

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**JULY 17, 2014
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

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

2. APPROVAL OF MINUTES of the regular and special meetings of June 19, 2014 and the special meetings of June 24, 2014.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

5.2 Superintendent's Report

- Enrollment Update

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

5.4 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Revisions to English Learner Development Courses for Grades 6-12

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0200 and Review of Administrative Regulation 0200, Goals for the School District

7.2 Revisions to Exhibit 6163.4, Student Use of Technology

7.3 Revisions to AR 4040, Employee Use of Technology and Addition of Exhibit 4040, Employee Use of Technology Acceptable Use Agreement

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 Adoption of Resolution #2 1415, Reduction of Classified Service

9. GENERAL ADMINISTRATION

9.1 Appointment of Student Member to the Board of Education for the 2014-15 School Year Fall Semester

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

10. CONSTRUCTION ADMINISTRATION

10.1 Approval to Negotiate a Contract for Architectural Services

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

12.1 “A”&“B” Warrants

12.2 Approval of Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroft, LLP

12.3 Adoption of Resolution #1 1415 Child Care and Development for 2014-15, State Pre-school Program

12.4 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2014-15 School Year

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be August 21, 2014.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 24, 2014
TIME OF MEETING: 6:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the Special Concurrent Agenda will be heard following Item 11.2.

11. BUSINESS ADMINISTRATION

11.1 Adoption of the 2014-17 Local Control and Accountability Plan (LCAP)

Motion passed to adopt the 2014-17 Local Control and Accountability Plan.
FARRIS/DIETRICHSON

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

Superintendent Rummer would like it noted that her comment at the regular board meeting of June 19, 2014 regarding the \$20.00 per hour stipend for certificated training not being addressed in the DATA contract was incorrect. This item is addressed in the DATA contract.

11.2 Adoption of the Proposed Budget for Fiscal Year 2014-15

Motion passed to adopt the proposed budget for the 2014-15 school year.
DIETRICHSON/CASTILLO-COVERT

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

12. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: June 24, 2014
TIME OF MEETING: 6:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted and will be heard following Item 11.2 on the Special Board Meeting Agenda.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 CHANGE OF STATUS

Motion passed to adopt personnel action 8.11 as presented.
FARRIS/CASTILLO-COVERT

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

9. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: June 19, 2014

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

MEMBERS ABSENT: Scott

STAFF PRESENT: Joanna Rummer, Superintendent

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting the Special Concurrent Agenda will be heard following Item 8.6 and the Inyo-Kern Schools Financing Authority Agenda will be heard following Item 10.2.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of May 15, 2014 and the special meetings of June 10, 2014 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing for the Proposed Local Control Accountability Plan (LCAP)

Public hearing opened at 7:07 p.m. for the Proposed Local Control Accountability Plan (LCAP). Barb Walls, DATA president commented during the public hearing. She feels the association has not had enough input on this plan due to the timing of the LCAP meetings conflicting with association meetings. She specifically wants to address teachers receiving/giving training after their regular school hours. The collaboration time in the district is specifically stipulated at \$20 per hour. They want to be paid their hourly wage. This is an issue because at the last association meeting, teachers said they won't participate in the training at \$20 per hour. The way the LCAP is written does not allow for any change so even if they would go back to the table and change this, it would not change in the LCAP for 3 years. The language needs to change so that it can allow for some other time for training other than after school hours. Just because it is in the LCAP, doesn't mean that teachers are required to do it and that's a problem. She is also concerned about \$500,000 for high school career and tech readiness. She would like

to see a breakdown of that money. There is language that the association would specifically like to see in the LCAP regarding a highly qualified teaching staff, staff development and competitive salaries for certificated and classified. The LCAP specifies that associations have to be consulted on this plan so this is what they want. By the next board meeting, this can hopefully happen.

Hearing no other comments the public hearing closed at 7:18 p.m.

4.2 Public Hearing for the Sierra Sands Unified School District Budget for Fiscal Year 2014-15

Public hearing opened at 7:18 p.m. and hearing no comments was closed at 7:19 p.m.

4.3 Public Hearing for Initial Sunshine Contract Proposal for 2014-15 from the Board of Education to the Desert Area Teachers Association

Public hearing opened at 7:19 p.m. and hearing no comments was closed at 7:20 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

Board Member Amy Castillo-Covert reported that Congressman Kevin McCarthy was elected as House Majority Leader. She noted that he is a strong advocate for the Sierra Sands Unified School District.

5.2 Superintendent's Report

Mrs. Rummer reported the district is down by 84 students from this time last year but our attendance continues to hold strong at 95.4%. She noted that this is her last regular board meeting before retiring and thanked the board, staff, and community for their support over the years.

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

Barb Walls, President of the Desert Area Teachers Association, expressed thanks to all who were involved in the negotiations process. DATA held elections with these results: Barb Walls will continue as president but will not negotiate next year, Vanessa Vaughn-Springs – vice-president, Marla Hale – secretary, Steve Smith – treasurer. DATA looks forward to working on the LCAP to have their input considered and see their changes made.

5.4 Communications from the public

Tristan Kratz and Judy Dwyer spoke during communications from the public.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Middle School Mathematics Courses that Align to Common Core

Motion passed to approve the middle school mathematics courses that align to Common Core.
DIETRICHSON/CASTILLO-COVERT

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

6.2 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2014-15 School Year

Motion passed to approve the Consolidated Application for Funding Categorical Programs.
CASTILLO-COVERT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
ABSENT: 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 8.1 and 8.2 as presented.
DIETRICHSON/CASTILLO-COVERT

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

8.3 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

Motion passed to ratify the tentative agreement between DATA and the Board of Education regarding settlement of contract issues for 2013-14 and 2014-15.
DIETRICHSON/CASTILLO-COVERT

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

8.4 Ratification of Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

Motion passed to ratify the tentative agreement between DAGA and the Board of Education regarding settlement of contract issues for 2013-14 and 2014-15.
CASTILLO-COVERT/DIETRICHSON

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

8.5 Ratification of Tentative Agreement between the California School Employees Association (CSEA) and the Board of Education Regarding Settlement of Contract Issues for 2013-14 and 2014-15

Motion passed to ratify the tentative agreement between CSEA and the Board of Education regarding settlement of contract issues for 2013-14 and 2014-15.

DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

8.6 Approval of Salary Schedules for Management and Confidential Employees, 2013-14 and 2014-15 School Years

Motion passed to approve the salary schedule for management and confidential employees, 2013-14 and 2014-15 school years. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Francis Maurice donated a Samsung Printer with an estimated cash value of \$350 and ink cartridges for the above named printer with an estimated cash value of \$150 to be used at Gateway Elementary School. Mark McKinney made a cash donation of \$125 to be used for the Murray Middle School orchestra program. An anonymous cash donation of \$600 was made to be used for Mrs. Cosner's music program at Mesquite High School. The following cash donations were made to be used for student sponsorship of the Murray Middle School Magic Mountain trip: Giovanni Velasco, \$45; Stephanie Hudson, \$200; Lynne Hetherton, \$135; Valerie Bennett, \$105; Bonnie Mann, \$45; Sue Marvin, \$45; Kirsti Smith, \$100; Shelley MacKenzie, \$45; Teri Cleveland, \$45; Desiree Trudy, \$45; Mike Robbins, \$45; and Robin Zurn, \$45. PEARL/CASTILLO-COVERT

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

ABSENT: Scott

9.2 Board Member Travel, National Association of Federally Impacted Schools (NAFIS)

The board reviewed the NAFIS travel activity. No action was taken.

10. CONSTRUCTION ADMINISTRATION

10.1 Request Permission to Contract with RBB Architects, Inc. for Services to Provide Architectural and Engineering Services Related to the Heating and Cooling Equipment Located at Two SSUSD School Sites

Motion passed for approval to contract with RBB Architects, Inc. for services to provide architectural and engineering services related to the heating and cooling equipment located at two SSUSD school sites. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

10.2 Request Permission to Use Inyo-Kern Schools Financing Dollars to Contract with RBB Architects, Inc. for Services to Provide Architectural and Engineering Services Related to the Heating and Cooling Equipment Located at SSUSD School Sites

Motion passed to approve the use of IKSFA funds to contract with RBB Architects, Inc. for services to provide architectural and engineering services related to the heating and cooling equipment located at SSUSD school sites. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:00 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 8:02 p.m.

10.3 Approval of Resolution #26 1314 Identifying District Representatives Who Will Certify Documents and Act as Liaisons with the State Allocation Board

Motion passed to approve Resolution #26 1314 Identifying District Representatives who will Certify Documents and act as Liaisons with the State Allocation Board with an amended effective date of July 1, 2014. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

10.4 Approval of Resolution #27 1314 Certifying the Number of Unhoused Pupils in the Sierra Sands Unified School District

Motion passed to approve Resolution #27 1314 Certifying the Number of Unhoused Pupils in the Sierra Sands Unified School District. CASTILLO-COVERT/DIETRICHSON

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

ABSENT: Scott

10.5 Request Permission to Incur Additional Costs Associated with DOD/OEA Modernization Project at Sherman E. Burroughs High School

Motion passed for approval to incur additional costs associated with DOD/OEA Modernization Project at Burroughs High School. DIETRICHSON/CASTILLO-COVERT

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

ABSENT: Scott

10.6 Request Permission to Incur Additional Architectural and Engineering Costs Associated with Compliance with Direction from the Department of State Architect to Include Plans to Remediate Deficient Heating and Air Conditioning Equipment into the Plans for the DOD/OEA School Facilities Modernization and Construction Located at Sherman E. Burroughs High School

Motion passed for approval to incur additional architectural and engineering costs associated with compliance with direction from the Department of State Architect to include plans to

remediate deficient heating and air conditioning equipment into the plans for the DOD/OEA School Facilities Modernization and Construction located at Burroughs High School.
DIETRICHSON/CASTILLO-COVERT

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

11. BUSINESS ADMINISTRATION

11.1 Adoption of Resolution #28 1314 Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

Motion passed to adopt Resolution #28 1314 Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account. CASTILLO-COVERT/DIETRICHSON

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

11.2 Request Permission to Contract with Government Financial Strategies, Inc. for Services to the District as its Financial Advisor

Motion passed for permission to contract with Government Financial Strategies, Inc. for services to the district as its financial advisor. DIETRICHSON/CASTILLO-COVERT

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

11.3 Approval to Increase the Price of School Breakfast and Lunch

Motion passed to approve the increase in the cost of school breakfast and lunch.
CASTILLO-COVERT/DIETRICHSON

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

11.4 Approval of Professional Services Agreement with Schools Legal Services

Motion passed to approve the professional services agreement with Schools Legal Services.
DIETRICHSON/PEARL

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

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

12.2 Approval of Agreement with Dannis Woliver Kelley

12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) Throughout the 2014-15 School Year

12.4 Approval of Recommendations for Expulsion, Expulsion Cases #12 1314, #13 1314, and #14 1314

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

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8.42 p.m.

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: June 19, 2014
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell
MEMBERS ABSENT: Scott
STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

8. PERSONNEL ADMINISTRATION

8.7 Approval of Amendment to the Superintendent's Contract

Motion passed to approve the amendment to the agreement with the superintendent.
DIETRICHSON/CASTILLO-COVERT

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

9. ADJOURNMENT

THE BOARD OF EDUCATION

Tom Pearl, Vice President/Clerk

Joanna Rummer, Secretary to the Board

Sierra Sands Unified School District
Tenth Month Enrollment 2013-2014

SCHOOL	2013-14 YTD %	2012-13 YTD %	K	1	2	3	4	5	6	7	8	9-12	SDC	2013-14 TOTAL	2012-13 TOTAL	CHANGE
FALLER	96.0%	96.4%	71	73	76	73	74	73						440	475	-35
GATEWAY	95.5%	95.8%	49	61	78	69	63	72					24	416	425	-9
INYOKERN	95.4%	95.0%	28	28	28	20	30	27						161	180	-19
LAS FLORES	95.3%	95.4%	128	73	73	74	73	76						497	428	69
PIERCE	95.7%	95.3%	55	60	50	52	61	51						329	336	-7
RAND	95.6%	94.4%	1	5	1	1								8	9	-1
RICHMOND ANNEX	93.4%	92.1%											98	98	100	-2
RICHMOND	96.6%	95.9%	56	66	68	50	57	61						358	383	-25
TOTAL K - 5	95.7%	95.6%	388	366	374	339	358	360					122	2307	2336	-29
MONROE	95.0%	95.0%							143	139	146		32	460	501	-41
MURRAY	95.8%	95.6%							192	190	186		24	592	574	18
TOTAL 6 - 8	95.4%	95.3%							335	329	332		56	1052	1075	-23
BURROUGHS	95.1%	95.2%										1255	67	1322	1329	-7
MESQUITE	91.00%	92.9%										77		77	99	-22
														0		0
														0		0
TOTAL 9 - 12	95.1%	95.2%										1332	67	1399	1428	-29
13-14 TOTAL	95.5%		388	366	374	339	358	360	335	329	332	1332	245	4758	---	---
12-13 TOTAL		95.4%	378	394	377	375	352	342	348	350	316	1366	241		4839	
CHANGE		0.10%	10	-28	-3	-36	6	18	-13	-21	16	-34	4	---	---	-81

<u>Elementary K - 5</u>	<u>2013-14</u>	<u>2012-13</u>
<u>Regular -</u>		
K	388	378
1 - 3	1079	1146
4 - 5	718	694
Special Education -		
SDC	122	118
RSP	97	110
<u>Middle 6-8</u>		
Regular	996	1014
Special Education -		
SDC	56	61
RSP	73	74
<u>High School 9 - 12</u>		
Regular	1255	1267
Continuation	77	99
ROP	253	379
Special Education -		
SDC	67	62
RSP	72	83
<u>Adult</u>	n/a	558

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Revisions to English Learner Development Courses for Grades 6-12

BACKGROUND INFORMATION: English Language Arts Common Core state standards were approved in 2010. California English Language Development standards were approved in 2012. For the first time, two sets of interrelated standards are being included in the new ELA/ELD framework which is scheduled for approval in 2014. In the new ELA/ELD framework, California recognizes that ELs in transitional kindergarten through grade twelve have a double curricular load: They must become proficient in academic English, and they must learn the same rigorous academic content required of all students in California. Because they are learning English as an additional language, ELs require specialized instructional support to ensure that they simultaneously develop academic English and have full access to a rich curriculum across the disciplines. Therefore, ELs are given excellent first teaching in the core content with integrated specialized support (integrated ELD) to ensure full access to the content and are also provided with designated instruction (designated ELD) in addition to core instruction to ensure that their linguistic and academic needs are fully met.

CURRENT CONSIDERATIONS: In order to align to both sets of Common Core State Standards, staff has revised its courses for English learner students to support proficiency in grade level standards in the core curricula. Emphasis will be placed on grade level content area literacy, vocabulary, English Language Development, and state assessment preparation.

FINANCIAL IMPLICATIONS: Costs associated with English Language Development courses are provided for using LCFF supplemental funding and this targeted support is included in the LCAP actions and services for English learners.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve implementation of revised English Learner Development courses for Grades 6-12 as presented.

Sierra Sands Unified School District
Course Outline

Site: James Monroe and Murray Middle Schools

Department: Elective

Course Title: Content Area Literacy: Grades 6-8
ALAS (Academic Language Achievement Strategies)

Purpose/Goals:

- To improve the academic language, reading, and writing skills of middle school students across the content areas.
- To develop students' reading comprehension strategies, vocabulary, and meta-cognitive strategies for reading informational text (non-fiction).
- To provide instruction in writing that prepares ELs to attain proficiency on the CAHSEE and CAASPP assessments.
- To provide Integrated ELD instruction to enrolled ELs using grade-level ELD Standards aligned to Common Core State Standards focusing on Expanding and Bridging levels (Links to grade level standards provided below).
 - [Grade 6 ELD Standards](#)
 - [Grade 7 ELD Standards](#)
 - [Grade 8 ELD Standards](#)

Recommended Prerequisites:

One of the following criteria:

- Demonstrating less than proficiency on the CAASPP and/or district common assessments.
- Overall English Proficiency identified as Intermediate or Early Advanced (otherwise known as Expanding and Bridging English Proficiency).
- A grade point average indicating a performance level below proficiency in the core curriculum.

Grade/Level(s): Grades 6-8

A-G Requirement: No

Type of Course: Elective

Course Length: Semester (may be repeated for credit)

Adopted Textbook(s)/Materials:
Currently adopted core materials

Supplemental Texts/Materials:

- English 3D
- Step Up to Writing
- High Point Level A, B, and C

Board Approval: July 17, 2014

Revised: June 28, 2014

Sierra Sands Unified School District
Course Outline

Site: Monroe and Murray Middle Schools

Department: Elective

Course Title: ELD 1-2

Purpose/Goals:

- To provide designated ELD instruction using California ELD Standards to develop the critical language skills, knowledge, and abilities that ELs need for content learning in English.
- To develop the discourse practices, grammatical structures, and vocabulary necessary for successful participation in academic tasks across the content areas with a strong emphasis in oral language development as well as reading and writing.
- To develop foundational skills of ELs in response to diagnostic assessments
- To follow the grade-level ELD Standards aligned to Common Core State Standards focusing on Emerging and Expanding levels (Links to grade level standards provided below).
 - [Grade 6 ELD Standards](#)
 - [Grade 7 ELD Standards](#)
 - [Grade 8 ELD Standards](#)

Grade/Level(s): Grades 6, 7, 8

Recommended Prerequisites:

- Overall English proficiency identified as Beginner or Early Intermediate. This proficiency level is also referred to as Emerging English Proficiency.
- Overall English proficiency identified as Intermediate with sub scores of Beginner or Early Intermediate in the areas of or reading, writing, listening and speaking. This proficiency level is also referred to as Expanding English Proficiency.

A-G Requirement: No

Type of Course: Elective

Course Length: One Year

Adopted Textbooks(s)/Materials:

Glencoe - Literature Course 1

Holt: Literature and Language Arts

Board Approved: July 17, 2014

Revised: June 28, 2014

Sierra Sands Unified School District
Course Outline

Site: Burroughs High School

Department: English

Course Title: ELD Language Arts 1 and 2

Purpose/Goals:

- To follow the grade-level ELA Common Core Standards aligned to ELD Standards focusing on Emerging and Expanding levels (Links to grade level standards provided below).
 - [Grade 9 and 10 ELD Standards](#)
 - [Grade 11 and 12 ELD Standards](#)
- To provide Integrated and Designated English Language Development instruction that motivates students with relevant, readable texts and strategic skills.
- To develop foundational skills of ELs in response to diagnostic assessments.
- To provide instruction in writing that prepares ELs to attain proficiency on the CAHSEE and CAASPP assessments.

Grade/Level(s): Grades 9 - 12

Recommended Prerequisites:

- Overall English proficiency identified as Beginner or Early Intermediate. This proficiency level is otherwise referred to as Emerging English Proficiency.
- Overall English proficiency identified as Intermediate with sub scores of Beginner or Early Intermediate in the areas of or reading, writing, listening and speaking. This proficiency level is also referred to as Expanding English Proficiency.

A-G Requirement: No

Type of Course: English

Course Length: Two semesters; may be repeated for credit

Adopted Textbook(s)/Materials:

Current adopted grade-level text(s)

Supplemental Texts/Materials:

Prentice Hall *Writing and Grammar: Communication in Action*
High Point Level A, B, and C

Board Approved: July 17, 2014

Revised: June 28, 2014

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0200 and Review of Administrative Regulation 0200, Goals for the School District

BACKGROUND INFORMATION: The Superintendent of Schools has reviewed selected board policies as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service. All proposed policy revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS: Board Policy (BP) 0200 and Administrative Regulation (AR) 0200 were last updated in August of 1994. BP 0200 and the accompanying AR 0200 have been updated and revised to add concepts related to new law (AB 97, 2013) which requires districts to develop annual goals aligned with specified state priorities and any local priorities and to include those goals in the district's local control and accountability plan (LCAP). The Policy also reflects new Title 5 regulation (Register 2014, No. 6) which provides a template to be used for LCAP development.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve revisions to BP 0200 as presented. The revised administrative regulation is presented for informational purposes only and does not require board action.

Philosophy, Goals, Objectives and Comprehensive Plans

GOALS FOR THE SCHOOL DISTRICT

~~The Governing Board is aware of the value of considering all points of view and of obtaining adequate and accurate information for educational planning. For this reason, teachers, other employees, parents, students, and other citizens will be involved in the process of regularly developing statements of goals, needs, and priorities for the district and for each school.~~

~~(cf. 0420 - School Based Management/Site Councils)~~

~~(cf. 1220 - Citizen Advisory Committees)~~

As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

In developing goals and identifying strategies to achieve those goals, the Board and Superintendent shall solicit input and review from key stakeholders. The Board shall also review and consider quantitative and/or qualitative data, including data disaggregated by student subgroup and school site, to ensure that district goals are aligned with student needs.

Goals shall be established for all students and each numerically significant subgroup as defined in Education Code 52052, which may include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth, and shall address each of the state priorities identified in Education Code 52060 and any additional local priorities established by the Board. These goals shall be incorporated into the district's local control and accountability plan (LCAP). (Education Code 52060, 52062, 52063; 5 CCR 15497)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6159 - Individualized Education Program)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Language Learners)

The LCAP shall include a clear description of each goal, one or more of the state or local priorities addressed by the goal, any student subgroup(s) or school site(s) to which the goal is applicable, and expected progress toward meeting the goal for the term of the LCAP and in each year. (5 CCR 15497)

Philosophy, Goals, Objectives and Comprehensive Plans

GOALS FOR THE SCHOOL DISTRICT

Each year the district's update to the LCAP shall review progress toward the goals and describe any changes to the goals. (Education Code 52060-52061)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

In addition to the goals identified in the LCAP, and consistent with those goals, the district and each school site may establish goals for inclusion in another district or school plan or for any other purpose. Such goals may address the improvement of governance, leadership, fiscal integrity, facilities, community involvement and collaboration, student wellness and other conditions of children, and/or any other areas of district or school operations. As appropriate, each goal shall include benchmarks or short-term objectives that can be used to determine progress toward meeting the goal.

(cf. 0400 - Comprehensive Plans)

(cf. 0420 - School Plans/Site Councils)

(cf. 0440 - District Technology Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

Legal Reference:

EDUCATION CODE

17002 State School Building Lease-Purchase Law, including definition of good repair

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

51002 Local development of programs based on stated philosophy and goals

51020 Definition of goal

51021 Definition of objective

51041 Evaluation of the educational program

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52050-52059 Public Schools Accountability Act, especially:

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

15497 Local control and accountability plan template

UNITED STATES CODE, TITLE 20

6311 Accountability, adequate yearly progress

6312 Local educational agency plan

Philosophy, Goals, Objectives and Comprehensive Plans

GOALS FOR THE SCHOOL DISTRICT

Management Resources:

CSBA PUBLICATIONS

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

WEB SITES

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

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

Policy

adopted: ~~August 18, 1994~~ **July 17, 2014**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Philosophy, Goals, Objectives and Comprehensive Plans

GOALS FOR THE SCHOOL DISTRICT

Objective

The objective of this regulation is to improve educational planning by including as many of those involved in the educational process as possible (parents/guardians, students, administrators, teachers, other employees, and other citizens) in the planning process.

Definition

Educational planning, for purposes of this policy, includes determination of:

1. Goals toward which the educational system should strive.
2. Needs which the present system is not meeting.
3. Priorities which will be assigned to goals and needs.

Responsibilities

1. The Governing Board is responsible for adopting statements of goals, needs, and priorities for the district.
2. The Superintendent is responsible for assuring that staff members, students, parents/guardians and other concerned community members are included in educational planning for the district.
3. Each principal is responsible for ensuring that staff members, parents/guardians, other community members, and students have the opportunity to be involved in educational planning at each school.

~~Community Policy Resource Committee~~

- ~~1. In the fall of even-numbered years, the Superintendent will convene a Community Policy Resource Committee, including community, staff, and student representatives, to reevaluate the district goals, needs and priorities statements.~~
- ~~2. The committee will determine its own meeting procedures and timeline for completion of the project, within parameters suggested by the Superintendent.~~
- ~~3. The Superintendent will provide such information and staff support as the committee needs.~~

Philosophy, Goals, Objectives and Comprehensive Plans

GOALS FOR THE SCHOOL DISTRICT

- ~~4. Upon completion of its charge, the committee will provide a written and oral presentation to the Board concerning its recommendations for goals, needs, and priorities for the next two years, then will be disbanded.~~
- ~~5. The Board, after considering the recommendations of the committee, will adopt statements of goals, needs, and priorities for the district.~~

School Goals, Needs, and Priorities

1. Each principal will form an advisory committee composed of staff, community, and, at the high school level, students to assist him/her in the development and evaluation of school goals, needs, and priorities statements and in such other tasks as he/she deems advisable.
- ~~2. School goals, needs, and priorities will be reevaluated at least every other year. The committee, assisted by the principal, will determine its own meeting procedures and set its own timeline for completion of the project.~~
- ~~3. The principal will report the committee's recommendations in writing to the Superintendent along with a proposal of how the recommendations may be implemented.~~

Regulation
approved: ~~August 18, 1994~~ *July 17, 2014*

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Revisions to Exhibit 6163.4, Student Use of Technology

BACKGROUND INFORMATION: Exhibit 6163.4, Student Use of Technology was taken to the board on July 19, 2012. The exhibit was taken in response to new federal law and regulations that require that any district receiving federal technology funds adopt an Internet safety policy to block and filter access to information deemed harmful to minors.

CURRENT CONSIDERATIONS: The district's technology programs are moving into cloud-based accounts, such as Google Apps. It is recommended that the language in Exhibit 6163.4, Student Use of Technology be updated to match these changes.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The revised exhibit is presented for informational purposes only and does not require board action.

Sierra Sands Unified School District

Student Acceptable Use Policy of District Technology Resources

Forward

Use of technology throughout the SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD) is a privilege extended to individuals who wish to enhance their learning experiences. Users will broaden their global horizons and discover a vast scope of information and experiences including interaction with the tools of high technology and post-high school educational institutions.

Purpose

The purpose of this policy is to ensure school-level compliance with all policies and guidelines concerning the internet and SSUSD technology resources, **including various cloud-based technologies provided by SSUSD**, and to help ensure the school's opportunity to access other existing internet computer sites, and those telecommunications and networking programs which may be developed in the future.

Applicability

These policies shall apply to all students, teachers, administrators, and others who obtain their network and internet access privileges through association with the SSUSD.

Consequences of Inappropriate Network Behavior

The use of the network and the Internet is a privilege, not a right. Access entails responsibility, and inappropriate use will result in cancellation of those privileges. Unauthorized use of the network, intentional deletion or damage to files and data belonging to other users, copyright violations, attempts to gain access to unauthorized components inside or outside the SSUSD network, and/or attempts to bypass the SSUSD internet filter are all direct violations of this AUP. Intentional damage to hardware, software, or network components may be defined as criminal property damage and will be dealt with as appropriate.

First offense—Disciplinary measures may include computer use referral, referral to the administration, possible revocation of network and/or internet access privileges, depending on severity of violation.

Second offense-- Disciplinary measures may include computer use referral, referral to the administration, one week computer use ban, revocation of network and/or internet access, parent notified.

Third offense-- Disciplinary measures may include computer use referral, referral to the administration, computer use suspension for remainder of year, parent notified, and appropriate disciplinary action will be taken.

Acceptable Use

1. The SSUSD prohibits the student use of electronic communications for personal purposes not connected to SSUSD. Electronic communications, internet research, and email will be used only for educational purposes. All SSUSD devices and student accounts will be monitored. ***This includes cloud-based accounts (such as your school Google Apps accounts), even if you are outside the school network.***

2. All messages and internet searches shall be appropriate for educational purposes. Offensive messages/searches, including rude, foul, hate, racial, religious, or sexual slurs; illegal, inappropriate, discrimination, and harassment are prohibited.

3. The SSUSD reserves the right to review electronic communications. This reminder will be posted on the opening screens of all SSUSD computer systems: "This computer system is the property of the Sierra Sands Unified School District. It is for authorized use only. Users (authorized or unauthorized) have no explicit or implicit expectation of privacy."

4. Users shall respect the integrity of the SSUSD telecommunication infrastructure. Unauthorized access to the SSUSD information systems, including Internet or other networked computers, is prohibited. Use of any unauthorized computer, networking equipment, or unauthorized programs/applications is prohibited. Users shall not use the network in any way that would disrupt the use of the network by other users.

5. Use shall be consistent with the goals of SSUSD. Use of the network for personal profit or gain is prohibited.

6. Users shall respect the privacy of other users -- shall not access, modify, or copy passwords or data belonging to their users. Users will not publish private information on students or staff without permission.

7. Users may not access inappropriate materials such as pornographic materials or files dangerous to the network, nor shall any attempts be made to bypass the SSUSD internet filtering system. Use of any Proxy servers/technology or any attempt to access systems outside the protected SSUSD network is strictly prohibited.

8. Any user who does not comply with this AUP could lose network and/or internet privileges. Unauthorized use of the network, intentional deletion or damage to files and data belonging to other users, copyright violations, attempts to gain access to unauthorized components inside or outside the network, and/or attempts to bypass the SSUSD internet filter are all direct violations of this AUP. Intentional damage to hardware, software, or network components may be defined as criminal property damage and will be dealt with as appropriate.

9. Users shall respect copyright laws and licensing agreements pertaining to material entered into and obtained via the system.

10. Authorized owners of the accounts shall be responsible for all communications from their accounts. Users will not attempt to log in through another person's account or access another person's files. Attempting to Log on to the network as an administrator, or any other account other than their own will result in cancellation of user privileges. Attempting to elevate one's privileges beyond the standard student access rights, or gain access to areas of the network that are normally not accessible to standard student accounts will result in cancellation of user privileges. Any attempt to "capture" or "sniff" network traffic is prohibited. When applicable, law enforcement agencies may be involved.

11. Users are responsible for all mail received under their account and have the responsibility to make only those contacts leading to some justifiable personal growth on the internet. Users are responsible for immediately deleting and reporting inappropriate material received.

12. Administrator's, Principals, and/or Teachers may "increase" consequences in their own classroom if deemed necessary.

13. Users are prohibited from harassing other students or participating in any form of “cyber-bullying”.

14. The use of educational social networking sites will be at the discretion of the principal or designee. Under no circumstances, however, are users permitted to engage in unauthorized communication with unknown persons/entities for non-educational purposes on the internet.

Disclaimer

Sierra Sands Unified School District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers, including but not limited to, loss of data or interruptions of service.

SSUSD is not responsible for the quality of any information obtained through the Internet or stored on the network. Internet sources used in student papers, reports, and presentations should be cited in the same manner as references to printed materials. The District will not be responsible for financial obligations arising through unauthorized use of the network. Users will identify and hold the District harmless from any losses sustained as a result of intentional misuse of the network.

Student

Agreement

I understand and will abide by the Sierra Sands Unified School District Student Acceptable Use Policy of District Technology Resources. ***I understand that all SSUSD devices and student accounts will be monitored, including cloud-based accounts accessed from outside the district network.*** I further understand that should I commit any violation, my access privileges could be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District's Internet connection and having access to public networks, I hereby release the District and its School Board members, employees, and agents from any claims and damages arising from my use, or inability to use, the Internet.

DATE: _____

STUDENT NAME (please print): _____

STUDENT SIGNATURE: _____

Parent Agreement

I have read the Sierra Sands Unified School District Student Acceptable Use Policy of District Technology Resources, which might, at times, include electronic mail. I understand that access is designed for educational purposes and that the District has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the District to restrict access to all controversial and inappropriate materials.

I hereby release the district, its personnel, Board of Education members, and any institutions with which it is affiliated, from any and all claims and damages of any nature arising from my child's use of, or inability to use, the electronic network. This includes, but is not limited to claims that may arise from the unauthorized use of the network components or harm caused by materials or software obtained via the network. I accept full responsibility for supervision if and when my child's use is not in the school setting. I accept responsibility for setting and conveying standards for my daughter or son to follow when selecting, sharing, or exploring information and media. I have discussed the terms of this Policy with my child. I hereby request that my child be allowed access to the District's network, the Internet, ***and any cloud-based technologies provided by the District.***

DATE: _____

PARENT/GUARDIAN NAME (please print): _____

PARENT/GUARDIAN SIGNATURE: _____

7. POLICY DEVELOPMENT AND REVIEW

7.3 Revisions to AR 4040, Employee Use of Technology and Addition of Exhibit 4040, Employee Use of Technology Acceptable Use Agreement

BACKGROUND INFORMATION: Administrative Regulation 4040, Employee Use of Technology was taken to the board on October 18, 2001. It was revised in response to new federal law and regulations that require that any district receiving federal technology funds adopt an Internet safety policy to block and filter access to information deemed harmful to minors.

CURRENT CONSIDERATIONS: CSBA has updated the language in Administrative Regulation 4040, Employee Use of Technology to include additional use of copyrighted materials information and employee's use of their computer for personal use. The district has also created Exhibit 4040, Employee Use of Technology Acceptable Use Agreement to go along with Administrative Regulation 4040, Employee Use of Technology.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The revised administrative regulation and new exhibit is presented for informational purposes only and does not require board action.

Employee Use Of Technology

On-Line/Internet Services: User Obligations and Responsibilities

Employees are authorized to use district equipment to access the Internet or on-line services in accordance with Governing Board policy and the user obligations and responsibilities specified below.

1. The employee in whose name an on-line services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses and telephone numbers private. They shall use the system only under their own account number.

2. Employees shall use the system responsibly and only for work-related purposes.

(cf. 6162.7 - Use of Technology in Instruction)

3. Employees shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy or administrative regulations.

5. Copyrighted material shall not be placed on the system without the author's permission. Employees may download copyrighted material only in accordance with applicable copyright laws.

(cf. 6162.6 - Use of Copyrighted Materials)

6. Employees shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or the data of any other user, including so-called "hacking."

7. Employees shall not read other users' electronic mail or files. They shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.

Employee Use Of Technology

8. Users shall report any security problem or misuse of the services to the Superintendent or designee.

(cf. 6163.4 - Student Use of Technology)

9. Employees shall not use the system to engage in commercial or other for-profit activities without permission of the Superintendent or designee.

10. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communications.

Regulation SIERRA SANDS UNIFIED SCHOOL DISTRICT

approved: ~~October 18, 2001~~ **July 17, 2014**

Ridgecrest, California

*Employee Use Of Technology
Acceptable Use Agreement*

I. INTRODUCTION

This Acceptable Use Policy (AUP) governs the acceptable use of SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD) Information Technology (IT) resources. These resources are a valuable asset to be used and managed responsibly to ensure their integrity, security, and availability for appropriate academic and administrative use.

Users of SSUSD IT resources are responsible for using those resources in accordance with SSUSD policies and the law. Use of SSUSD IT resources is a privilege that depends upon appropriate use of those resources. Individuals who violate this AUP, SSUSD policy or the law regarding the use of IT resources are subject to loss of access to those resources as well as to SSUSD disciplinary and/or legal action.

II. GENERAL PROVISIONS

A. PURPOSE

The purpose of this Policy is to:

- ***Ensure that SSUSD IT resources are used for purposes appropriate to the SSUSD mission and goals;***
- ***Prevent disruptions to and misuse of SSUSD IT resources;***
- ***Ensure that the SSUSD community is aware that use of SSUSD IT resources is subject to state and federal laws and the SSUSD policies; and***
- ***Ensure that IT resources are used in compliance with those laws and the SSUSD policies.***

B. SCOPE

This Policy applies to:

- ***All IT resources owned or managed by the SSUSD;***
- ***All IT resources provided by SSUSD through contracts and other agreements with SSUSD; and***
- ***All users and uses of SSUSD IT resources.***

C. DEFINITIONS

The following terms are used in this Policy. Knowledge of these definitions is important to an understanding of this Policy:

Appropriate SSUSD Authority: Superintendent or designee.

Compelling Circumstances: *Circumstances in which time is of the essence or failure to act might result in property loss or damage, adverse effects on IT resources, loss of evidence of one or more violations of law or of the SSUSD policies or liability to the SSUSD or to members of the SSUSD community.*

IT Resources: *This includes, but is not limited to, computers, computing staff, hardware, software, networks, computing laboratories, databases, files, information, software licenses, computing-related contracts, network bandwidth, usernames, passwords, documentation, disks, CD-ROMs, DVDs, USB Drives/Devices, magnetic tapes, and electronic communication.*

D. RESPONSIBILITIES

Policy. *This Policy was issued by the Superintendent of the SSUSD after consultation with appropriate councils, including the Superintendent's Council, the SSUSD Board of Trustees, and the SSUSD Technology Committee.*

Implementation. *In support of this Policy, system standards and procedures shall be developed, published and maintained. And where SSUSD standards and procedures do not exist, each site is responsible for policy implementation.*

Informational Material. *Each site shall ensure that users of SSUSD IT resources are aware of all IT policies, standards and procedures as appropriate.*

E. VIOLATIONS OF LAW AND POLICY

The SSUSD considers any violation of acceptable use to be a serious offense and reserves the right to copy and examine any files or information resident on SSUSD IT resources to ensure compliance. Violations of this policy should be reported to the appropriate SSUSD authority.

Sanctions of Law. *Both federal and state law prohibit theft or abuse of IT resources. Abuses include (but are not limited to) unauthorized entry, use, transfer, tampering with the communications of others, and interference with the work of others and with the operation of IT resources. Any form of harassing, defamatory, offensive, illegal, discriminatory, obscene, or pornographic communication, at any time, to any person is also prohibited by law. Violations of law may result in criminal penalties.*

Disciplinary Actions. *Violators of this Policy may be subject to disciplinary action up to and including dismissal or expulsion pursuant to applicable Board policies and collective bargaining agreements.*

F. NO EXPECTATION OF PRIVACY

There is no expectation of privacy in the use of SSUSD IT resources. SSUSD reserves the right to inspect, monitor, and disclose all IT resources including files, data, programs and electronic communications records without the consent of the holder of such records.

III. ACCEPTABLE USE

In making acceptable use of SSUSD IT resources you must:

- *Employees shall use the district's computers, electronic devices, network, and other electronic information resources primarily for purposes related to their employment. District laptop computers and portable electronic devices shall be used solely by authorized employees, and not by family members or other unauthorized persons.*
- *Protect your User ID and IT resources from unauthorized use. You are responsible for all activities on your User ID or that originate from IT resources under your control.*
- *Access only information that is your own, that is publicly available, or to which you have been given authorized access.*
- *Use only legal versions of copyrighted software in compliance with vendor license requirements.*
- *Use shared resources appropriately. (e.g. refrain from monopolizing systems, overloading networks with excessive data, degrading services, or wasting computer time, connect time, disk space, printer paper, manuals, or other resources).*
- *Use only authorized SSUSD IT resources on the district network.*
- *Report any suspicious activity or misuse of SSUSD IT resources.*

IV. Prohibited Conduct

In making acceptable use of SSUSD IT resources you must NOT:

- *Use SSUSD IT resources to violate any SSUSD policy or state or federal law.*
- *Use another person's IT resource, User ID, password, files, or data.*
- *Allow any other user, including student's and non-district employees, to use your username/password.*
- *Have unauthorized access or breach any security measure including decoding passwords or accessing control information, or attempt to do any of the above.*
- *Engage in any activity that might be harmful to IT resources or to any information stored thereon, such as creating or propagating viruses, disrupting services, damaging files or making unauthorized modifications to computer data.*
- *Make or use illegal copies of copyrighted materials or software, store such copies on SSUSD IT resources, or transmit them over SSUSD networks.*
- *Harass or intimidate others or interfere with the ability of others to conduct SSUSD business.*
- *Directly or indirectly cause strain on IT resources such as downloading large files, unless prior authorization from the appropriate SSUSD authority is given.*
- *Use SSUSD IT resources for personal purposes including but not limited to, monetary gain, commercial or political purposes.*
- *Engage in any other activity that does not comply with the general principles presented above.*
- *Plug in any device, such as a personal computer or networking equipment, into the SSUSD network unless prior authorization from the appropriate SSUSD authority is given.*

V. ACCESS RESTRICTIONS

Use of SSUSD IT resources may be wholly or partially restricted or rescinded by SSUSD without prior notice and without the consent of the user under conditions such as:

- **When required by and consistent with law;**
- **When there is reason to believe that violations of law, this AUP, or the SSUSD policies have taken or may take place; or**
- **When there are compelling circumstances.**

Restriction of use under such conditions is subject to appropriate procedures or approval of appropriate SSUSD authority.

VI. DISCLAIMER

SSUSD disclaims any responsibility for and does not warranty information and materials residing on non-SSUSD systems or available over publicly accessible networks. Such materials do not necessarily reflect the attitudes, opinions or values of SSUSD, its faculty, staff or students.

VII. NOTICE TO USERS

As laws change from time to time, this Policy may be revised as necessary to reflect such changes. It is the responsibility of users to ensure that they have reference to the most current version of the SSUSD Acceptable Use Policy.

Employee Agreement

I understand and will abide by the Sierra Sands Unified School District Employee Acceptable Use Policy of District Technology Resources. I further understand that should I commit any violation, my access privileges will be revoked, and disciplinary or appropriate legal action may be taken. In consideration for using the District's IT resources and having access to public networks, I hereby release the District and its School Board members, employees, and agents from any claims and damages arising from my use, or inability to use, the Internet.

DATE: _____

EMPLOYEE NAME (please print): _____

EMPLOYEE SIGNATURE: _____

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***

Michael Robbins
Science – Murray
Effective 6-26-14

8.12 LEAVE OF ABSENCE

Teddie Anzaldo
Physical Education – Burroughs
Request leave of absence
2014-15 school year

8.13 EMPLOYMENT

Mary Beth Boss
3rd Grade – Faller
Effective 8-8-14

Judith Bal
3rd/4th Combination – Gateway
Effective 8-8-14

Patricia Calkins
Elementary Counselor – District
Effective 8-6-14

Carol Janes
Special Day Class – Gateway
Effective 8-8-14

Timothy Leighton
Science/PE – BHS
Effective 8-8-14

Whitney McKemy
1st Grade – Faller
Effective 8-8-14

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (Continued)

James Ratzlaff
2nd/3rd Combination – Las Flores
Effective 8-8-14

Kelli Sarrett
1st Grade – Faller
Effective 8-8-14

Sarah Tate
4th/5th Combination – Las Flores
Effective 8-8-14

Kiahna Williams
2nd Grade – Richmond
Effective 8-8-14

8.14 CHANGE OF STATUS

JoAnne McClelland
From Assistant Principal – Burroughs
To Alternative Education Principal – Mesquite
Effective 7-11-14

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Bertha Mondragon
5 hrs. Computer Paraprofessional – Richmond
Effective 8-12-14

8.24 CHANGE OF STATUS

Karla Dunn
From: 4 hr. 5 day per week Paraprofessional\Primary Intervention Aide - Faller
To: 5 ½ hr. 4 day per week Paraprofessional\Primary Intervention Aide – Faller
Effective 7-1-14

Michelle French
From: Clerk III – Burroughs
To: Account Clerk III – Business Office/Curriculum
Effective 5-9-14

Lindsay Johnson
From: 8 hr. Receptionist – Burroughs
To: 8 hr. Clerk III – Burroughs
Effective 7-1-14

Jenny Kingsford
From: 7 hr. Paraprofessional – Burroughs
To: 3 hr. Workability Job Developer – Burroughs
And 2.5 hr. Paraprofessional Job Coach – Burroughs
Effective 8-12-14

Geri Lee
From: 5 ¼ hr. Paraprofessional – Gateway
To: 5 ½ hr. Paraprofessional – Gateway
Effective 7-1-14

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Rhonda Wendt
From: 6 hr. and 2 hr. Clerk II – Pierce
To: 8 hr. Receptionist – Burroughs
Effective 7-1-14

8. PERSONNEL ADMINISTRATION

8.3 Adoption of Resolution #2 1415, Reduction of Classified Service

BACKGROUND INFORMATION: The recent fiscal crisis faced by the State of California is a major concern for school districts and as a result, districts are continuing to look for and find ways to manage and maintain fiscal solvency. Staff continues to look at all options available to them in addressing the needs of the district considering the ongoing budget crisis.

CURRENT CONSIDERATIONS: Due to the reduction of Title I funding at Pierce Elementary School the two hour Clerk II position is being eliminated.

California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to layoff classified employees due to a lack of work and/or lack of funds upon sixty (60) days prior notice. Resolution #2 1415 calling for reduction of classified services for the 2014-15 school year is presented for adoption due to lack of funds. The reduction will become effective September 29, 2014.

FINANCIAL IMPLICATIONS: The district estimates that it may be able to save as much as \$10,957.66 with the reduction of the position identified in Resolution #2 1415.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #2 1415 reducing classified service effective, as presented.

BEFORE THE BOARD OF EDUCATION
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION#2 1415
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work and funding, certain classified services now being provided by the district must be reduced or eliminated effective September 29, 2014;

NOW, THEREFORE, BE IT RESOLVED that as of the 17th day of July, 2014, the following positions be reduced or eliminated:

Clerk II One 2-hour, eliminated (Pierce)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 17th of July, 2014 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Ernest M. Bell, Jr.
Secretary to the Board of Education

9. GENERAL ADMINISTRATION

9.1 Appointment of Student Member to the Board of Education for the 2014-15 School
Year Fall Semester

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited to serve as student members of the Board of Education for the 2014-15 school year. Student Blaire Etoch is being presented tonight for recommendation for the fall semester.

CURRENT CONSIDERATIONS: Blaire Etoch is a junior at Burroughs High School. In addition to taking Honors classes, Blaire is a varsity cheerleader, the ASB Commissioner of Communications, and a member of the Pep Club. She is also enrolled in a class at Cerro Coso for the fall semester.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education appoint Blair Etoch as student member to the board for the 2014-15 school year fall semester.

9. GENERAL ADMINISTRATION

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

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

This procedure is intended to address all of the following:

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

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

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

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

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

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

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

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

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

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

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between April 1, 2014 and June 30, 2014 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Sierra Sands Unified School District

Person completing this form: Dave Ostash Title: Assistant Superintendent of Human Resources

Quarterly Report Submission Date:
(check one)

- ☐ April 1, 2015 (for period Jan 1 - Mar 31)
☒ July 1, 2014 (for period Apr 1 - Jun 30)
☐ Oct 1, 2014 (for period Jul 1 – Sep 30)
☐ Jan 1, 2015 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: July 17, 2014

Please check the box that applies:

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

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

Ernest M. Bell, Jr.

Print Name of District Superintendent

Signature of District Superintendent

10. CONSTRUCTION ADMINISTRATION

10.1 Approval to Negotiate a Contract for Architectural Services

BACKGROUND INFORMATION: In November of 2012, the district received a grant from The Department of Defense (DoD) Office of Economic Adjustment (OEA) for an approximate thirty-nine million dollars for the construction of Murray Middle School across the street from Burroughs High School. In response to that grant, the district ultimately commissioned Westberg + White Architects (W+W) to execute design and construction documents for the project. During the course of development of the construction documents, it became evident that the project as designed could not be constructed for the funds available from the DoD funds and the matching funds from the district.

CURRENT CONSIDERATION: Upon research and discussion with OEA representatives, it was determined that the project could be constructed within budget utilizing a Permanent Custom Modular Construction method. W+W chose not to participate in the modular option, and the district terminated its contract with W+W on good terms. Subsequently, the staff began a competitive process to obtain the architectural and engineering services in accordance with the established protocol of the district, e.g.:

1. Convene District Selection Committee
2. Publish a Request for Qualifications (RFQ). This was done on the dates below:
 - District Website on 5/28/14
 - News Publications
 - Orange County Register on 5/28/14 and 6/4/14
 - Antelope Valley Press on 5/28/14 and 6/4/14
 - Bakersfield Californian on 5/28/14 and 6/4/14
 - Daily Independent on 5/28/14 and 6/4/14
 - News Review on 5/28/14 and 6/4/14
 - Interested Parties on 5/28/14
3. Responses were received June 19, 2014 by 4:00 p.m. and were distributed to the District Selection Committee members the following work day.
4. The District Selection Committee composed of administrators and District Program Managers, as non-voting observers, met on Monday, June 23, 2014 to review and rank the responses.
5. The top (4) respondents were invited to interview on July 10, 2014.

6. Interviews were held on July 10, 2014.

It was the consensus of the committee that the firm of IBI GROUP be recommended for the position of Architect of Record for the Murray Middle School Project.

FINANCIAL IMPLICATIONS: To be determined upon the negotiation of a contract. The district plans to use both the DoD fund sources for 80% of the contract, as well as several fund sources including Fund 14 and IKSFA for the remaining 20% to support this contract.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the district staff be authorized to negotiate a contract for Architectural and Engineering Services with IBI GROUP in support of the Murray Middle School Project.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in June, 2014 are submitted for approval. “A” warrants totaled \$2,347,814.77. “B” warrants totaled \$1,786,508.50.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for June, 2014 as presented.

This list represents the "A" and "B" warrants released during the month of June **2014**
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$157,112.00
End of month classified	\$513,522.19
10th of month certificated	\$152,090.29
10th of month classified	\$1,525,090.29
Total "A" Warrants	\$2,347,814.77

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
223	\$84,976.84
224	\$187,246.78
225	\$112,066.79
226	\$62,443.65
227	\$27,579.55
228	\$2,827.21
229	\$13,710.00
230	Food Service
231	\$14,175.00
232	\$81,543.37
233	\$372,843.24
234	\$4,000.00
235	\$12,249.56
236	\$31,276.67
237	\$11,207.28
238	\$55,202.44
239	\$151,703.37
240	Food Service
241	\$111,105.95
242	\$5,295.18
243	\$445,055.62
Total "B" Warrants	\$1,786,508.50

12. CONSENT CALENDAR

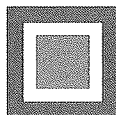
12.2 Approval of Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroft, LLP

BACKGROUND INFORMATION: The district has had an ongoing positive relationship with the law firm of Fagen Friedman & Fulfroft, LLP for legal counsel since 2006.

CURRENT CONSIDERATIONS: The district continues to be extremely satisfied by the services rendered by Ms. Melanie Petersen, the district's primary counsel, her associate, Mr. Adams and their colleagues at Fagen Friedman & Fulfroft, LLP. In light of the district's continued satisfaction with Fagen Friedman & Fulfroft, LLP, the district wishes to continue its association with the firm for legal services. A copy of the professional services agreement and fee schedule is attached.

FINANCIAL IMPLICATION: The fees charged by Fagen Friedman & Fulfroft have not increased for the 2014-15 school year. Funding for this item is appropriate for the unrestricted general fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the renewal of the district's professional services agreement with the law firm of Fagen Friedman & Fulfroft, LLP for legal services as presented.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Sierra Sands Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2014:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

6. COSTS AND OTHER CHARGES. (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

7. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

14. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Sierra Sands Unified School District

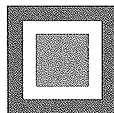
Fagen Friedman & Fulfroost LLP

Ernest M. Bell, Jr., Superintendent

Jan E. Tomskey, Partner

DATE: _____

DATE: 6/26/2014



PROFESSIONAL RATE SCHEDULE

Sierra Sands Unified School District
(Effective July 1, 2014)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$205 - \$225 per hour
Partner	\$250 - \$275 per hour
Of-Counsel	\$275 per hour
Paralegal/Law Clerk	\$125 - \$145 per hour
Education Consultant	\$160 per hour
Communication Services Consultant	\$210 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,030 (discounted from \$2,250)
Partner	\$2,480 (discounted from \$2,750)

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

12. CONSENT CALENDAR

12.3 Adoption of Resolution #1 1415 Child Care and Development for 2014-15, State Preschool Program

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

CURRENT CONSIDERATIONS: Annual board approval of the resolution and contracts between the Sierra Sands Unified School District and the California Department of Education is required. Resolution #1 1415 must be adopted in order to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the 2014-15 fiscal year.

FINANCIAL IMPLICATIONS: Funding for the state preschool program is provided by the State of California at an anticipated maximum potential reimbursement for program expenses of \$440,120.00. Funding is reimbursed for actual attendance of students at the rate of \$34.00 per day per child of full-time enrollment and actual expenditures in the program not to exceed the maximum reimbursable amount. The district must request reimbursement quarterly from the California Department of Education, but does so monthly in order to facilitate cash flow.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #1 1415 certifying its approval to enter into transactions with the California Department of Education for the purpose of providing child care and development services and to authorize the superintendent to sign contract documents for the 2014-15 fiscal year.

SIGNATURE AUTHORITY FOR CHILD CARE AND DEVELOPMENT CONTRACTS

For public agencies, generally the Superintendent is the person authorized to sign contracts. For private agencies, the signer is the person listed as the authorized payee representative on the STD. 204 Payee Data Record.

If someone other than the Superintendent or authorized payee signs the contract, it cannot be executed without additional documentation.

PRIVATE AGENCIES

Signature Authority: Executive Director, Owner, President, CEO (as established by agency)

Required Documents: The signature **must** match the authorized payee representative's name listed on the STD. 204 Payee Data Record. If it does not match, provide a copy of a Board Resolution and/or Board Minutes indicating the signee has the authority to enter into and sign contractual agreements with the CDE.

PUBLIC AGENCIES

School District Signature Authority: District Superintendent

Required Documents: If someone other than the Superintendent signs the contract, provide a copy of a Board Resolution and/or Board Minutes indicating the Board authorizes the delegated individual to enter into contractual agreements with the State.

County Office of Education Signature Authority: County Superintendent of Schools

Required Documents: If someone other than the Superintendent signs the contract, attach a Board Resolution and/or Board Minutes indicating the Board approved the signature delegation and authorizes the delegated individual to enter into contractual agreements with the State.

Please note that if any documents contain unauthorized signatures, the execution of the contract may be delayed.

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4124

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 15-7374-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** SIERRA SANDS UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

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

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.00 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$440,120.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	12,945.0
Minimum Days of Operation (MDO) Requirement	180

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

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sushil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Ernest M. Bell Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 113 Felopar Ridgecrest, CA	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 440,120	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 440,120	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T B A NO	B R NO
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-4124

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 19,291	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 PC# 000321 13609-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 19,291	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,203	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15136-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,203	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 380,455	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 380,455	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 31,171	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 31,171	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

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

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check [] if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Faller Elementary 1500 W. Upjohn Ridgecrest, CA 93533
Invokem Elementary 6601 Locust St. Inyokern, CA 93527
Pierce Elementary 674 N. Gold Canyon Ridgecrest, CA 43435

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
Sierra Sands Unified School District	CSPP 4124
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Ernest M. Bell Superintendent	6-30-14
SIGNATURE	DATE
C. M. Bell	6/30/14

CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) <i>Sierra Sands Unified School District</i>		Federal ID Number <i>95-6447908</i>
By (Authorized Signature) <i>Ernest M. Bell</i>		
Printed Name and Title of Person Signing <i>Ernest M. Bell Superintendent</i>		
Date Executed <i>6-30-14</i>	Executed in the County of <i>Kern</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

RESOLUTION #1 1415

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014-15.**

RESOLUTION

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Ernest M. Bell</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of July 2014, by the Governing Board of Sierra Sands Unified School District of Kern County, California.

I, Tom Pearl, Clerk of the Governing Board of Sierra Sands Unified, of Kern County,

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

_____ (Clerk's signature)	<u>7/17/14</u> (Date)
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12. CONSENT CALENDAR

12.4 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2014 -15 School Year

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

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

FINANCIAL IMPLICATIONS: The district agrees to pay one-half of the actual cost incurred by the city in employing the officer, which this year will be approximately \$70,000 to be funded with the district's general safety funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve extension of the agreement with the City of Ridgecrest to provide onsite police services for the 2014 -15 school year as presented.

AGREEMENT

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

7. THIS AGREEMENT shall be effective September 1, 2014, and remain in full force and effect for a 12-month period ending August 31, 2015. Either party may terminate this AGREEMENT prior to August 31, 2015, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

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

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

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

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

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

FOR THE CITY OF RIDGECREST

Dan Clark, Mayor

Dennis Speer, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Kurt Rockwell, Board President

Ernest M. Bell, Jr., Superintendent