that has been replaced by the LCFF including K-3 CSR (890K), Tier III funding (1.8M), and Supplemental Instruction funding (210K). Remaining unrestricted state funding outside of the LCFF include County ROP (470K), Mandate BG (170K), County BTSA (19K), and Lottery (620K).
- 3 Bus pass revenue moved to the unrestricted general fund as transportation funding is included as an add-on to the LCFF.
- 4 Increases in expenses reflective of expenses moved from restricted to unrestricted as a result of program funding replaced by the LCFF. Expenses related to EIA, Transportation, and Continuation High School are now moved to unrestricted.
- 5 See note #4
- 6 See note #4
- 7 See note #4
- 8 See note #4
- 9 See note #4
- 10 As EIA has been replaced by the LCFF, indirect costs can no longer be charged to the program.
- 11 Continuation High School funding previously came from a required Revenue Limit transfer. Revenue Limits have been replaced by the LCFF, so funding and expenses for this program are to be accounted for in the unrestricted general fund. It is unclear if there will be a required LCFF transfer to Continuation High School programs.
- 12 Special Education state funding is not included in the LCFF, however a Revenue Limit transfer was required in past years. Revenue Limits have been replaced by the LCFF and it is unclear if there will be a required LCFF transfer to Special Education. Without this transfer, encroachment to the unrestricted general fund increases.
- 13 Transportation funding is included as an add-on to the LCFF. As the LCFF funding is accounted for in the unrestricted general fund, all expenses for transportation have been moved from restricted to unrestricted.
- 14 See note #13

Sierra Sands Unified School District
General Fund Restricted
2013/2014 Approved Budget v 2013/2014 Budget under LCFF Comparison Report

		COLUMN A 2013/2014	COLUMN B 2013/2014	
	Objects	<u>Budget under LCFF</u>	<u>Approved Budget</u>	<u>DIFFERENCE</u>
Projected Fund Balance				
July 1 Beginning Fund Balance		\$619,839	\$619,839	
Add: Revenues <i>(Column A - Column B) *</i>	8000-8999	\$8,690,428	\$11,506,919	-\$2,816,491
Less: Expenditures <i>(Column B - Column A) **</i>	1000-7999	\$8,742,668	\$11,559,159	\$2,816,491
June 30 Ending Fund Balance		<u>\$567,599</u>	<u>\$567,599</u>	
ADD: Revenues				
				<i>(Column A - Column B)</i>
Revenue Limit Sources	8010-8092	\$0	\$1,754,088	-\$1,754,088
Federal Revenues	8100-8299	\$2,563,643	\$2,563,643	\$0
Other State Revenues	8300-8599	\$3,320,317	\$4,402,260	-\$1,081,943
Other Local Revenues	8600-8799	\$175,000	\$196,000	-\$21,000
Total Revenues		<u>\$6,058,960</u> <i>a</i>	<u>\$8,915,991</u>	<u>-\$2,857,031</u>
LESS: Expenditures				
				<i>(Column B - Column A)</i>
Certificated Salaries	1000-1999	\$3,477,489	\$4,250,457	\$772,968
Classified Salaries	2000-2999	\$1,296,673	\$2,075,930	\$779,257
Benefits - Current Employees	3000-3999	\$2,228,428	\$3,059,550	\$831,122
Books and Supplies	4000-4999	\$284,904	\$632,715	\$347,812
Services and Operating Expenses	5000-5999	\$1,105,967	\$1,175,287	\$69,320
Capital Outlay	6000-6599	\$0	\$0	\$0
Other Outgo (Lease Rev Bond Paym)	7100-7299 7400-7499	\$292,783	\$292,783	\$0
Indirect Costs	7300-7399	\$56,424	\$72,436	\$16,013
Total Expenditures		<u>\$8,742,668</u> <i>b</i>	<u>\$11,559,159</u>	<u>\$2,816,491</u>
ADD: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***				
				<i>(Column A - Column B)</i>
Resource 2200 - Continuation High School	8980	\$0	\$300,303	-\$300,303
Resource 6500 - Special Education	8980	\$2,531,468	\$1,296,796	\$1,234,672
Resource 7230 - Home to School Transportation	8980	\$0	\$237,787	-\$237,787
Resource 7240 - Special Ed Transportation	8980	\$0	\$656,041	-\$656,041
Resource 9021 - Sierra Vista Center	8980	\$100,000	\$100,000	\$0
Total Encroachment Contributions		<u>\$2,631,468</u> <i>c</i>	<u>\$2,590,927</u>	<u>\$40,541</u>
Net Revenue less Expenditures (a + c) - b		<u>-\$52,240</u>	<u>-\$52,240</u>	

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

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

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

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

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

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in July, 2013 are submitted for approval. “A” warrants totaled \$654,453.24. “B” warrants totaled \$419,181.76

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of **JULY 2013**
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$155,417.76
End of month classified	\$242,031.47
10th of month certificated	\$150,649.71
10th of month classified	\$106,354.30
Total "A" Warrants	\$654,453.24

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 1	\$85,415.50
Batch 2	Food Service
Batch 3	\$44,495.62
Batch 4	\$102,100.37
Batch 5	\$3,179.55
Batch 6	\$6,698.77
Batch 7	\$4,599.20
Batch 8	August
Batch 9	\$117,895.77
Batch 10	Food Service
Batch 11	\$2,475.00
Batch 12	\$154,422.35
Batch 13	August
Batch 14	August
Batch 15	August
Batch 16	August
Total "B" Warrants	\$419,181.76

12. CONSENT CALENDAR

12.2 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the
2013-14 School Year

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

The Workability I program at Burroughs High School has been coordinated by Mrs. Ester Sires for 15 years. Mrs. Sires has developed a program that is exemplary in the state. All special education students at BHS benefit from the program, either by direct or indirect services. Mrs. Sires resigned from Sierra Sands Unified School District as a special education teacher at the end of the 2007/08 school year and has worked as the Workability Program Director for Sierra Sands since the 2008-09 school year.

CURRENT CONSIDERATIONS: The SELPA wishes to continue to employ Mrs. Sires in the position of Program Director for the Workability I program. This allows continuity in the program at Burroughs High School. Her expertise in the area of workability has resulted in an exemplary program in the Sierra Sands Unified School District and her continuation in the role of Program Director has ensured that the Workability Program maintains the services for the special education students at Burroughs High School that have been available for the past 18 years.

FINANCIAL IMPLICATIONS: The cost of employing Mrs. Sires as Program Director for the Workability I program is \$ 9,600 plus travel expenses, not to exceed \$7,300, which will be paid for by the money in the special Workability account and will not be a cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board give approval to employ Mrs. Esther Sires as Program Director for the Workability I Program for the 2013-2014 school year as presented.



SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 Felspar
Ridgecrest, California 93555

CONTRACT FOR PROFESSIONAL SERVICES

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

1. Contractor shall provide the following professional services and all materials: WorkAbility Program Coordinator and clerical support.
2. Contractor shall complete all services no later than June 30, 2014.
3. Contractor shall hold District harmless for any loss, damage, or injury arising from the performance of service.
4. District shall compensate Contractor the total sum of \$9,600 for services as the WorkAbility Program Coordinator and clerical support and an amount not to exceed \$7,300 for WorkAbility conferences and business meetings for all services rendered.
5. District shall, within 30 days after presentation of receipts, reimburse Contractor for Travel, accomodations, and meal expenses.
6. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.

AGREED BY CONTRACTOR

Authorized Signature

Date: _____

Esther Sires

Company Name

725 Peg Street

Street Address

Ridgecrest, CA 93555

City/State/Zip

Social Security or Employer Identification Number

AGREED BY DISTRICT

Authorized Signature

Date: _____

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

& 01-6520-0-5200.00-5001-2100-709-00-000-0000

\$7,300

Budget Code

79813

Requisition No.

12. CONSENT CALENDAR

12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a
Temporary Basis to Fund 12 (Preschool) throughout the 2013-14 School Year

BACKGROUND INFORMATION: The district has operated a state preschool at the Inyokern Elementary School since 1998. In January of 2006, a second state preschool program began operation at Pierce Elementary School. In January of 2009, a third state preschool program associated with Faller Elementary School began. All three preschools are well attended and are successfully accomplishing their mission. As part of the preschool program, the district contracts with High Desert Leapin' Lizards for staff and other support. In its role as fiscal agent, the district handles the billing, receives reimbursements, orders materials, acts as purchasing agent, and pays all the bills associated with all three preschools.

CURRENT CONSIDERATIONS: The preschool program is funded through reimbursements from the state after expenses have been incurred. The staff at High Desert Leapin' Lizards is paid bimonthly while Sierra Sands Unified School District is reimbursed by the state on a monthly basis. With three fully staffed preschools, the preschool fund (Fund 12) may experience a temporary shortage of funds periodically throughout the year, due to the fact that the state reimburses once per month and salaries must be paid twice a month. In order to ensure timely payments, approval is requested for the periodic advancement of monies from the unrestricted general fund to Fund 12 on a temporary basis for the 2013-14 school year. This assistance was extended to the program during the 2012-2013 school year with no adverse effect on the district.

FINANCIAL IMPLICATIONS: There will be no net cost to the district. All funds will be replaced in the unrestricted general fund prior to the close of the 2013-14 fiscal year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the utilization of general fund monies to temporarily fund preschool expenses on an as needed basis for the 2013-14 school year. The general fund will be reimbursed for these expenditures upon receipt of funding from the state.

12. CONSENT CALENDAR

12.4 Approval of Agreement with Southern Sierra Boys and Girls Club for Use of
Facilities at Gateway and Las Flores Elementary Schools (Goal #2, #4, #5)

BACKGROUND INFORMATION: The Sierra Sands Unified School District has had an agreement with the Southern Sierra Boys and Girls Club to provide an after school program for children 5-12 years of age at Las Flores Elementary School since 2004. A second program was initiated at Gateway Elementary School in the 2012-13 school year. The program provides intervention, supervised homework, and training in study skills and technology. There is also time for athletic and physical recreation, as well as career and social development activities. The program operates from 2:15 p.m. to 6:15 p.m. on days when school is in session for a full day. The Southern Sierra Boys and Girls Club pays the district monthly for the actual cost of utilities and custodial supplies utilized by the program.

CURRENT CONSIDERATIONS: It is the desire of the Southern Sierra Boys and Girls Club and recommendation of staff that the attached agreements with the District be ratified to continue the after school program at Las Flores Elementary School and Gateway Elementary School for the 2013-14 school year. The terms and conditions of the agreement are the same as those in the agreement approved in 2008-2009. District and school site staff are supportive of continuance of the program under these terms and conditions.

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

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the agreements with Southern Sierra Boys and Girls Club to continue the after school program at Las Flores Elementary School and at Gateway Elementary School for the 2013-14 school year as presented.

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

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

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

The program is to provide intervention, supervised homework/study skills/technology, athletic and physical recreation, along with social and career development activities for members in a safe, positive and fun environment. The program will operate from 2:15 p.m. to 6:15 p.m. every day school is in session for a full day during the 2013-14 school year. The program will operate from 1:00 p.m. to 6:15 p.m. on the days school is on a minimum day schedule. During in-service days and other events enunciated in Attachment #1, Gateway may require the use of the cafeteria (multi-purpose room) and/or computer lab and library/media center. If that is the case, suitable alternative facilities will be arranged by the principal of Gateway Elementary School, if necessary. On the dates when Back to School Night and Open House will be held, Gateway will be unable to provide space on those occasions. Attachment #2 provides the dates which the Boys and Girls Club anticipates that it will not use the facilities at the Gateway Elementary School site. If the Club finds that there will be other times during the year that it will not be operating its program, it is agreed that the Club will communicate that information via letter, telefax or email to the District Office, the Transportation Department and Gateway with a minimum of a 24-hour advanced notice.

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

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

operates. This reimbursement cost will be collected on the 25th of each month commencing on September 25 in 2013 through June 2014.

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

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

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

By August 29, 2013, the Club will originate and provide to Gateway administrative staff a current list of all Club staff expected to be on the Gateway School site. Changes in both Sierra Sands Unified School District and Club contract information will be provided within five days of the change.

The following signatures reflect the authorization agents of the respective parties and the agreement of the conditions herein. This agreement will commence on a date to be agreed upon and will terminate on May 29, 2014. Extension of the agreement beyond May 29, 2014, change of this agreement or withdrawal from this contract can be negotiated with the mutual agreement of both parties with a ninety (90) day written notice to the other party. Sierra Sands and the Club will provide a ninety (90) day written notice if renewal beyond the dates of May 29, 2014 is not intended.

Joanna Rummer, Superintendent
Sierra Sands Unified School District

Date

Patricia Miller
Southern Sierra Boys and Girls Club Board

Date

Dennis Young
Southern Sierra Boys & Girls Club
Board President

Date

Attachment #1

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

- Back to School Night
- Book Fair
- Open House
- Holidays
- Family Nights
- District Grade Level Meetings
- PTO Events (i.e. Carnival)
- Special Education Trainings
- Other Events TBD

Attached #1 relates to specific Gateway School events, the dates of which will be determined for the 2013-14 school year. This information will be included in the contract upon finalization.

Attachment #2

Southern Sierra Boys and Girls Club closure dates for school year 2013-14.

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

With respect to closure dates, it is the intention of the Southern Sierra Boys and Girls Club to align its closure dates to coincide with the Sierra Sands Unified School District calendar for 2013-14.

Attachment #3

Computer Lab Guidelines

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

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

All computer lab activities will be supervised by an adult.

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

Lab Closures

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

Attachment #3 relates to specific Gateway events, the dates of which are to be determined for the 2013-14 school year.

Attachment #4

General Library Rules

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

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

Attachment #5

Rules for Use of Classroom Space

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

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

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

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

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

The program is to provide intervention, supervised homework/study skills/technology, athletic and physical recreation, along with social and career development activities for members in a safe, positive and fun environment. The program will operate from 2:15 p.m. to 6:15 p.m. every day school is in session for a full day during the 2013-14 school year. The program will operate from 1:00 p.m. to 6:15 p.m. on the days school is on a minimum day schedule. During in-service days and other events enunciated in Attachment #1, Las Flores may require the use of the cafeteria (multi-purpose room) and/or computer lab and library/media center. If that is the case, suitable alternative facilities will be arranged by the principal of Las Flores Elementary School, if necessary. On the dates when Back to School Night and Open House will be held, Las Flores will be unable to provide space on those occasions. Attachment #2 provides the dates which the Boys and Girls Club anticipates that it will not use the facilities at the Las Flores Elementary School site. If the Club finds that there will be other times during the year that it will not be operating its program, it is agreed that the Club will communicate that information via letter, telefax or email to the District Office, the Transportation Department and Las Flores with a minimum of a 24-hour advanced notice.

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

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

program operates. This reimbursement cost will be collected on the 25th of each month commencing on September 25 in 2013 through June 2014.

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

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

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

By August 29, 2013, the Club will originate and provide to Las Flores administrative staff a current list of all Club staff expected to be on the Las Flores School site. Changes in both Sierra Sands Unified School District and Club contract information will be provided within five days of the change.

The following signatures reflect the authorization agents of the respective parties and the agreement of the conditions herein. This agreement will commence on a date to be agreed upon and will terminate on May 29, 2014. Extension of the agreement beyond May 29, 2014, change of this agreement or withdrawal from this contract can be negotiated with the mutual agreement of both parties with a ninety (90) day written notice to the other party. Sierra Sands and the Club will provide a ninety (90) day written notice if renewal beyond the dates of May 29, 2014 is not intended.

Joanna Rummer, Superintendent
Sierra Sands Unified School District

Date

Patricia Miller
Southern Sierra Boys and Girls Club Board

Date

Dennis Young
Southern Sierra Boys & Girls Club
Board President

Date

Attachment #1

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

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

Attached #1 relates to specific Las Flores School events, the dates of which will be determined for the 2013-14 school year. This information will be included in the contract upon finalization.

Attachment #2

Southern Sierra Boys and Girls Club closure dates for school year 2013-14.

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

With respect to closure date, it is the intention of the Southern Sierra Boys and Girls Club to align its closure dates to coincide with the Sierra Sands Unified School District calendar for 2013-14.

Attachment #3

Computer Lab Guidelines

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

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

All computer lab activities will be supervised by an adult.

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

Lab Closures

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

Attachment #1 relates to specific Las Flores events, the dates of which are to be determined for the 2013-14 school year.

Attachment #4

General Library Rules

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

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

Attachment #5

Rules for Use of Classroom Space

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

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

12. CONSENT CALENDAR

12.5 Approval of Interdistrict Transfer Agreement for Bain

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

CURRENT CONSIDERATIONS: Mr. Charles J. Bain, father of Charles L. Bain has requested an interdistrict transfer agreement from Trona Unified School District. Both parents work in Ridgecrest. Charles has been released by Trona Unified School District

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

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the interdistrict transfer requests for Charles L. Bain.