

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**JANUARY 21, 2016
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusd.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert
Bill Farris
Tim Johnson, Vice President/Clerk
Kurt Rockwell
Michael Scott, President
Student Member, Maddy Portillo

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 December 10, 2015 and the special meeting of January 6, 2016.

3. PROGRAMS AND PRESENTATIONS

- Sherman E. Burroughs High School: WASC Accreditation Action Plan

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update

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

5.5 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 Sierra Sands Unified School District 2014-15 School Accountability Report Cards (SARCs)

6.2 Approval of the Educator Effectiveness Funding Plan – 2015-2018

6.3 Approval of Agreement Between Kern Community College District and Sierra Sands Unified School District for Adult Education Block Grant

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

9. GENERAL ADMINISTRATION

9.1 Gifts to District

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, as Required by the Williams Act

9.3 Approval of Revisions to the 2016-2017 Academic Calendar

9.4 Approval to Enter into a Memorandum of Understanding with California Lutheran University

9.5 Authorization for Board Member Travel, NAFIS Conference March 12-16, 2016

9.6 Discussion on Student Board Members

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approval of Agreements for Construction with Various Prime Trade Contractors for Multiple Trades for the Burroughs High School Modernization Project
- 10.3 Approval of Agreement for Equipment and Installation Services with Digital Networks Group, Inc. At Burroughs High School
- 10.4 Approval of Open Purchase Order for Eastern Sierra Land Surveys, Inc. for the New Murray Middle School

11. BUSINESS ADMINISTRATION

- 11.1 Report to the Board of Education on the Governor's Budget
- 11.2 Acceptance of 2014-15 Audit Reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority
- 11.3 Approval of Contract with the Accounting Firm of Burkey, Cox, Evans & Bradford Accountance Corporation for Auditing Services
- 11.4 Adoption of Resolution #15 1516 Regarding Impoundment of Local Tax Revenues to Anticipate Pending Claims and/or Litigation (Impounds – Fund 77)

12. CONSENT CALENDAR

- 12.1 "A"&"B" Warrants
- 12.2 Approval of Recommendations for Expulsion, Expulsion Case #07 1516
- 12.3 Approval of Recommendations for Expulsion, Expulsion Case #08 1516

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be February 18, 2016.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: January 6, 2016
TIME OF MEETING: 12:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. GENERAL ADMINISTRATION

2.1 Uniform Complaint Appeal

The board voted to uphold the district's decision to deny the uniform complaint.

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

3. Approval of Agreements for Construction with Various Prime Trade Contractors for Multiple Trades for the Burroughs High School Modernization Project

Motion was made to approve the construction agreements. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

4. ADJOURNMENT at 12:50 p.m.

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: December 10, 2015
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Naya Taylor.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 10.4 on the special concurrent agenda being heard following Item 10.3, and hearing the Inyo-Kern Schools Financing Authority Agenda following Item 14.4.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of November 19, 2015 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Naya Taylor, Student Board Member for Her Service for the 2015-16 School Year Fall Semester: Mr. Farris thanked Ms. Taylor for her service and presented her with a certificate of appreciation and her name plate.

4. PUBLIC HEARING

4.1 Public Hearing for the Proposed Educator Effectiveness Funding Plan, 2015-18

A public hearing was held. The final plan will be brought to the January 21, 2016 board meeting for approval.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

James Monroe Middle School: The county AVID coordinator visited the Monroe campus. Ms. Beecroft and Ms. Cash, Monroe AVID teachers, held tutorials during the visit. Winter concerts were held this week and the ASB winter dance will be held December 11, 2015. Mrs. Douglas,

James Monroe Counselor, will hold a Parent Outreach Program on December 15, 2015. Monroe teachers will learn about new apps and web based programs at their next staff meeting.

Murray Middle School: Basketball season has begun and players are learning a lot about teamwork. The CJSF students toured the Manzanar Japanese Relocation Camp. Several clubs held successful fundraisers this month. The winter dance was beautiful with lots of gifts and decorated trees. A multi-media assembly focusing on good choices and decision making was held.

Mesquite Middle School: Twenty students took the ASVAB exam in November. There have been two more graduates bringing the total this year to 5. Administration of the CAASPP interim tests is being planned for the spring testing cycle. Faculty is organizing a school trip to the Museum of Tolerance in Los Angeles on January 14, 2015. The ASB continues to create activities that are enjoyable and memorable for students.

Burroughs High School: The winter sports season has begun. Several students participated in a blood drive. Many clubs and the ASB have planned campus holiday festivities much to the enjoyment of students and staff. The Great Strides fundraiser was a great success. Students are preparing for final exams and excited for the winter break.

5.2 Reports from Members of the Board

Board member Ms. Amy Castillo-Covert reported on the wide variety of workshops she attended at the annual CSBA Annual Education Conference. She shared the NAFIS statement regarding passage of the Every Student Succeeds Act (ESSA).

Board member Mr. Tim Johnson reported on the variety of break-out sessions available at the CSBA Education Conference as a first year delegate assembly member.

Board member Mr. Kurt Rockwell reported on the CTA High Desert Service Center Fall Conference he attended and thanked DATA for inviting him. He commented on the compelling State of the State address presented at the CSBA Annual Education Conference.

Board vice-president Mr. Mike Scott appreciated the relevant topics of the workshops presented at the CTA High Desert Service Center Fall Conference and the CSBA Annual Education Conference.

Board president Mr. Bill Farris reported on the CSBA Delegate Assembly meeting held prior to the Annual Education Conference which allowed assembly members to get a feel for district priorities throughout the state.

5.3 Superintendent's Report

Superintendent Bell reported district enrollment is up by 44 students over this time last year. He encouraged the public to attend holiday events held throughout SSUSD. He thanked staff for their hard work as the first semester comes to an end. Mr. Bell commented on the importance of the ESSA to every school district in the state.

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

Barb Walls, President of the Desert Area Teachers Association, thanked board members Rockwell and Scott for attending the High Desert Service Center Fall Conference. Ms. Walls reported that Sierra Sands does not compare to surrounding districts as far as salary percentage increases over the past several years. She encouraged the board to look at all teacher salaries carefully as they review the district budget.

5.5 Communications from the public

Twelve members of the public spoke during the public comment period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Single Plans for Student Achievement (SPSA)

Motion passed to approve the single plans as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7. POLICY DEVELOPMENT AND REVIEW

7.1 Review of Administrative Regulation 5112.2, Exclusion from Attendance

Administrative Regulation 5112.2 was presented for informational purposes only. No action was required.

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 approve items 8.1-8.2 as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

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

Motion passed to approve the submission of request for Variable Term Waivers and a Short Term Staff Permit as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Ms. Robin Anders donated a laptop computer with an estimated cash value of \$300 to be used by the Burroughs High School Engineering Department. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

Mrs. Christina Giraldo, Assistant Superintendent of Business Services, introduced Mr. Steve Hubbard, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Burroughs High School: The bid cycle has begun with bids being accepted on December 22, 2015. Superintendent Bell wrote a letter to the DSA requesting a deferred submittal for the BHS administration office rather than a new application and the Los Angeles DSA director has agreed to this request. This will help with the schedule. Phase II is in process.

Murray Middle School: The preconstruction conference took place last week with discussion around the start of construction. Construction fencing will begin next week. Heavy equipment will begin clearing and excavating in late December 2015. A prebid conference and job walk for bid release two is scheduled for December 22, 2015 with bids due January 12, 2016. The OEA is being kept apprised of our situation.

HVAC Remediation: Bids will be taken in January 2016 for both the BHS PAC and Mesquite projects.

The groundbreaking for both projects is tentatively planned for early February.

10.2 Agreement with OxBlue Corporation for Equipment and Services at the New Murray Middle School Site

Motion passed to authorize district staff to enter into an agreement with OxBlue Corporation. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

10.3 Approval of Finding and Determination, Site Selection for Murray Middle School

Motion passed to approve the finding and determination for the Murray Middle School site. ROCKWELL/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11. BUSINESS ADMINISTRATION

11.1 Adoption of Resolution #13 1516, Regarding the Annual Accounting of Developer Fees for the 2014-15 Fiscal Year (Capital Facilities Fund – Fund 25)

Motion passed to adopt Resolution #13 1516 as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11.2 Approval of Resolution #14 1516 Authorizing the District to Seek Funding for Purchase of Replacement School Bus

Motion passed to adopt Resolution #14 1516 as presented. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11.3 Approval of First Interim Report for Fiscal Year 2015-16

Motion passed to approve the First Interim Report for Fiscal Year 2015-16 as presented.
JOHNSON/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

12. CONSENT CALENDAR

12.1 “A” & “B” Warrants

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

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

13. FUTURE AGENDA

Student board member restructuring was proposed as a future agenda item.

14. ORGANIZATION OF THE BOARD

14.1 Election of Board President

Mr. Farris nominated Mr. Scott. Mr. Scott was elected by roll call vote.

For Mr. Farris: Castillo-Covert, Farris, Johnson, Rockwell, Scott

14.2 Election of Board Vice President

Mr. Farris nominated Mr. Johnson. Mr. Johnson was elected by roll call vote.

For Mr. Johnson: Castillo-Covert, Farris, Johnson, Rockwell, Scott

14.3 Election of Board Representative and Alternate Representative to the Committee that Elects Members to the County Committee on School District Organization

Mr. Scott nominated Mr. Farris as representative and Mr. Johnson nominated Mr. Rockwell as alternate representative to the Committee that Elects Members to the County Committee on School District Organization. Mr. Farris and Mr. Rockwell were elected by roll call vote.

For Mr. Farris and Mr. Rockwell: Castillo-Covert, Farris, Johnson, Rockwell, Scott

14.4 Election of Board Representative to Meetings of the National Association of Federally Impacted Schools (NAFIS)

Mr. Johnson nominated Ms. Castillo-Covert as representative to meetings of the National Association of Federally Impacted Schools (NAFIS). Ms. Castillo-Covert was elected by roll call vote.

For Mrs. Castillo-Covert: Castillo-Covert, Farris, Johnson, Rockwell, Scott

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:38 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 8:39 p.m.

15. ADJOURNMENT was at 8:40 p.m.

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Special Meeting of the Board of Education

DATE OF MEETING: December 10, 2015
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with Item 10.4 of the concurrent special meeting agenda being heard after Item 10.3 on the regular meeting agenda.

10. CONSTRUCTION ADMINISTRATION

10.4 Approval to Negotiate an Amendment to Agreement with Maas Companies, Inc. for Project
Management for Construction Services

Motion passed to approve negotiation of an amendment to the agreement with Maas Companies, Inc.

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

9. ADJOURNMENT

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: December 10, 2015
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus.

2. CLOSED SESSION

- 2.1 The board met in closed session with the superintendent to discuss negotiations with all three bargaining units.

No action was taken.

- 2.2 Public Employee Discipline/Dismissal/Release Pursuant to Government Code section 54957

The board ratified a settlement agreement involving employee #4452.

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

3. ADJOURNMENT

THE BOARD OF EDUCATION

Tim Johnson, Vice President/Clerk

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

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6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Sierra Sands Unified School District 2014-15 School Accountability Report Cards (SARCs)

BACKGROUND INFORMATION: Since November 1988, state law has required all public schools receiving state funding to prepare and distribute a School Accountability Report Card (SARC). The purpose of the report card is to provide parents and the community with important information about each public school.

CURRENT CONSIDERATIONS: Education Code 35256 requires the governing board approve all district School Accountability Report Cards (SARCs) and evaluate the data contained in the SARCs as part of the board's regular review of the effectiveness of the district's programs, personnel, and fiscal operations.

Sierra Sands School Accountability Report Cards (SARCs) for 2014-15 are currently available to parents and the community on the district website, on school websites, and in paper copy upon request. A link to access these reports is provided in the board packet.

http://www.ssusd.org/departments/curriculum_instruction/school_accountability_report_cards

FINANCIAL IMPLICATIONS: With this information posted on the district website, the cost of wide distribution of these reports has been eliminated. The cost of having a small number of hard copies printed and available is minimal.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve all district School Accountability Report Cards (SARCs) for the 2014-15 school year as presented.

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Educator Effectiveness Funding Plan – 2015-2018

BACKGROUND INFORMATION: Educator Effectiveness funding is available to county offices of education, school districts, charter schools, and state special schools that reported full-time equivalent certificated staff in the California Longitudinal Pupil Achievement Data System for the 2014-15 fiscal year. As a condition of receiving Educator Effectiveness funds, a school district, county office of education, charter school, or state special school is required to:

1. Develop and adopt a plan delineating how the Educator Effectiveness funds will be spent. The plan must be explained in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school before its adoption in a subsequent public meeting.
2. On or before July 1, 2018, the LEA must submit detailed expenditure information to the California Department of Education (CDE), including, but not limited to, specific purchases made and the number of teachers, administrators, or paraprofessional educators that received professional development.

Specifically, the funds can be used for the following purposes:

- Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing (BTSA).
- Professional development, coaching, and support service for teachers who have been identified as needing improvement or additional support by LEAs (PAR).
- Professional development for teachers and administrators that is aligned to the state content standards.
- To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

CURRENT CONSIDERATIONS: The district is currently funding BTSA and PAR programs. The technology support being provided to teachers by the 21st Century Math and Science Together grant will end in June 2016. Sustaining technology support is a district wide identified need.

The Sierra Sands Unified School District Educator Effectiveness Plan will support the following:

Two technology project teachers for two years, 2016-17 and 2017-18, at an estimated cost of \$200,000 per year to provide:

- Professional development for teachers and administrators that is aligned to the state content standards.
- To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

A public hearing was held on December 10, 2015 outlining the Educator Effectiveness Funding Plan for years 2015-2018 with no recommendations for revision.

FINANCIAL IMPLICATIONS: The 2015-16 calculated Educator Effectiveness funding rate is approximately \$1,486 per full-time equivalent, or approximately \$404,571 for Sierra Sands. Funds may be expended anytime during the 2015-16, 2016-17, and 2017-18 fiscal years with a final expenditure report due to CDE by June 30, 2018. Any funds not expended by June 30, 2018 must be returned to the CDE.

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve the Educator Effectiveness Funding Plan for years 2015-2018 as presented.

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of Agreement between Kern Community College District and Sierra Sands Unified School District for Adult Education Block Grant

BACKGROUND INFORMATION: Assembly Bill 104 (AB104) established the Adult Education Block Grant Consortium under the administration of the California Community Colleges Chancellor's Office and the State Department of Education. Activities for the block grant began July 1, 2015 and continue through June 30, 2018. The Kern Community College District is the fiscal agent for eleven consortium members and funding shall be apportioned to each regional consortium through monthly allocations.

CURRENT CONSIDERATIONS: The Kern Community College District and Sierra Sands Unified School District are required to enter into an agreement as a condition for the distribution of funds from the grant. These funds will be used to implement the scope of work addressing the objectives stated in the AB86 planning documents that have been reviewed and adopted by the Adult Education Block Grant board, the governing body of the Adult Education Block Grant Consortium, and the California Community College Chancellor's Office. All services provided under the Agreement shall comply with the statement of work and budget from July 1, 2015 through June 30, 2016.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve the agreement between Kern Community College District and Sierra Sands Unified School District for the Adult Education Block Grant as presented.



Bakersfield College
Cerro Coso Community College
Porterville College

**Agreement Between
Kern Community College District and
Sierra Sands Unified School District
For Adult Education Block Grant
July 01, 2015 through June 30, 2016**

The purpose of this Agreement is to implement the Adult Education AB86 planning documents, more specifically enumerated as part of the Adult Education Block Grant (AEBG) documents submitted pursuant to an award by the California Community College Chancellor's Office (CCCCO).

Recitals:

Whereas The Kern Community College District (Kern CCD) is the fiscal agent for the project partners including local educational agencies (LEAs), colleges, mandatory and voluntary partners in the \$4.4 Million AEBG grant award (the Grant); and,

Whereas Kern CCD and Sierra Sands Unified School District (Agency) are required to enter into an agreement as a condition for the distribution of funds from the Grant;

Therefore Kern CCD and Agency agree as follows:

1. The use of \$95,000 in funds by Agency is described in *Attachment A – Statement of Work and Budget*. The expenditure of these funds shall be in compliance with all California Community College Chancellor's Office required planning and reporting documents as specified in *Attachment B – AEBG AB104 Block Grant Consortium Member Allocation Form (Kern summary page, Agency page, and award documents)*, *Attachment C – AB104, Kern AB86.AEBG Three Year Plan, Three Year Plan Update, Annual Plan* (available at the Chancellor's AEBG website) and *Attachment D – California Community College Chancellor's Office Budget Allocation Manual (BAM)* available at the Chancellor's Office website. Attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
2. The term of this Agreement shall be from July 1, 2015 through June 30, 2016 and shall include any additional time extensions provided and/or approved by the California Community College Chancellor's Office.

PROGRAM

3. By this Agreement, Agency agrees that all services provided under this agreement shall comply with the statement of work and budget (Attachment A), the AEBG AB104 Block Grant Consortium Member Allocation Form (Attachment B) and any subsequently agreed upon modifications, the terms and conditions and reporting requirements of the CCCCCO including those currently specified in AB104,

Kern AB86/AEBG Three Year Plan, Three Year Plan Update, Annual Plan (available at the Chancellor's AEBG website) (Attachment C) and any future requirements of the CCCCCO and the Budget Allocation Manual (BAM) (Attachment D).

4. Agency shall comply with the following programmatic requirements:
 - A. Agency will report and invoice (expenses, match and all supporting documentation) Kern CCD monthly, not later than the 15th of the subsequent month, according to the agreed upon budget submitted with the grant, or approved budget modification.
 - B. Budget modifications will go through an approvals process including project partners with final approval by California Community College Chancellor's Office. Agency acknowledges and agrees that it will be reimbursed in arrears.
 - C. Agency will submit with the invoice all receipts, Kern CCD required reimbursement-related forms, and payroll records necessary to support the expenditure(s), general ledger, and the required report which details how the funds were utilized, the outcomes and impacts of the expenditure(s) related to the Agency's scope of work.
 - D. Agency will submit the report, invoice and all supporting documentation to Kern CCD at the time and in the manner specified, or later modified, by Kern CCD.
 - E. Agency will secure prior written or e-mail approval from Kern CCD, the AEBG Project Administrator, for any capital outlay (equipment over \$5,000) prior to expenditure of funds or any change to the statement of work or budget.

WORK STATEMENT

5. The following Subtask references tasks contained in the Grant. Agency shall do the following:
 - A. Provide Kern CCD monthly reports of expenditures, match, and activities, outcomes, and progress toward completion of Agency's scope of work on the reporting template and documents provided by Kern CCD.
 - B. Provide completed inventory reporting for capitalized equipment.
 - C. Provide the Kern CCD Agency's Cal PASS Plus memorandum of Understanding / Data Sharing Agreement which allows access to appropriate and/or required AEBG data elements for the purpose of providing program reports in compliance with the grantor, CCCCCO's AEBG requirements as currently described and as further defined or revised in the future.
 - D. Collect and provide student and faculty data as needed to accurately complete reporting.
 - E. Keep and submit required supporting documentation regarding expenditures and outcomes.
6. For all work conducted under this Agreement, Agency will:
 - A. Ensure correct and accurate reporting.

- B. Provide accurate and timely request for compensation.
- C. Ensure, where required, that all California Community College Chancellor's Office procurement processes and requirements are followed.
- D. Keep accurate accounting records for project which comply with California Community College Chancellor's Office's Budget Allocation Manual (BAM).
- E. Complete all scope of work requirements issued as part of the subcontracting process.
- F. Work with Kern CCD to ensure that the goals of this Agreement are met.

7. PAYMENT TERMS AND SCHEDULE

- A. To implement the Agreement, Kern CCD will provide \$95,000 to Agency.
- B. An invoice shall be submitted monthly indicating expenditure of funds and completion of activities and submission of reporting.
- C. The invoice shall include the materials identified above and be subject to the approval of the Kern CCD.

8. INDEMNIFICATION AND INSURANCE

- A. Agency shall defend, hold harmless, and indemnify Kern CCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, expenses, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with this Agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

9. Kern CCD shall only be liable for reimbursement to Agency for services performed under this Agreement to the extent that it is provided funding for such reimbursement by the Grant.
10. Mutual termination. Either party may terminate this Agreement upon 45 days' written notice to the other.

SIGNATURES:

Agency
SIERRA SANDS UNIFIED SCHOOL DISTRICT

_____ Date _____
Ernie Bell
Superintendent

Kern Community College District

_____ Date _____
Sandra V. Serrano
Chancellor

Attachment A Scope of Work and Budget

The scope of work is described below and/or follows. The scope of work and budget was prepared by Agency as addressing the objectives stated in the AB86 planning document dated 3/1/2015 and incorporated into AEBG implementation documents including but not limited to the updated AB86 / AEBG Three Year Plan, the AEBG Annual Plan, and the AEBG Member Allocation Plan. The attached scope of work was submitted and agreed to by Agency, was reviewed and adopted by the AEBG Board, the governing body of the AEBG Consortium and was subsequently submitted to and approved by the CCCCCO as required for the AB86 and AEBG grant.

Scope of Work:

Activity #1

Establish a liaison position to aid students in completing their educational goals and to serve as a transition coordinator with CCCC.

Activity #2

Install a 30 unit computer lab for student use. The lab will be used to facilitate dual enrollment for students attempting to complete remedial work for entry into the CCC system. Students will be taking digital courses. They will also be able to acquire digital badges to post on their resumes.

Budget (add as many sheets as necessary)

Page Number: Page A-2 of A-2

Activity #1: Establish an Adult Education Liaison**Expenses****2000 Wages and Salaries****TOTAL: \$20,560**

TBD, Clerk III/Liaison, 1.0 FTE,

Salary: \$12.66/hr. x 203 days \$ 20,560

2000 Total

\$20,560

3000 Benefits**TOTAL: \$21, 247**

Benefits: \$ 17,230

Stat. Costs: 19.54% \$ 4,017

3000 Total

\$21,247

(Prorated: 4,181 per month Three months: 12,542)

(Note: 10 month classified position pays benefits for 12 month period)

TOTAL ACTIVITY #1 EXPENSE**\$41,807****Activity #2: Install a 30 station computer lab****4000 Supplies****TOTAL: \$37,193**

30 Computers @ \$800 each \$ 24,000

15 Computer Tables @ 500 each \$ 7,500

1 Color Laser Printer @ \$ 1393 \$ 1,393

Copier \$ 4,300

4000 Total

\$37,193

6000 Equipment**TOTAL: \$16,000**

Lab infrastructure setup and wiring \$16,000

TOTAL ACTIVITY #2 EXPENSE**\$53,093****TOTAL AGENCY EXPENSE**

Expense	Activity #1	Activity #2	1000s Total
1000	-0-	-0-	-0-
2000	20,560	-0-	\$41,807
3000	21,247	-0-	-0-
4000	-0-	37,193	\$37,193
5000	-0-	-0-	-0-
6000	-0-	16,000	\$16,000
TOTAL	\$41,807	\$53,193	\$95,000

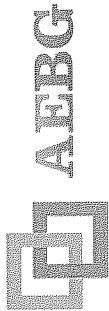
TOTAL AGENCY EXPENSE**\$95,000**

Attachment B AEBG Planning & Reporting Documents

AEBG AB104 Block Grant Consortium Member Allocation Form

Kern Summary and Agency Pages

And AEBG Award Notification



AB104 Block Grant Consortium Member Allocations Form

Instructions:

Select the name of your consortium from the pull-down menu. Fill-out one worksheet for each member of your consortium. Values entered in individual worksheets will rollup here on the

Consortium Name:

3.1 Consortium Services by Program Area and Funding Source (Estimated)

	Regional Consortium AEBG Allocation		WIOA Title II (Adult Education & Literacy)	Adult Perkins	CalWorks	LCFF*	CCPT	CCD Apportionment	Adults in Jail**	Total
	MOE	Consortium Allocation								
3.1a - Adult Education (ABE, ASE, Basic Skills)	\$4,047,065	\$1,486,160	\$973,964	\$479,187	\$822,667	\$53,122	\$0	\$9,887,425	\$840,563	\$18,590,153
3.1b - English as a second language	\$3,157,384	\$243,000	\$670,293	\$0	\$668	\$200,000	\$0	\$836,863	\$0	\$5,108,208
3.1c - Adults in the workforce (including older adult)	\$250,699	\$320,000	\$0	\$2,619	\$668	\$0	\$0	\$0	\$0	\$573,986
3.1d - Adults training to support child school success	\$5,230	\$135,000	\$0	\$0	\$668	\$0	\$0	\$0	\$0	\$140,898
3.1e - Adults with Disabilities	\$906,513	\$40,000	\$0	\$0	\$0	\$0	\$0	\$27,897	\$0	\$974,410
3.1f - Careers and Technical Education	\$2,945,163	\$2,018,866	\$0	\$872,030	\$17,587	\$0	\$0	\$0	\$0	\$5,853,646
3.1g - Pre-apprenticeship Training	\$0	\$24,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,500
Total	\$11,312,054	\$4,267,526	\$1,644,257	\$1,353,836	\$842,258	\$253,122	\$0	\$10,752,185	\$840,563	\$31,265,801

3.2 Consortium Allocations by Member (Estimated)

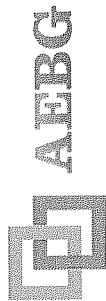
	Total Allocations to Members	Indirect Fees (MOE Only)		Administration (≤ 5% of total Consortium AEBG funds)	
		\$ Amt	%	\$ Amt	%
3.2a - Maintenance of Effort (MOE)	\$11,312,054	\$536,924	5%	\$224,606	2%
3.2b - Consortium Allocation	\$4,267,526	\$0	0%	\$0	0%
Total	\$15,579,580	\$536,924	3%	\$224,606	2%

5.1 Allocations by Objective and Fund Source (Estimated)

	Regional Consortium AEBG Allocation		WIOA Title II (Adult Education & Literacy)	Adult Perkins	CalWorks	LCFF*	CCPT	CCD Apportionment	Adults in Jail**	Total
	MOE	Consortium Allocation								
5.1a - Obj. 3: Seamless Transition	\$5,655,011	\$2,416,740	\$748,258	\$0	\$1,337	\$0	\$0	\$0	\$0	\$8,821,346
5.1b - Obj. 4: Gaps in Services	\$4,867,920	\$1,325,500	\$629,988	\$1,252,537	\$819,481	\$200,000	\$0	\$10,752,185	\$840,563	\$20,688,174
5.1c - Obj. 5: Accelerated Learning	\$306,805	\$357,500	\$0	\$98,005	\$0	\$0	\$0	\$0	\$0	\$762,310
5.1d - Obj. 6: Professional Development	\$421,879	\$130,500	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$562,379
5.1e - Obj. 7: Leveraging Structures	\$60,439	\$37,286	\$0	\$0	\$7,587	\$0	\$0	\$0	\$0	\$105,312
Total	\$11,312,054	\$4,267,526	\$1,378,246	\$1,350,542	\$838,405	\$200,000	\$0	\$10,752,185	\$840,563	\$30,939,521

**19 & older

*K-12/COE Only



AB104 Block Grant Consortium Member Allocations Form

Instructions:

Complete the tables below with information from your institution. Only enter values in the blue-shaded cells. Values entered here will rollup on the summary tab.

Consortium:

Kern

Member Name:

Sierra Sands USD

3.1 Consortium Services by Program area, Member and Funding Source (Estimated)

	Regional Consortium AEBG Allocation		WIOA Title II (Adult Education & Literacy)	Adult Perkins	CalWorks	LCFF*	CCPT	CCD Apportionment	Adults in Jail**	Total
	MOE	Consortium Allocation								
3.1a - Adult Education (ABE, ASE, Basic Skills)	\$127,000	\$95,000								\$216,000
3.1b - English as a second language	\$5,000									\$5,000
3.1c - Adults in the workforce (including older adults)										\$0
3.1d - Adults training to support child school success										\$0
3.1e - Adults with Disabilities										\$0
3.1f - Careers and Technical Education										\$0
3.1g - Pre-apprenticeship Training										\$0
Total	\$127,000	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000

3.2 Consortium Allocations by Member (Estimated)

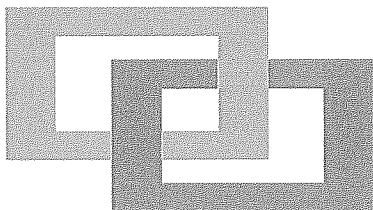
	Total Allocation to Member	Indirect Fees (MOE Only)		Administration (≤ 5% of total Consortium AEBG funds)	
		\$ Amt.	%	\$ Amt.	%
3.2a - Maintenance of Effort (MOE)	\$127,000	\$6,528	5%		0%
3.2b - Consortium Allocation	\$95,000		0%		0%
Total	\$222,000	\$6,528	3%	\$0	0%

5.1 Allocations by Objective and Fund Source (Estimated)

	Regional Consortium AEBG Allocation		WIOA Title II (Adult Education & Literacy)	Adult Perkins	CalWorks	LCFF*	CCPT	CCD Apportionment	Adults in Jail**	Total
	MOE	Consortium Allocation								
5.1a - Obj. 3: Seamless Transition	\$113,000	\$40,000								\$153,000
5.1b - Obj. 4: Gaps in Services	\$12,000	\$55,000								\$67,000
5.1c - Obj. 5: Accelerated Learning	\$1,000									\$1,000
5.1d - Obj. 6: Professional Development	\$1,000									\$1,000
5.1e - Obj. 7: Leveraging structures										\$0
Total	\$127,000	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000

*19 & older

**K-12COE Only



AEBG
PARTNERING FOR A STRONG
CALIFORNIA WORKFORCE

December 8, 2015

Dear Adult Education Block Grant Consortia and Members:

Please accept this formal notification that the State has received and reviewed your Adult Education Block Grant templates, plans, workbooks, and forms as submitted for compliance with Assembly Bill 104 "The Adult Education Block Grant Program" (SEC. 39, Article 9, Section 84900). The State reserves the right to request changes or follow up as needed on the documents submitted.

Activities for the block grant began July 1, 2015 and will continue through December 31, 2017. Per the AB104 budget bill language Section 84912, funding shall be apportioned to each regional consortium through monthly allocations.

Quarterly expenditure and progress reporting will begin January 2016 (with a budget entered into the online expenditure reporting system in the prior month) and will continue every six months until January 2018. An expenditure report is also required (due annually in July) for all AEBG funds (MOE and consortium) by program area. Student enrollment and outcomes reporting for State Fiscal Year 15-16 are due in late February/early March (Mid-Year) with the end of the year reporting due in August. More information will be provided through webinars, newsletters and other communications.

If you have any questions regarding this letter and/or any grant related documents, please contact the Adult Education Block Grant Office at ab86@cccco.edu

Thank you.

Chris Nelson
California Department of Education

Debra Jones
California Community College Chancellor's Office

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***

Carol Barrett***
Science – Burroughs
Effective 5-27-16

Barbara Johnson***
Project Teacher – Pierce
Effective 5-27-16

Saxon Johnson***
English – Mesquite
Effective 5-27-16

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Coaches for 15-16 year:
Mararetkieunga Gean
Girls Wrestling - BHS

Volunteer Coaches:
Alberto Gean

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Edward Brooks***
8 hr. Groundsworker – Maintenance
Effective 1-29-16

Alison Burson***
Director of Food Service, Transportation, and Warehouse
Effective 6-30-16

Tai Calderon
5 ½ hr. Paraprofessional – Richmond
Effective 12-18-15

Linda Christiansen***
5 ½ hr. Paraprofessional – Richmond
And 2 ½ hr. Transportation Monitor – Transportation
Effective 6-1-16

Barbara Ingle
8 hr. Administrative Secretary II, Confidential, Business Office
Effective 1-1-16

Sharon McKeown
5 ½ hr. Paraprofessional – Burroughs
Effective 12-14-15

David McPeters
5 ½ hr. Paraprofessional – James Monroe
Effective 12-7-15

Veronica Muchmore***
8 hr. Transportation Technician
Effective 1-29-16

8.22 LEAVE OF ABSENCE

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (Continued)

8.23 EMPLOYMENT

Crystal Avila
5 ½ hr. Paraprofessional – Richmond
Effective 12-02-15

Daloune Darilas
5 ½ hr. Paraprofessional – Gateway
Effective 12-03-15

Student Food Service Workers for the 2015-2016 School Year:
Jose Alvizar

Student Workability Workers for the 2015-2016 School Year:
Toma Hansen
Ricky L. Medlin
Michael Nix

Classified Substitutes for the 2015-2016 School Year:
Pedro Aguilar
Amy Bond
Sheri Harper
James Heier
Megan Killian
Wendy Morquecho
Matthew Morrow
Kimberly Raz
Gina Spurbeck

8.24 CHANGE OF STATUS

Melanie Christy
From: 2 ½ hr. Transportation Monitor – Transportation
To: 2 ¼ hr. Transportation Monitor – Transportation
Effective 12-15-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Rebecca Hendrickson

From: 1 ½ hr. Transportation Monitor – Transportation

To: 1 hr. Transportation Monitor – Transportation

Effective 12-15-15

Bertha Mondragon

From: 2.75 hr. Transportation Monitor – Transportation

To: 1.5 hr. Transportation Monitor – Transportation

Effective 10-22-15

Lena Pokol

From: 6.42 hr. Paraprofessional – James Monroe

To: 5.5 hr. Paraprofessional – SELPA/James Monroe

Effective 1-5-16

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following donations have been received: Ms. Phyllis Wise donated a tenor saxophone with an estimated cash value of \$1,000.00 to be used by the James Monroe Middle School band, NDTI donated four office desks with an estimated cash value of \$750.00 to Murray Middle School staff

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

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

9. GENERAL ADMINISTRATION

- 9.2 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, 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.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between October 1 and December 31, 2015 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, 2016 for period Jan 1 - Mar 31)
- ☐ July 1, 2015 (for period Apr 1 - Jun 30)
- ☐ Oct 1, 2015 (for period Jul 1 – Sep 30)
- ☒ Jan 1, 2016 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: January 21, 2016

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

9. GENERAL ADMINISTRATION

9.3 Approval of Revisions to the 2016-2017 Academic Calendar

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

CURRENT CONSIDERATIONS: The approved Academic Calendar for the 2016-2017 was adopted by the board during their June 18, 2015 regular board meeting. Upon recent review of the non-school days in the month of October, it was noted that October 7, 2016 must be corrected to be a “school day” in order to meet the 180-day requirement.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the revised 2016-2017 academic calendar as revised.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Academic Calendar for 2016-17

July 2016	1 4 5 6 7 8 July 4 - Independence Day 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	January 2017	2 3 4 5 6 January 2 - New Year's Day 9 10 11 12 13 16 17 18 19 20 January 16 - Martin Luther King Jr Birthday 23 24 25 26 27 30 31
August 2016	1 2 3 4 5 August 5 - Optional Teacher Work Day 8 9 10 11 12 August 8 - First Teacher Work Day 15 16 17 18 19 August 9 - 1st Day of Instruction 22 23 24 25 26 29 30 31	February 2017	1 2 3 6 7 8 9 10 February 17 - Lincoln's Birthday 13 14 15 16 17 February 20 - Washington's Birthday 20 21 22 23 24 February 24 - End of 2nd Trimester 27 28
September 2016	1 2 5 6 7 8 9 September 5 - Labor Day 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	March 2017	1 2 3 6 7 8 9 10 13 14 15 16 17 March 17 - End of 3rd Quarter 20 21 22 23 24 March 20-24 - Spring Recess 27 28 29 30 31
October 2016	3 4 5 6 7 October 7 - End of 1st Quarter 10 11 12 13 14 October 10 - Columbus Day 17 18 19 20 21 October 11 - 14 - Non School Days 24 25 26 27 28 31	April 2017	3 4 5 6 7 10 11 12 13 14 April 14 - In Lieu of Admission Day 17 18 19 20 21 24 25 26 27 28
November 2016	1 2 3 4 November 4 - End of 1st Trimester 7 8 9 10 11 November 11 - Veteran's Day 14 15 16 17 18 November 21 -23- Non School Days 21 22 23 24 25 November 24-25- Thanksgiving 28 29 30	May 2017	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 May 29 - Memorial Day 29 30 31
December 2016	1 2 5 6 7 8 9 December 16 - End of 1st Semester 12 13 14 15 16 December 19 - 30 - Winter Recess 19 20 21 22 23 December 23 , 26 - Classified Holidays 26 27 28 29 30	June 2017	1 2 June 1 - Last Day of Instruction 5 6 7 8 9 June 2 - Optional Teacher Work Day 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30

First/Last Day of Instruction PURPLE

Quarter End ORANGE

Trimester End BLUE

Non-school Days GREEN

Legal Holiday RED

Winter/Spring Recess 

MINIMUM DAY SCHEDULE

Elementary School	Middle School	High School
November 14, 15, 16, 17, 18	December 14, 15, 16	December 14, 15, 16
December 16	May 31, June 1	May 30, 31, June 1
March 14, 15, 16, 17		
May 25, 26, 30, 31, June 1		

9. GENERAL ADMINISTRATION

9.4 Approval to Enter into a Memorandum of Understanding with California Lutheran University

BACKGROUND INFORMATION: The district anticipates a growing need for administrators in SSUSD schools and departments in the near and mid-future. Consistent with our partnership with the Naval Air Warfare Station, we have an interest in growing our own teaching and administrative professional workforce. Recognizing that pursuing a master's degree and a Professional Administrative Services credential can be difficult when located in our remote region, it would be optimal if we could create an opportunity where a cohort of SSUSD and other local teachers could receive the instruction right here in Ridgecrest.

CURRENT CONSIDERATIONS: It is the intent of the California Lutheran University (CLU) and Sierra Sands Unified School District (SSUSD) to enter into a partnership for the purpose of preparing and supporting school leaders who can guide school improvement and student learning well into the 21st century. CLU has made the appropriate arrangements with the Western Association of Schools and Colleges (WASC) in order to be authorized to provide instruction in Ridgecrest, in a SSUSD facility. The enclosed Memorandum of Understanding (MOU) between CLU and SSUSD will provide an opportunity for local educators to access competitive master's and Professional Administrative Services Credential programs in their hometown of Ridgecrest, whereby eliminating the need to commute long distances, travel cost, and time.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the enclosed Memorandum of Understanding with California Lutheran University.

MEMORANDUM OF UNDERSTANDING

It is the intent of the California Lutheran University ("CLU") and Sierra Sands Unified School District ("SSUSD") to enter into a partnership for the purpose of preparing and supporting school leaders who can guide school improvement and student learning well into the 21st century. This partnership is collaboratively planned and implemented for the academic and field preparation of school leaders.

RECITALS

- A. CLU has established an approved program of special training entitled the Masters of Arts in Educational Leadership and the Preliminary Administrative Services Credential, to provide classroom and field experience that will prepare candidates whose future career goals include leadership within an educational organization (the "Program");
- B. The Program requires facilities where students may engage in classroom instruction and supervision for field learning experience required in the curriculum; and
- C. SSUSD has the equipment needed by Program participants as part of the instructional and field learning experiences.

TERMS

In consideration of the mutual promises and conditions in this Memorandum of Understanding ("MOU") and for good and valuable consideration, CLU and SSUSD agree as follows.

1.0 Obligations of SSUSD.

- 1.1 SSUSD will provide a coordinator who will meet regularly with the CLU Program Coordinator to ensure Program coherence.
- 1.2 SSUSD will provide office space for the Program coordinator, including phone and copier access and paper for any copying needs.
- 1.3 SSUSD will provide space for instructional purposes, with the following technology:
Internet access and screen and/or monitor whenever classes are in session.
- 1.4 SSUSD will permit preferential access to schools and classrooms for fieldwork purposes.
- 1.5 SSUSD agrees to provide custodial support, access to Wi-Fi, HVAC services, and facilities support whenever classes are in session.

2.0 Obligations of CLU.

- 2.1 CLU will provide a Program Coordinator with practitioner experience who is well-versed in the needs of local schools.
- 2.2 CLU Program Coordinator will attend any meetings of the SSUSD that may pertain to the SSUSD/CLU partnership.
- 2.3 CLU will work with SSUSD in developing mutually agreed upon staff development opportunities. Staff development opportunities will be determined no later than October 31 of each year.
- 2.4 CLU will provide a copy of general comprehensive liability insurance policy acceptable to SSUSD in the amount of \$1,000,000 naming SSUSD as an additional insured.

- 2.5 CLU will offer a curricular program outline that has been approved by the Commission on Teacher Credentialing and CLU's Graduate and Professional Education Committee (GPEC).
- 2.6 CLU is responsible for the coordination with and support of the main CLU campus offices and programs.
- 2.7 CLU will provide SSUSD with an annual announcement or description of the Program.
- 2.8 CLU is responsible for the selection and admission of students and for the administration of the Program.
- 2.9 CLU is responsible for hiring and supporting qualified and properly credentialed adjunct faculty who teach in the Program.
- 2.10 CLU employees will abide by the rules and policies of SSUSD while using its facilities.

3.0 Term.

- 3.1 This MOU will commence on April 1, 2016 and end on May 31, 2017, with options to renew upon review of program enrollment and mutual agreement.

4.0 Governance.

- 4.1 In order to ensure program coherence, the CLU Program Coordinator will meet regularly with the SSUSD Coordinator. The CLU Program Coordinator agrees to attend any meetings of the SSUSD administration or the Board of Trustees that may pertain to the partnership.

4.2 The CLU Program Coordinator will attend all CLU faculty, GSOE, and Educational Leadership Department meetings in order to keep CLU faculty and administration abreast of program developments.

5.0 Program Evaluation and Accountability.

5.1. CLU and SSUSD agree to uphold high standards for the teaching and learning of all students, and the preparation of school leaders.

6.0 Insurance Hold Harmless.

6.1 SSUSD agrees that it will indemnify and hold harmless CLU, its Board of Regents, officers, servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of any act, failure to act, or negligence of SSUSD, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this MOU.

6.2 CLU agrees that it will indemnify and hold harmless SSUSD, its officers, agents, and employees from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of any act, failure to act, or negligence of CLU, its officers, agents, employees or students enrolled in the Program, in connection with or arising out of the activities which are the subject of this MOU.

7.0 Laws, Rules, and Regulations: Non-Discrimination.

7.1 SSUSD and CLU agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, physical or mental disability, medical condition, status as a disabled veteran, or veteran of the Vietnam era, and that SSUSD agrees to comply with all non-discriminatory laws and policies that CLU promulgates and to which CLU is subject. CLU shall provide SSUSD with any such written policies or rules in advance.

7.2 SSUSD and CLU agree that they will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this MOU, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

8.0 Use of Name: Advertising.

8.1 Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

9.0 Termination

9.1 Either party to this MOU may withdraw from the MOU by giving advance written notice, which will permit CLU to teach out its courses to the end of the academic year.

9.2 An appropriate authority of either party must sign the written notice of termination.

The MOU will be considered void on the last day of the academic school year after receipt of such written termination notice.

10.0 Non-Assignment and Subcontracting.

10.1 Neither party shall assign, transfer, contract or subcontract for the furnishing of services to be performed under this MOU without the prior written approval of the other party.

11.0 Entire Agreement: Modification.

11.1 This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

12.1 This MOU shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement. Any civil action shall be brought in the Superior Court for the County of Ventura.

13.0 Consideration.

13.1 Under the terms of this MOU, SSUSD will cover all costs of maintenance, custodial support, and access to Wi-Fi capability for candidates in the Program.

14.0 Severability.

14.1 In the event one or more clauses of this MOU are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this MOU to the maximum extent possible while still meeting the objectives of this MOU.

15.0 Waiver.

15.1 The failure of either party to exercise any of its rights under this MOU for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the MOU shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the MOU unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day _____, 2016.

FOR SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ernest Bell, Superintendent

Date

Michael Scott, Board President

Date

FOR CALIFORNIA LUTHERAN UNIVERSITY

Dr. Michael Hillis, Dean Graduate School of Education

Date

Dr. Leanne Neilson, Provost

Date

Karen Davis, Vice President of Administration and Finance

Date

Dr. Chris Kimball, President

Date

9. GENERAL ADMINISTRATION

9.5 Authorization for Board Member Travel, NAFIS Conference March 12-16, 2016

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2015-16 travel budget for the board was approved for 18,700.00.

CURRENT CONSIDERATIONS: Ms. Amy Castillo-Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Washington, D.C. March 12-16, 2016 to attend the NAFIS Spring Conference. Cost of travel is estimated as follows:

Conference registration	\$ 500.00
Air Fare	\$ 375.00
Hotel (4 nights @ \$349.23 inc. tax)	\$1,396.92
Meals (5 days @ \$50 per day)	\$ 250.00
Vehicle/Fuel	\$ 150.00
Miscellaneous	\$ 50.00

Estimated total cost of travel	\$ 2,721.92
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FINANCIAL IMPLICATIONS: The travel budget for the board for 2015-16 is \$18,700.00. To date, \$13,718.72 has been approved.

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

9. GENERAL ADMINISTRATION

9.6 Discussion on Student Board Members

BACKGROUND INFORMATION: In accordance with Board Bylaw 9150, student candidates are solicited to serve as student members of the Board of Education.

CURRENT CONSIDERATIONS: At the December 10, 2015 board meeting, a request was made to bring the subject of student board members back as a future discussion item.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board discuss the subject of student board members at this time.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: Design, documentation activity, and planning continue at several sites. Mr. Steve Hubbard, Project Manager with Maas Co., will update the board and community on these activities.

FINANCIAL IMPLICATIONS: None.

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



Capital Projects Report

to the

Board of Trustees of the

Sierra Sands Unified School District

January 21, 2016

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

January, 2016

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Dave Hall
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	ProWest PCM



Fast Facts

Complete renovation of the permanent instructional spaces throughout the campus along with the addition of a new Administration Building to reorient the front of the campus to the southwest and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include refurbishment of all finishes, replacement of all existing HVAC and lighting systems, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- Total Project Budget \$31,909,274
- Project Square Footage (GSF) 219,583 GSF (Rev.)
- Funding Source 80% DOD, 20% District Funds
- Construction Mobilization..... January 2016 (Previously September 2015; DSA review delay)
- Targeted Completion 10/4/17 (Originally 12/31/15; Grant Agreement Amended)

Sustainable Features

Meets requirements of the National Environmental Policy Act



BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

Fast Financial Facts

- Total Project Budget (TPB). \$31,909,274
- Construction Budget @70% of TPB. \$22,336,491
- Reserve for Soft Costs/Fees @ 30% TPB. . . . \$ 9,572,782
- Encumbrances To Date. \$ 6,387,727
- Percent Complete of Project Cost 20.0%
- Percent Complete of Construction 0%

Project Update

- Bid Release No. 1 produced mixed results. 9 Bid Packages were under estimate and subsequently accepted by the Board. 4 Bid Packages were over estimate, but, upon further evaluation, were determined to be acceptable and are recommended for acceptance by the Board. 5 Bid Packages are being rebid.
- Phase 2 (Redesign of the new Administration Building and the Student Parking Lot) has been submitted to DSA for review.
- Construction Manager will be mobilizing the site on 2/1/16 and construction activities will commencing shortly after.
- Bi-weekly Meeting with Project Team conducted on 1/5/16. Next scheduled meeting 1/19/16.
- Ground Breaking Ceremony is scheduled for 2/8/16
- Execution of HVAC work in PAC scheduled for Summer 2016; bidding to be conducted in early 2016 due to long lead for project materials and equipment; prior date of Sept 2015 delayed due to coordination with Modernization and DSA delay.

BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH

•DSA “Stamp-Out”	11/18/15
•Bid Release No. 1 Opening	12/22/15
•Board Approval of 9 Bid Packages	1/6/16
•4 Recommended Bid Packages to Board for Approval	1/21/16
•Bid Release No. 2 (5 Bid Packages)	1/28/16 – 2/28/16
•Construction Mobilization	2/1/16

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

Address	200 E. Drummond Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	IBI Group Bakersfield, CA
· Construction Manager	ProWest PCM



Fast Facts

New construction of a complete middle school campus to house the students from the existing Murray Middle School including Classroom Buildings, Music and Art Building, Library, Gymnasium, Multi-purpose Room and Administration Building, along with playing fields and a central campus courtyard.

- Total Project Budget \$39,542,838
- Project Square Footage (GSF) 67,896 GSF (Rev - originally 93,000 SF)
- Funding Source 80% DOD, 20% District Funds
- Construction Mobilization..... December 2015 (originally 9/30/16)
- Targeted Completion 7/18/2017 (originally 9/30/16)

Sustainable Features

- Meets requirements of the National Environmental Policy Act

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

Fast Financial Facts

- Total Project Budget (TPB). \$39,542,838
- Construction Budget @ 70% TPB less demo \$24,479,986
- Demolition Allowance for Old Murray \$ 3,200,000
- Reserve for Soft Costs/Fees @ 30% TPB \$11,862,851
- Encumbrances To Date. \$ 7,209,651
- Percent Complete of Project Cost 18.2%
- Percent Complete of Construction 0%

Project Update

- Bid Opening for Bid Release No. 2, covering General Facilities, General Trades, Asphalt Paving and Landscaping scheduled for 1/12/16.
- District currently in negotiations with Meehleis Company to provide and install all Modular Buildings with the expectation to make recommendation to the Board by early February.
- Construction Activities currently in progress.
 - Soil Remediation (Start 1/12/16. Complete 2/9/16).
 - Site Demolition (Start 2/10/16. Complete 3/25/16).
 - Site Utilities (Start 12/28/15. Complete 3/25/16).
 - Site Electrical (Start 1/20/16, Complete 3/25/16).
- Request for Amendment to the Grant submitted for review by Office of Economic Adjustment (OEA) due to significant delays caused by regulatory agency review and requirements is pending.
- Ground Breaking Ceremony is scheduled for 2/8/16



MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

•DSA “Stamp-Out”	8/17/15
•Bid Release No. 1 Opening	10/6/15
•Board Approval of 3 Bid Packages	11/19/15
•Bid Release No. 2 (4 Bid Packages)	12/8/16 – 1/12/16
•Construction Mobilization	12/7/15
•Site Remediation, Site Utilities & Site Electrical	12/28/15 – 3/25/16
•Negotiation for Modulares	2/1/16 (Projected)
•Preparation of Modular Documents for DSA review.	2/8/16 – 5/8/16 (Projected)
•DSA Review	5/8/16 – 8/8/16 (Projected)
•DSA “Stamp-Out”	8/8/16 (Projected)
•Commence fabrication of modular units	8/8/16 (Projected)

*

HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE

· Address	Various
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	TBD



Fast Facts

Remediation of prior substandard construction and installation of HVAC units. Work at school sites that have not yet benefited from Modernization projects includes structural, mechanical and electrical retrofitting of existing HVAC units to properly respond to existing conditions and to correct prior substandard work. Due to budget constraints, work now includes Monroe Middle School, Mesquite Continuation School, and Burroughs High School.

- Total Project Budget \$7,024,500
- Project Square Footage (GSF) Varies
- Funding Source Facilities Hardship /Siemens
- Construction Mobilization. June 2016 (prior Sept 2015)*
- Targeted Completion Summer 2016 (prior Spring 2017)*

* District determined that construction must occur when school not in session. DSA Plan check delay resulted in missing Summer 2015 construction; next opportunity for construction is Summer 2016.

- Meets requirements of the National Environmental Policy Act



HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE

Fast Financial Facts

- Total Project Budget\$7,024,500
- Construction Budget @ 70%.....\$4,917,150
- Reserve for Soft Costs/Fees at 30%\$2,107,350
- Encumbrances To Date. \$ 852,697
- Percent Complete of Project Cost 12.1%
- Percent Complete of Construction 0%

Project Update

- Correction of all prior BHS Open A# work as part of Modernization approved by DSA; prior A#'s retired.
- BHS – PAC Air Handlers DSA Plan Check complete; construction to be deferred until further notice.
- James Monroe DSA Plan Check complete; construction to be deferred until further notice.
- Mesquite DSA Plan Check complete; project approved for construction
- PAC HVAC Remediation DSA Plan Check complete; project approved for construction
- Delay in DSA plan check has caused delay of construction until Summer 2016.
- PAC and Mesquite to be bid separately as a General Contractor project.
- Applications for State Facilities Hardship funds remain in process.

HVAC REMEDIATION

SCHEDULE:

•DSA “Stamp-Out”	7/2/15 & 7/7/15
•Bid Advertisements (twice)	2/08/16 & 2/15/16
•Bidding Period	2/08/16 to 3/01/16
•Recommended Bid Results for Approval	3/17/16
•Submittal Review	03/22/16 -04/05/16
•Construction Start (Mobilization)	5/30/16

10. CONSTRUCTION ADMINISTRATION

10.2 Approval of Agreements for Construction with Various Prime Trade Contractors for Multiple Trades for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. In preparation for construction commencement in mid-January, 2016, eighteen (18) prime trade bid packages were compiled for the project work.

CURRENT CONSIDERATIONS: The project was bid on December 22, 2015 according to the formal procedures established by the district, the OEA and the State of California. District staff conducted a competitive process in accordance with the district's established protocol:

1. Convened a district selection committee
2. Published an Invitation to Bid for Multiple Bid Packages by Prime Trade as follows:
 - District website
 - Public Plan Rooms:
 - IB Reprographics
 - iSFt
 - McGraw-Hill
 - Construction Market Data
 - News Publications
 - Press Enterprise on 11/19/2015 and 11/27/2015
 - Antelope Valley Press on 11/19/2015 and 11/27/2015
 - Bakersfield Californian on 11/19/2015 and 11/27/2015
 - Daily Independent on 11/19/2015 and 11/27/2015
 - News Review on 11/20/2015 and 11/27/2015
3. A local Contractors Outreach event was held on November 10, 2015 and a Job Walk was held on November 24, 2015.
4. A total of sixty-three (63) bid proposals were received. The summary identifying responses to each trade package is attached.
5. The District Selection Committee composed of district administrators and district program managers as non-voting observers, met to review and qualify the proposals the same work day.

It was the consensus of the committee that the following firms be selected, by trade package, as the responsive low bidding construction contractors to execute the trade work for the project:

- 01 – General Facilities – Hi Desert Construction – \$1,162,187.00
- 11 – Drywall, Framing & Insulation – Hi Desert Construction – \$728,807.00
- 16 – Plumbing – Stanton Utilities, Inc. – \$906,000.00
- 18 – Electrical & Special Systems – USS Cal Builders, Inc. – \$5,788,000.00

FINANCIAL IMPLICATIONS: The bid proposals received and to be made a part of the construction documents are for the amounts identified above. Funding for this expense shall be 80% from the Burroughs High School grant funds and 20% from district matching funds including Fund 14.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approves the bid selection and allow the district to enter into agreements for construction for the identified BHS project bid packages as outlined above.

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of Agreement for Equipment and Installation Services with Digital Networks Group, Inc. at Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. In preparation for construction commencement while school is in session, it was determined that Building N on the BHS campus would be used as swing space for the students. In order to utilize Building N, additional equipment must be purchased to maintain the same standard of teaching the students are accustomed to receiving.

CURRENT CONSIDERATIONS: As the amount of the estimated cost for this equipment is within the limit for informal bidding procedures, no formal bidding process was required. The district acquired a quote from Digital Networks Group, Inc. a satisfactory provider of services to the district. Digital Networks will provide and install a projector and white board, as well as the necessary cabling, for 8 classrooms in Building N. The equipment to be provided is the standard technology that is currently in every classroom at Burroughs High School.

FINANCIAL IMPLICATIONS: The quote received and to be made a part of the project is for \$32,344.37. Funding for this expense shall be 80% from the Burroughs High School grant funds and 20% from district matching funds including fund 40.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize district staff to enter into an agreement with Digital Networks Group, Inc. for the proposed installation and necessary equipment.

10. CONSTRUCTION ADMINISTRATION

10.4 Approval of Open Purchase Order for Eastern Sierra Land Surveys, Inc. for the New Murray Middle School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. In response to that grant, the district has initiated design and construction phase services to complete execution of the project. In preparation for construction services, numerous incidental land surveys of the Murray Middle School site must be completed.

CURRENT CONSIDERATIONS: The district has been utilizing the services of Eastern Sierra Land Surveys, Inc. to perform land surveys. While there usually is sufficient time to receive a formal proposal and arrange for a purchase order to be processed, there will be times that some of these surveys are necessary to be performed on short notice. The surveys may vary between \$3,000 to \$4,500. To speed up the typical process, it is necessary to have an open purchase order in place for these occasional instances.

FINANCIAL IMPLICATIONS: The requested amount for an open purchase order is \$25,000.00. Funding for this expense shall be 80% from the Murray Middle School grant funds and 20% from district matching funds including fund 40.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize district staff to create an open purchase order with Eastern Sierra Land Surveys, Inc. for various surveying services as presented.

11. BUSINESS ADMINISTRATION

11.1 Report to the Board of Education on the Governor's Budget

Mrs. Christina Giraldo, Assistant Superintendent of Business Services will report to the board on the Governor's budget.

11. BUSINESS ADMINISTRATION

11.2 Acceptance of 2014-15 Audit Reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority

BACKGROUND INFORMATION: In accordance with Education Codes 35145 and 41020, the district is required to conduct an annual audit and report the findings for both the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority audit to the board.

CURRENT CONSIDERATIONS: The 2014-15 audit reports have been prepared by the auditing firm of Burkey, Cox, Evans & Bradford Accountancy Corporation and have been provided for review.

Both activities received an unqualified opinion indicating that the district's fiscal procedures and controls were implemented appropriately and in accordance with California Education Code and other pertinent regulations. It was found that the district complied in all material respects with the requirements regarding compliance, including those applicable to each of its multiple federal programs for the year ending June 30, 2015. The audit found no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards. Sierra Sands was found by the auditor to be a low-risk auditee. A significant deficiency not considered to be a material weakness was noted and limited to the area of state awards only. The item cited was confined to Independent Study contracts, due to discrepancies in the backup documents. The district's procedures have been corrected and will be monitored. Audit findings for 2013-14 related to attendance accounting were considered to be fully implemented.

In regard to the federal programs, Sierra Sands complied in all material respects with the requirements of the Government Auditing Standards issued by the Comptroller of the United States and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Of note is the fact that the Governmental Accounting Standards Board (GASB) approved Statement No. 68, *Accounting and Financial Reporting for Pensions*, in June 2012. The statement applies to government entities that provide pension benefits to their employees and requires those entities to significantly modify the measurement and reporting of long-term obligations and annual costs associated with providing pension benefits. More specifically, GASB 68 requires reporting of the district's proportionate share of the pension plan's cumulative Net Pension Liability in the district's financial statements. Although there is no impact on fund balances, GASB 68 changes the look of the financial statements, more in line with how private industry reflects their accounting.

Chart #1: Reconciliation of governmental funds to net position. This exhibit is specifically oriented around the GASB 34 private sector emphasis and recapitulates the district's status with regard to its net position. The district's total net position reflects the difference between its total assets (much of which relate to various cash and capital asset accounts, including buildings and/or other facilities related funds and assets) and its liabilities, which includes accounts payable i.e. long term debt for certificates of participation, the general obligation bond, and the lease revenue bond.

Chart #2: Reconciliation of net change in governmental funds to net position. This exhibit is also oriented toward the GASB 34 emphasis and reflects the factors driving the change in fund balance during 2014-15. The most significant factor associated with the change in net position continues to revolve around the effects of the district's successful facilities initiatives.

Chart #3: Revenue sources for the year ending June 30, 2015. This chart speaks to the various funding sources contributing to Sierra Sands Unified School District's revenue. Sixty-four percent of the district's revenue represents a combination of state aid and property taxes. Local revenue shows a decrease of 9% which is related to a reduction in one time money related to facilities funding.

Chart #4: Expenditures for the year ending June 30, 2015. This chart provides an illustration of expenditures by category. Instruction and instruction-related expenses account for 57% of all district expenditures. Plant Services, which includes facilities initiatives, increased to 18%, General Administration accounts for 4%, Debt Services for 9%, and Pupil and Other services for 12%.

Chart #5: Comparison of Fund Balance in the General Fund speaks to the status of the fund balance at year end for the previous four years. The decrease in 2014-15 over 2013-14 is mainly reflective of the district's continued deficit spending.

Chart #6: Average Daily Attendance (ADA) provides a four-year history which depicts the experience Sierra Sands Unified School District has had in the past. 2014-15 was the ninth year in a row that the district experienced declining ADA.

Chart #7: General Long-Term Debt also provides information over the last four years regarding the district's long-term debt. The chart shows a restatement for the fiscal year ending June 2014 due to the pension liability inclusion per GASB 68.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the 2014-15 audit reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority be accepted as presented.

**The Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority audits are available as a separate attachment.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Financial Trends and Analysis
June 30, 2015

Burkey Cox Evans & Bradford
Accountancy Corporation

SIERRA SANDS UNIFIED SCHOOL DISTRICT

RECONCILIATION OF GOVERNMENTAL FUNDS TO NET POSITION

For the Year Ended June 30, 2015

Total Fund Balance – Governmental Funds		\$33,407,788
PLUS: Fixed Assets		
Capital Assets (at cost)	\$108,356,447	
Accumulated Depreciation	<u>(27,439,912)</u>	80,916,535
LESS: Long Term Debt		
Net Pension Liability	(29,728,000)	
Deferred Inflows of Resources – Pensions	(7,977,000)	
Deferred Outflows of Resources – Pensions	1,470,992	
State of California Payable	(1,757,352)	
General Obligation Bonds	(21,777,250)	
Lease Revenue Bonds	(3,535,000)	
Certificates of Participation	(14,150,000)	
Employment Benefit Obligations	<u>(6,935,361)</u>	(84,388,971)
Total Net Position – Governmental Activities		<u>\$29,935,352</u>

SIERRA SANDS UNIFIED SCHOOL DISTRICT

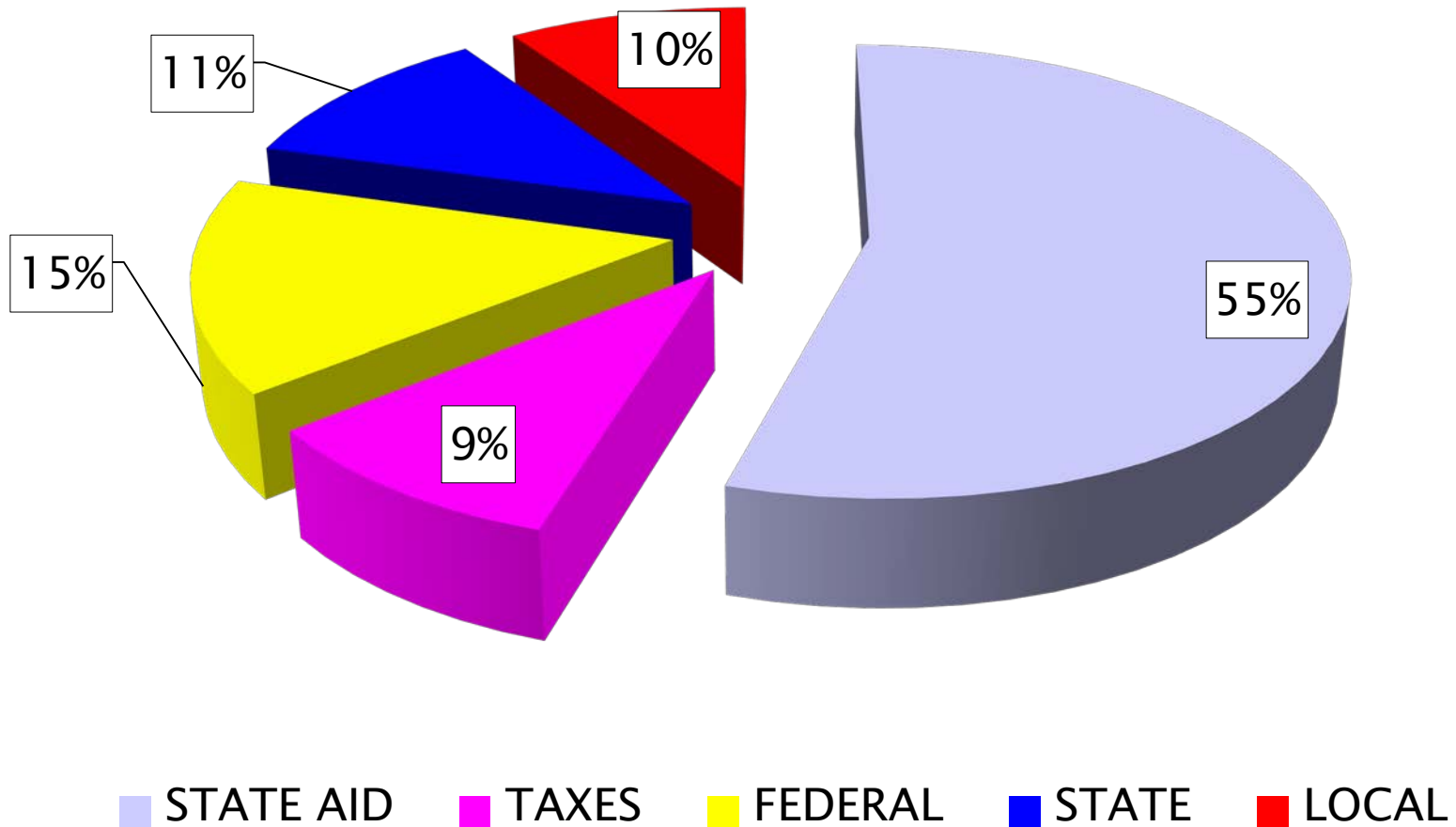
RECONCILIATION OF NET CHANGE IN GOVERNMENTAL FUNDS TO NET POSITION

For the Year Ended June 30, 2015

Total Net Change in Fund Balance – Governmental Funds		\$(3,662,253)
PLUS: Fixed Assets Additions	\$3,802,633	
LESS: Depreciation	<u>(2,693,908)</u>	1,108,725
LESS:		
Pension Expense	(1,117,961)	
Employment Benefit Obligation	<u>(1,127,173)</u>	(2,245,134)
PLUS:		
State of California Payable	312,941	
General Obligation Bonds	667,752	
Lease Revenue Bond	140,000	
Certificates of Participation	<u>2,115,000</u>	<u>3,235,693</u>
Total Change in Net Position– Governmental Activities		<u>\$(1,562,696)</u>

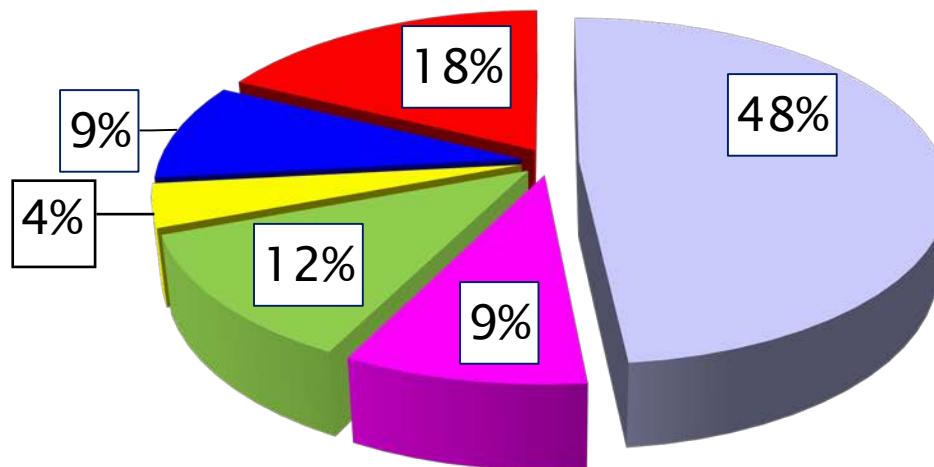
SIERRA SANDS UNIFIED SCHOOL DISTRICT

REVENUES SOURCES – TOTAL GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2015



SIERRA SANDS UNIFIED SCHOOL DISTRICT

EXPENDITURES – TOTAL GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2015

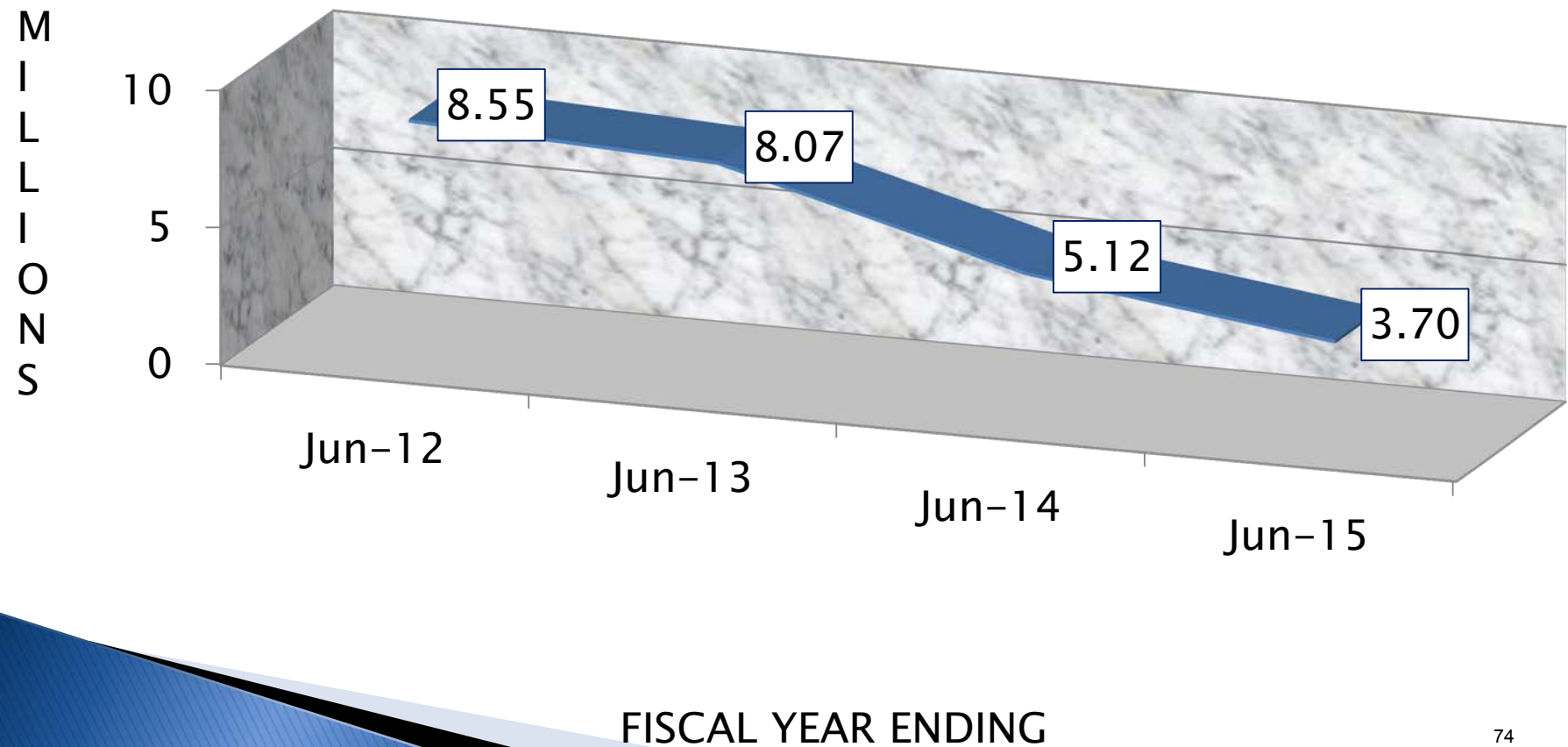


INSTRUCTION
PUPIL AND OTHER SERVICES
DEBT SERVICE

INSTRUCTION-RELATED SERVICES
GENERAL ADMINISTRATION
PLANT SERVICES

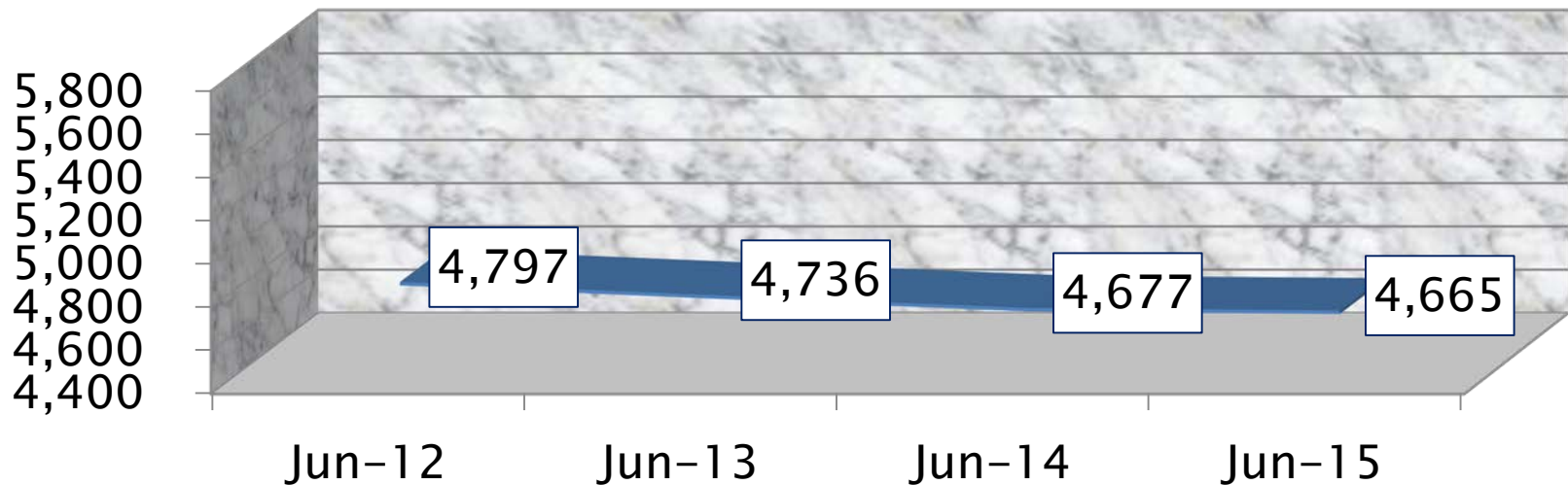
SIERRA SANDS UNIFIED SCHOOL DISTRICT

COMPARISON OF GENERAL FUND BALANCE



SIERRA SANDS UNIFIED SCHOOL DISTRICT

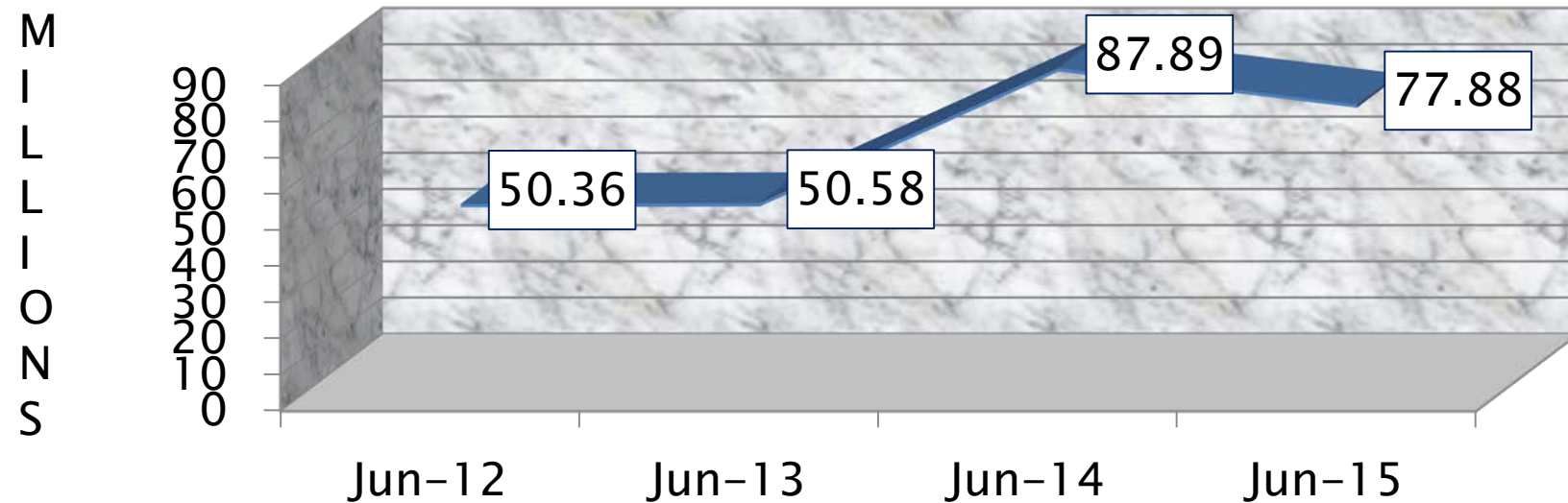
AVERAGE DAILY ATTENDANCE



FISCAL YEAR ENDING

SIERRA SANDS UNIFIED SCHOOL DISTRICT

GENERAL LONG TERM DEBT



FISCAL YEAR ENDING

11. BUSINESS ADMINISTRATION

11.3 Approval of Contract with the Accounting Firm of Burkey, Cox, Evans & Bradford
Accountancy Corporation for Auditing Services

BACKGROUND INFORMATION: In accordance with California Education Code all school districts as public entities must be audited annually by a qualified independent external auditing firm.

CURRENT CONSIDERATIONS: The district has been well served by the firm of Burkey, Cox, Evans & Bradford for a number of years and believes that it is prudent to continue to retain them as the independent auditor for the district. Particularly noteworthy is their experience in auditing Kern County LEA's with construction projects. Additionally, the depth and experience of their staff, their relative proximity, as well as their general approach to the auditing function remain important critical factors.

FINANCIAL IMPLICATIONS: The terms and conditions of the contract speak to a three year period commencing in 2015 through 2018. The cost associated with the attached three year contract is 2.3% above the cost for the latest audit and is considered to be a reasonable increase as it is in line with the Consumer Price Index (CPI). The anticipated cost for audit services for 2015-2016 is \$32,500.00. Audit services in 2016-17 are anticipated to be \$33,250.00, and \$34,000.00 in 2017-18 with an additional \$500.00 each year for a presentation to the board.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Burkey, Cox, Evans & Bradford Accountancy Corporation to perform auditing services as presented.



BURKEY COX EVANS & BRADFORD

ACCOUNTANCY CORPORATION

1058 WEST AVENUE M-14, SUITE B
PALMDALE, CALIFORNIA 93551

TEL: (661) 267-2005
FAX: (661) 267-2471

425 WEST DRUMMOND AVENUE, SUITE A
RIDGECREST, CALIFORNIA 93555-3120

TEL: (760) 375-1508
FAX: (760) 375-8865

5122 AVENIDA ENCINAS, SUITE 120
CARLSBAD, CALIFORNIA 92008-4342

TEL: (760) 431-1755
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AUDIT CONTRACT 2016-2018

THIS AGREEMENT is entered into on December 10, 2015, between the Sierra Sands Unified School District of Kern County, State of California, and Burkey Cox Evans & Bradford Accountancy Corporation.

RECITALS

A. Section 41020 of the Education Code provides in part:

"Not later than the first day of May of each fiscal year each county superintendent of schools shall provide for an audit of all funds under his jurisdiction and control and the governing board of each district shall either provide for an audit of the books and accounts of the district, including an audit of school district income and expenditures by source of funds, or make arrangements with the county superintendent of schools having jurisdiction over the district to provide for such auditing. In the event the governing board of a school district has not provided for an audit of the books and accounts of the district by April 1st, the county superintendent of schools having jurisdiction over the district shall provide for the audit."

"Not later than December 15th, a report of each audit for the preceding fiscal year shall be filed with the county clerk and the county superintendent of schools of the county in which the district is located, the Department of Education, and the Department of Finance. The submission date may be extended to, but not later than, December 31st for justifiable cause upon written request by the auditor and approval by the county superintendent of schools. The superintendent of public instruction shall make any adjustments necessary in future apportionments of all state funds, to correct any audit exceptions revealed by such audit reports."

- B. District intends to comply with these provisions by contracting with a Certified Public Accountant/Public Accountant.
- C. Auditor is a Certified Public Accountant/Public Accountant duly authorized to practice and licensed as such by the State Board of Accountancy.

AGREEMENT

In consideration of the following mutual covenants, conditions, and promises, the parties agree as follows:

1. AUDIT PROCEDURE AND SCOPE

THE AUDIT shall be made in accordance with generally accepted municipal auditing standards, and shall include, to the extent applicable, the audit procedures recommended by the Department of Finance of the State of California as detailed in the latest edition of the Department's publication, "*Standards and Procedures for Audits of California Local Educational Agencies*", and such other publications on school district and county superintendent audit

1. AUDIT PROCEDURE AND SCOPE (Continued)

procedures of said Department as have been or shall be issued during the period of this contract. The scope of audit shall not be limited to that provided in these publications in the event that in the opinion of the auditor particular circumstances warrant extension of the audit.

"Each audit shall include all funds of the district including the student body and cafeteria funds, and accounts and any other funds under the control or jurisdiction of the district; funds of regional occupational centers and programs maintained by the county superintendent of schools, a school district, or pursuant to a joint powers agreement. Each audit shall also include an audit of attendance procedures."

THE PERIODS to be audited under this contract are the fiscal years beginning July 1, 2015 and ending June 30, 2016, beginning July 1, 2016 and ending June 30, 2017 and beginning July 1, 2017 and ending June 30, 2018.

IN CASES WHERE the auditor can and does rely upon the work of a State agency, another individual accountant or firm of certified public accountants or public accountants, he shall state in his report the extent of that reliance and shall name the agency, accountant or accountants upon whose work he relies. This paragraph shall not limit the responsibility of the auditor or obligate him to accept or perform work which is not in compliance with the specifications of the engagement.

2. FORM AND CONTENT OF REPORTS

FORM AND CONTENT of the audit report shall conform to the extent practicable with the form and content prescribed by the Department of Finance of the State of California under Section 41020 of the Education Code, and as detailed in the latest edition of the Department's publication titled, *"Standards and Procedures for Audits of California Local Educational Agencies."*

ACCESS TO WORKING PAPERS shall be provided to the California State Controller.

IN THE EVENT that circumstances disclosed by the audits indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, it is agreed that any extended verification shall be subject to special contract or contracts upon a fee basis to be mutually agreed upon between the respective parties to this agreement.

3. BEGINNING WORK

THE AUDITOR shall begin work on this engagement as soon as practicable after the execution of this contract. Work to be performed in the district shall be done at a time to be mutually agreed upon by both parties.

4. RENDERING REPORTS

TIME IS OF the essence in this agreement. The audit shall be completed, and the audit report shall be filed as required in Section 6 not later than December 15th after the school year ending June 30th. This day may be extended to not later than December 31st on prior written request of the auditor stating facts which demonstrate justifiable cause. Any request for extension must be submitted simultaneously to the district and the Kern County Superintendent of Schools.

If the county superintendent of schools does not approve a delay or if the completed report is not submitted by the new deadline or, in the absence of a new deadline, by December 31st, the district shall not be obligated to accept the

4. RENDERING REPORTS (Continued)

report or to pay for it or for any work done in its preparation. Under these circumstances, the district may immediately engage the services of another auditor.

THE AUDITOR agrees to discuss the final report with the administration office of the district prior to its final preparation and, if requested, to personally present the final audit report to the Board of Trustees in order that the audit might be fully understood and any questions answered.

IT IS AGREED that the auditor, as a result of the audit, will provide reasonable counseling and guidance with respect to more acceptable and effective methods of accounting for the district.

5. COMPENSATION

AUDITING SERVICES under this agreement may be performed by the auditor with the assistance of accountants and clerical employees employed and paid by the auditor. Amounts for such services shall be computed at the following hourly rates:

Supervision Accountant	\$ 150.00
Senior Accountant	125.00
Assistant Accountant	100.00
Typist and Other Clerical	40.00

In addition to this payment for personnel services, the auditor shall be reimbursed for necessary travel expenses at the rate of \$ N/A per mile.

The total amount which shall be paid to the auditor for his own services and the services of his agents or employees under this agreement shall not exceed the sum of thirty-two thousand five hundred dollars (\$32,500) for 2015-2016; thirty-three thousand two hundred fifty dollars (\$33,250) for 2016-2017; and thirty-four thousand dollars (\$34,000) for 2017-2018. Additionally, our fee for board presentation shall be five hundred dollars (\$500) for each year.

THIS FEE shall include any consultations on the audit report, or any revisions, or the furnishing of any additional data, as may be required by the Department of Finance of the State of California.

IN ACCORDANCE with Education Code 14505, the fees shall be paid by the district to the auditor upon satisfactory and timely completion of all contract provisions including delivery of copies of the audit report.

IN THE EVENT the prior year's audit was not certified, fifty percent (50%) of the audit fee for the following year is to be returned.

IF, FOR TWO consecutive years the audit reports were not certified, or if Burkey Cox Evans & Bradford Accountancy Corporation (or any individual employed by Burkey Cox Evans & Bradford Accountancy Corporation) is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5, this audit contract shall be deemed null and void.

THE DISTRICT shall provide adequate office facilities (exclusive of equipment; copy machine, internet access, etc., supplies, or services) for conduct of work under this agreement without charge to the auditor.

**BURKEY COX
EVANS & BRADFORD**

ACCOUNTANCY CORPORATION

Sierra Sands Unified School District

Audit Contract 2016-2018

December 10, 2015

Page 4

6. FILING OF REPORTS

COPIES OF THE REPORT OF EXAMINATION required by this agreement to be made shall be prepared and substantially bound by the auditor and filed with each of the following offices and departments on or before December 15th (or later date authorized under Section 4).

Kern County Superintendent of Schools
State Department of Education
California Department of Education, School Fiscal Services Division
Federal Audit Clearinghouse, Bureau of the Census
School District (25 bound 1 unbound) copies

X

School Authority

By: BURKEY COX EVANS & BRADFORD Accountancy Corporation
Auditor

By: *Glenn W. Manning, CPA*
Authorized Agent



BURKEY COX EVANS & BRADFORD

ACCOUNTANCY CORPORATION

1058 WEST AVENUE M-14, SUITE B
PALMDALE, CALIFORNIA 93551

TEL: (661) 267-2005
FAX: (661) 267-2471

425 WEST DRUMMOND AVENUE, SUITE A
RIDGECREST, CALIFORNIA 93555-3120

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KYLE LINDAMAN, CPA
KENNETH S. EVANS, CPA
JENNIFER M. EVANS, CPA
CHARISSA CROUCH, CPA

AUDIT CONTRACT 2016-2018

THIS AGREEMENT is entered into on December 17, 2015, between the Inyo-Kern Schools Financing Authority of Kern County, State of California, and Burkey Cox Evans & Bradford Accountancy Corporation.

AGREEMENT

In consideration of the following mutual covenants, conditions, and promises, the parties agree as follows:

1. AUDIT PROCEDURE AND SCOPE

THE AUDIT shall be made in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Inyo-Kern Schools Financing Authority and other procedures we consider necessary to enable us to express an opinion on the financial statements. The scope of audit shall not be limited to that provided in these publications in the event that in the opinion of the auditor particular circumstances warrant extension of the audit.

THE PERIODS to be audited under this contract are the fiscal years beginning July 1, 2015 and ending June 30, 2016, beginning July 1, 2016 and ending June 30, 2017 and beginning July 1, 2017 and ending June 30, 2018.

IN CASES WHERE the auditor can and does rely upon the work of a State agency, another individual accountant or firm of certified public accountants or public accountants, he shall state in his report the extent of that reliance and shall name the agency, accountant or accountants upon whose work he relies. This paragraph shall not limit the responsibility of the auditor or obligate him to accept or perform work which is not in compliance with the specifications of the engagement.

2. FORM AND CONTENT OF REPORTS

FORM AND CONTENT of the audit report shall conform to the extent practicable with the form and content prescribed by the Department of Finance of the State of California under Section 41020 of the Education Code, and as detailed in the latest edition of the Department's publication titled, "*Standards and Procedures for Audits of California Local Educational Agencies.*"

ACCESS TO WORKING PAPERS shall be provided to all appropriate agencies, if required.

IN THE EVENT that circumstances disclosed by the audits indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, it is agreed that any extended verification shall be subject to special contract or contracts upon a fee basis to be mutually agreed upon between the respective parties to this agreement.

3. BEGINNING WORK

THE AUDITOR shall begin work on this engagement as soon as practicable after the execution of this contract. Work to be performed in the district shall be done at a time to be mutually agreed upon by both parties.

4. RENDERING REPORTS

TIME IS OF the essence in this agreement. The audit shall be completed, and the audit report shall be filed as required in Section 6 not later than December 15th after the school year ending June 30th. This day may be extended to not later than December 31st on prior written request of the auditor stating facts which demonstrate justifiable cause. Any request for extension must be submitted simultaneously to the district and the Kern County Superintendent of Schools.

THE AUDITOR agrees to discuss the final report with the District prior to its final preparation and, if requested, to personally present the final audit report to the Board of Directors in order that the audit might be fully understood and any questions answered.

IT IS AGREED that the auditor, as a result of the audit, will provide reasonable counseling and guidance with respect to more acceptable and effective methods of accounting for the district.

5. COMPENSATION

AUDITING SERVICES under this agreement may be performed by the auditor with the assistance of accountants and clerical employees employed and paid by the auditor. Amounts for such services shall be computed at the following hourly rates:

Supervision Accountant	\$ 150.00
Senior Accountant	125.00
Assistant Accountant	100.00
Typist and Other Clerical	40.00

In addition to this payment for personnel services, the auditor shall be reimbursed for necessary travel expenses.

The total amount which shall be paid to the auditor for his own services and the services of his agents or employees under this agreement shall not exceed the sum of two thousand seven hundred fifty dollars (\$2,750) for 2015-2016; three thousand dollars (\$3,000) for 2016-2017; and three thousand two hundred fifty dollars (\$3,250) for 2017-2018.

THIS FEE shall include any consultations on the audit report, or any revisions, or the furnishing of any additional data, as may be required by the District.

IN ACCORDANCE with Education Code 14505, the fees shall be paid by the district to the auditor upon satisfactory and timely completion of all contract provisions including delivery of copies of the audit report.

IN THE EVENT the prior year's audit was not certified, fifty percent (50%) of the audit fee for the following year is to be returned.

IF, FOR TWO consecutive years the audit reports were not certified, or if Burkey Cox Evans & Bradford Accountancy Corporation (or any individual employed by Burkey Cox Evans & Bradford Accountancy Corporation) is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5, this audit contract shall be deemed null and void.

THE DISTRICT shall provide adequate office facilities (exclusive of equipment; copy machine, internet access, etc., supplies, or services) for conduct of work under this agreement without charge to the auditor.

6. FILING OF REPORTS

COPIES OF THE REPORT OF EXAMINATION required by this agreement to be made shall be prepared and substantially bound by the auditor and filed with each of the following offices and departments on or before December 15th (or later date authorized under Section 4).

School Authority

By: BURKEY COX EVANS & BRADFORD Accountancy Corporation
Auditor

By: *David W. Manning, CPA*
Authorized Agent

11. BUSINESS ADMINISTRATION

11.4 Adoption of Resolution #15 1516 Regarding Impoundment of Local Tax Revenues to
Anticipate Pending Claims and/or Litigation. (Impounds – Fund 77)

BACKGROUND INFORMATION: Each year the County Auditor-Controller informs the district of potential claims and/or litigation regarding property tax revenues. By resolution, the school board of each district is required to either impound or release prior impounds of a determined dollar amount in connection with these contingent tax liabilities.

CURRENT CONSIDERATION: County counsel has recently notified the district of an insufficient amount of local tax revenues in the impound fund due to recent claims pending appeal. Therefore, the impound fund (FD 77) shall be replenished from local tax revenues collected in April and May to cover the contingent tax liability.

FINANCIAL IMPLICATIONS: Increasing the balance in the impound fund (FD 77) does not create a financial impact to Sierra Sands Unified School District. Although the impoundment of local tax revenues will not be deposited into the General Fund, the state will offset the decrease in property taxes with a proportionate increase to state aid.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board adopt Resolution #15 1516 authorizing the superintendent to determine the amount of monies that should be impounded into the impounds fund and to notify the County Auditor’s Office in writing of the amount to be impounded from local tax revenues and the effective date for such release.

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

In the Matter of:

**IMPOUNDMENT OF LOCAL TAX
REVENUES TO ANTICIPATE PENDING
CLAIMS AND/OR LITIGATION**

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)
)

RESOLUTION #15 1516

WHEREAS, the Auditor-Controller of the County of Kern has recently informed the District of potential adverse consequences to local tax and general fund monies of the District attributable to pending court action; and

WHEREAS, several claims are now pending before the Assessment Appeals Board which, if determined favorably to the taxpayer will substantially impact revenues of the District through a forced refund; and

WHEREAS, counsel has advised the Board that a school board may not defer repayment of a tax refund over an installment period of up to ten (10) years pursuant to Education code section 35201 due to hardship or any other factor; and

WHEREAS, Education code section 14240 authorizes this Board to direct the County Auditor to impound local tax revenues pending determination of court action or administrative tax protests is that such money remains outside the scope of further Board action pending resolution of the dispute.

NOW, THEREFORE, the Board resolves as follows:

1. The Superintendent is authorized and directed to develop a projection of the appropriate amount of money to be impounded in light of the above tax protests and court litigation.
2. The Superintendent shall report that amount to the Board and notify the County-Auditor-Controller of the exact dollar amount to be impounded and the day on which such impound is to be made.
3. The amount so impounded shall be derived entirely from anticipated local tax revenues. No part of the impounded funds shall come from the general reserve or current operating year monies of the district.

The foregoing resolution on motion of _____, and seconded by _____, was duly passed and adopted this 21st day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF TRUSTEES OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: _____
Authorized Agent

Member

Member

Member

Member

Member

I HEREBY CERTIFY that the foregoing is a full, true, and correct excerpt from the Journal of the Board of Trustees of the Sierra Sands Unified School District pertaining to the adoption of the foregoing Resolution at a regular meeting held on January 21, 2016.

Authorized Agent of the Board of Trustees of
the Sierra Sands Unified School District,
County of Kern, State of California

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in December 2015 are submitted for approval. “A” warrants totaled \$2,634,943.12. “B” warrants totaled \$1,242,591.88.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for December, 2015 as presented.

This list represents the "A" and "B" warrants released during the month of DEC **2015**
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,812,547.49
End of month classified	\$596,790.23
10th of month certificated	\$107,945.31
10th of month classified	\$117,660.09
Total "A" Warrants	\$2,634,943.12

"B" WARRANTS

Register Number	<u>Amount</u>
104	\$24,310.01
105	\$191,449.55
106	November
107	\$51,859.40
108	\$349,423.54
109	Food Service
110	\$41,359.47
111	\$26,107.93
112	\$11,562.76
113	\$20,580.26
114	\$16,278.78
115	\$1,928.16
116	Food Service
117	\$32,909.21
118	\$47,087.80
119	\$1,540.00
120	\$78,714.16
121	\$107,171.26
122	Food Service
123	\$53,725.91
124	\$2,901.60
125	\$7,417.41
126	\$84,415.70
127	\$29,430.48
128	\$62,418.49
Total "B" Warrants	\$1,242,591.88

12. CONSENT CALENDAR

12.2 Approval of Recommendations for Expulsion, Expulsion Case #07 1516

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #07 1516: As stated in a stipulated expulsion agreement, student is expelled during the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the expulsion for the spring semester, allowing the student to return to a SSUSD school under a behavior contract on January 4, 2016. During the term of the expulsion, student will receive home instruction at a neutral site.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #07 1516 as presented.

12. CONSENT CALENDAR

12.3 Approval of Recommendations for Expulsion, Expulsion Case #08 1516

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #08 1516: As stated in a stipulated expulsion agreement, student is expelled during the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the spring semester allowing student to return to a SSUSD school in January 2016 under a behavior contract. During the term of the expulsion, student will receive home instruction at a neutral site.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #08 1516 as presented.