

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**February 5, 2009  
Ridgecrest City Council Chambers  
100 West California Avenue  
www.ssusd.org**

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

**A G E N D A**

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Joanna Rummer, Superintendent

MOMENT OF SILENCE

1. **ADOPTION OF AGENDA**

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

2. **APPROVAL OF MINUTES** of the regular and special meetings of January 15, 2009

3. **PROGRAMS AND PRESENTATIONS**

Mesquite High School: What Makes Mesquite Continuation High School a Model School

4. **PUBLIC HEARING**

4.1 **Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding Contract Reopeners for 2008-11**

*The cost effects of this agreement are available in accordance with the requirements of AB 1200.*

## 5. REPORTS AND COMMUNICATIONS

### 5.1 Student Member's Report

### 5.2 Reports from Members of the Board

### 5.3 Superintendent's Report

- Measure A groundbreaking ceremony and celebration
- Budget update
- Other activities and items of interest

### 5.4 Communications

- Publications from schools

### 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 Report to the Board: Consolidated Application, Part II (Goal #1, #2, #3, #4, #5)

*The Consolidated Application, Part II no longer requires board approval. However, with significant changes in funding and structuring of the state grants, an overview of the application is presented for information.*

### 6.2 Adoption of Resolution #23 0809 Approving Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and Waiving Rights to File Any Claim Regarding the Hughes Bill Statute and Regulations in the Future

*If approved by 85% of all districts, county offices of education, and special education local plan areas constituting 92% of statewide ADA, this settlement ends a fourteen-year dispute with the State of California regarding funding for state behavioral intervention plan requirements that are in excess of federal law.*

### 6.3 Approval of Contract with the San Joaquin County Office of Education for Use of the Special Education Information System (SEIS) (Goal #3)

*SEIS is a web-based IEP and data management tool designed to efficiently manage and generate information required for special education reporting.*

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Adoption of Revisions to BP 5131, Conduct, with Regard to Cell Phone Use (Goal #1, #3)

*It is recommended that this policy be revised to allow high school students to use electronic communication devices during lunch.*

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

8.3 Adoption of Resolution #24 0809, Authorization to Reassign Certificated Administrators to Other Administrative Positions for the 2009-10 School Year

*Adoption of this resolution provides the district superintendent with flexibility in assigning district administrators should circumstances arise that would call for changes in assignment.*

8.4 Adoption of Resolution #25 0809, Reduction in Classified Service

*A lack of work has resulted in classified work hour reductions or elimination, effective March 23, 2009, as set forth in Resolution #25 0809.*

8.5 Ratification of Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding Contract Reopeners for 2008-11

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

9.2 Report to the Board: Presentation of the Annual Report of the Citizens' Oversight Committee for Measure "A"

*The Citizens' Oversight Committee for Measure "A" will present its annual report to the board on its proceedings and activities for the year. The report includes a statement indicating the district is in compliance with the accountability requirements of the law in that bond proceeds are being used only for the purpose so described in Measure "A".*

9.3 Appointment of Replacement Member to the Citizens' Oversight Committee (Goal #4)

*A provision of Proposition 39 is the establishment of a Citizens' Oversight Committee. The purpose of the committee shall be to inform the public concerning expenditures of general obligation bond proceeds as a result of the passage of Measure "A". One of the statutorily required members of the committee has resigned and a replacement is required.*

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure "A" and Other Construction Activities and Issues  
(Goal #3, #4)

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be February 19, 2009.

*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](http://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 15, 2009  
TIME OF MEETING: 6:45 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott  
MEMBERS ABSENT: Johnson  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was deferred to the beginning of the regular meeting.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted

2. CLOSED SESSION

The board met in closed session with the superintendent to consider one request for approval of an interdistrict attendance agreement.

Reporting out of closed session, motion passed to deny the request for approval of an interdistrict attendance agreement on the basis that the district was not provided sufficient information from the parent to make a judgment on the student's placement. The board will reconsider its decision if requested information is provided. DIETRICHSON/COVERT

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

3. ADJOURNMENT was at 6:50 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk

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Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: January 15, 2009  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell, Scott  
Student Member Hannah Ponek  
MEMBERS ABSENT: Johnson  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Hannah Ponek.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

With the recommendation to move item 9.3 to follow item 7.1, the agenda was adopted by consensus as amended.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and organizational meeting of December 11, 2008 and the special meetings of December 10, 2008 and January 5, 2009 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

Mr. Scott and Mrs. Rummer presented former board member Pam Lochhead with an engraved hour glass thanking her for her eight years of dedicated service to the district as president, vice-president/ clerk, and member of the Board of Education.

Mr. Auld presented a \$4,000 scholarship award to Burroughs High School student Ariel Jennine Godinez in support of furthering her education in the area of culinary arts. Mr. Auld presented the scholarship on behalf of the CFW Scholarship Foundation.

Lisa Decker, principal of Gateway School, asked members of her staff and students to provide the board with information on the school's group of K-Kids, an elementary school arm of the Kiwanis Club. This dedicated group of students explained how they put service into their school and community with a variety of projects, like campus pride days. The students also used a video presentation to further showcase their activities.

4. PUBLIC HEARINGS

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Students at James Monroe Middle School were preparing for a Geography Bee and also for the annual Science Fair. Counselors were coordinating two new support groups. At Murray, the second Renaissance Awards assembly will be held soon, and after school tutoring starts in mid-January. Mesquite culinary students will be taking part in a competition in Bakersfield. At Burroughs, finals, Spirit Days, the Mr. BHS pageant, and the winter sports rally are keeping students very busy.

5.2 Reports from Members of the Board

Mrs. Covert thanked staff for setting up a webinar on budget developments, commented on Assemblywoman Fuller's knowledge and support of educational issues, and reported on activities of the recent Section 8002 winter conference.

5.3 Superintendent's Report

Mrs. Rummer invited everyone in the community to attend a districtwide groundbreaking ceremony and celebration for the district's Measure A modernization projects. The ceremony will be held on Friday, January 30 at 10:00 p.m. at Faller School. The fourth month enrollment indicated enrollment was up at the elementary level but is declining at the secondary level. Mrs. Rummer also reported on the district's proactive activities in dealing with the impact of the state budget crisis, including meetings with each staff, parents, and other stakeholders to develop a foundation and strategy for dealing with these issues.

5.4 Communications

Mrs. Rummer read a letter from board member Tim Johnson informing the board of his U.S. Military deployment to Iraq for the next six months. He will keep updated and informed of board activities through electronic communications. Publications from schools were also distributed for information.

5.5 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

6.1 Adoption of the *Second Step* Curriculum for Use in the District's K-8 Title IV Program for Safe and Drug-Free Schools (Goal #3, #3, #4)

Motion passed to adopt *Second Step* curriculum for use in the district's K-8 health curriculum. Both federal and state regulations require the district to offer a comprehensive health curriculum plan that addresses drug and tobacco use prevention as well as issues of school safety.

DIETRICHSON/COVERT

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Proposed Revision to BP 5131, Conduct, with Regard to Cell Phone Use (Goal #1, #3)

The board reviewed proposed revisions to BP 5131 to allow high school students to use electronic communication devices during lunch. The proposed revision will be returned to the board for adoption at the next regular meeting of the board.

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

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

ABSENT: Johnson

These actions are made a part of the minutes by reference and are filed in the Board Record Book identified as pages 1-3 of the 1/15/09 agenda.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: from Ace Cogeneration Company, \$500 to Murray Middle School; and to the Burroughs auto shop program from Melissa Swan, a 1991 Ford Explorer and from Joseph DeRosa, a 1990 Lincoln Continental. ROCKWELL/PEARL

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

ABSENT: Johnson

9.2 Report to the Board: Superintendent's Quarterly Update on Progress Toward Meeting District Goals and Objectives (Goal #1, #2, #3, #4, #5)

Mrs. Rummer presented an update on progress toward meeting the district goals and objectives. Mr. Rockwell expressed appreciation for quantifying percentage of completion where applicable.

9.3 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (Goal #1, #2, #3, #4, #5)

In compliance with California Education Code Section 35186 that requires all school districts to report summarized data quarterly on the nature and resolution of all complaints related to instructional materials, teacher vacancy and misassignment, condition of facilities, and service to students who did not pass the CAHSEE prior to the end of grade 12, no complaints were filed in any of the designated areas for the period of time covering October 1 to December 31, 2008.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues (Goal #3, #4)

Mr. Auld’s report included the following issues: status of state matching funds, the lease/lease-back process for remaining campuses, progress of Faller construction, and status of design work on Phase II school plans. A summary of his report is available in the district office, 113 Felspar, Ridgecrest.

10.2 Approval of the Notice of Completion for the Production, Delivery, and Installation of Six Portable Classroom Buildings and One Portable Restroom Building by Silver Creek Industries to Faller Elementary School as Part of the Site Modernization Project.(Goal #3, #4)

Motion passed to approve the notice of completion for the production, delivery, and installation of six portable classrooms and one portable restroom at Faller Elementary School as presented.  
PEARL/COVERT

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

10.3 Approval of the Notice of Completion for the Tenant Improvement Project by Barnhart, Inc. at Sierra Vista Education Center to Configure Office Space for Educational Support Staff (Goal #3, #4)

Motion passed to approve the notice of completion for the tenant improvements at Sierra Vista Education Center for educational support staff as presented. COVERT/PEARL

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

11. BUSINESS ADMINISTRATION

11.1 Report to the Board: The Governor’s Initial Budget Proposal and Related Information

After attending a School Services of California workshop and a CSBA webinar, Mrs. Janson reported that the legislature and the governor have agreed on the magnitude of the current budget crisis. While information is far from definitive, it is known that there will be no COLA, there is a potential for a 4.5% cut to the existing budget, and there will be funding deferrals. The district is fortunate in that cash reserves are available to sustain payroll and pay bills for the remainder of this year. For 2009-10, additional cuts and continued funding deferrals are anticipated.

11.2 Adoption of Resolution #20 0809 Regarding the Annual Accounting of Developer Fees for the 2007-08 Fiscal Year (Capital Facilities Fund – Fund 25) (Goal #4)

Motion passed to adopt Resolution #20 0809 and accompanying exhibits which detail for the public an annual accounting of these fees. DIETRICHSON/COVERT

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

11. BUSINESS ADMINISTRATION

11.3 Acceptance of 2007-08 Audit Reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority (Goal #3)

Following review and response to questions, motion passed to accept the 2006-07 audit reports for the Sierra Sands Unified School District and the Inyo-Kern Schools Financing Authority as presented. DIETRICHSON/PEARL

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

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrants

"A" warrants in the amount of \$2,536,453.46; "B" warrants in the amount of \$2,119,048.07

12.2 Adoption of Resolution #21 0809 Regarding Impoundment of Local Tax Revenues to Anticipate Pending Claims and/or Litigation

12.3 Adoption of Resolution #22 0809 Authorizing Board Member Compensation for Absence due to Unavoidable Circumstances (Rockwell)

12.4 Approval of Recommendation for Expulsion, Expulsion Case #10 0809

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

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

12. FUTURE AGENDA

13. ADJOURNMENT was at 8:20 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk

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Joanna Rummer, Secretary to Board

recorder: Jane Brooks

4. PUBLIC HEARING

4.1 Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding Contract Reopeners for 2008-11

BACKGROUND INFORMATION: A public hearing will be conducted to provide time for comments on the tentative agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education regarding settlement of contract issues.

CURRENT CONSIDERATIONS: CSEA Chapter 188 and the district reached a tentative agreement on contract reopeners for 2008-11 on January 22, 2009. It is anticipated that CSEA membership will ratify the tentative agreement on February 3, 2009, prior to the board's consideration of the agreement.

FINANCIAL IMPLICATIONS: The financial impact of this agreement will be available for public review in accordance with AB 1200. AB 1200 documentation is provided in this packet as part of Personnel Administration, Item 8.5.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the tentative agreement on contract reopeners for 2008-11 between Chapter 188 of the California School Employees Association and the Board of Education.

**TENTATIVE AGREEMENT**

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 188  
AND  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

**January 22, 2009**

The California School Employees Association Chapter 188 and Sierra Sands Unified School District have reached the following tentative agreements for the 2008-2011 successor Agreement. The following terms and conditions reflect the tentative agreement of the Sierra Sands Unified School District and California School Employees Association Chapter 188, which will be fully recommended for ratification to the Board of Trustees and the bargaining unit members:

**ARTICLE V – EMPLOYEE COMPENSATION**

Total compensation for 2008-2009 and 2009-2010 shall be based on the fair share calculation as set forth in the Memorandum of Understanding dated May 29, 2007. Total compensation for 2010-2011 shall be subject to negotiations.

**ARTICLE VI – Transportation**

A separate MOU between the District and CSEA will be developed to address issues related to busing/transportation.

**ARTICLE VII – Classification Job Descriptions**

Continue discussions regarding reclassification language based on the information contained in the reclassification study. A separate MOU between the District and CSEA will be created to address issues related to Article VII.

**ARTICLE VIII – HEALTH AND WELFARE BENEFITS**

The District will pay for the health and welfare benefit premium increases for 2008-9, 2009-10. The parties will negotiate regarding district payment of health and welfare benefits premium increases for 2010- 2011.

ARTICLE XXIII

Change all language to reflect the following:

- A. This agreement shall be effective as of the dates specified herein and remain in full force and effective through June 30, 2011, and from year to year thereafter unless amended as follows:
  - 1. For 2009-10, no sooner than March 1, 2009 and no later than April 30, 2009 both parties may re-open up to two (2) Agreement Articles (except articles V, VII, VIII), which are covered separately above.
  - 2. For 2010-11, no sooner than March 1, 2010 and no later than April 30, 2010, both parties may re-open up to two (2) Agreement articles (except articles V, VII, VIII), which are covered separately above.

The District Calendar Committee will include two (2) representatives from CSEA.

All other articles of the agreement will remain unchanged.

We certify that the California School Employees Association Chapter 188 and Sierra Sands Unified School District have reached the above tentative agreements for the 2008-2011 successor Agreement.

Sierra Sands Unified School District

California School Employees Association  
Chapter 188

\_\_\_\_\_  
Joanna Rummer  
Superintendent

\_\_\_\_\_  
Randy Coit  
President CSEA Chapter 188

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ernie Bell  
Assistant Superintendent, Human Resources

Dated: \_\_\_\_\_

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Report to the Board: Consolidated Application, Part II (Goal #1, #2, #3, #4, #5)

**BACKGROUND INFORMATION:** The Consolidated Application Part I is the vehicle through which the district requests funding for most categorical programs and collects information related to a Local Education Agency's (LEA) intention to participate in consolidated programs, legal assurances of compliance as required by state and federal statute, and other required program participation information. The Consolidated Application Part I must be reviewed and approved by the local governing board and by the district's English Language Learner Advisory Committee. Signatures from committee members indicate that the committee members have read, discussed, and had the opportunity to provide input on the application being submitted and the applicable legal assurances. The Consolidated Application Part II is received in late December each year and contains district entitlements, as well as fiscal reporting for the programs listed in the Consolidated Application Part I. The Consolidated Application Part II does not require additional board approval but is presented for informational purposes.

**CURRENT CONSIDERATIONS:** The following federal and state programs are included in the Consolidated Application Part II. Title I, Title IIA, and Title III received slight increases this year. Title V (Innovative Strategies) received no funding this year but the program may be used to provide some flexibility in the delivery of programs. Overall federal entitlements are still \$86,105 below the peak year for funding that occurred in 2004-05. A comparative chart is included in this report for your information.

Federal No Child Left Behind programs include:

- Title I, Part A (Basic Grant)
- Title II, Part A (Teacher and Principal Training and Recruiting)
- Title II, Part D (Technology)
- Title III, Part A (Limited English Proficient Students or English Learners in California)
- Title IV, Part A (Safe and Drug Free Schools and Communities)
- Title V, Part A (Innovative Strategies), funding discontinued in 2008-09

State categorical programs included in the Consolidated Application include:

- Tobacco Use Prevention Education
- AB 1113 School Safe School and Violence Prevention
- Economic Impact Aid (EIA), State Compensatory Education (SCE), and Limited English Proficient (LEP)

Also included in the Consolidated Application Part II is Free and Reduced Meal Data Collection which is used to determine Title I eligibility for 2009-10 and reporting on the CAHSEE Intervention and Supplemental Counseling programs. The AB 825 block grants and supplemental state funds are not included in the Consolidated Application Part II at this time.

FINANCIAL IMPLICATIONS: Known financial implications are outlined on the attached chart.

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

# 2008-09 Consolidated Application for Funding Categorical Aid Programs (Part II)

Consolidated Application

California Department of Education

<p><b>Purpose:</b> To declare the agency's intent to apply for 2008-09 funding of Consolidated Categorical Aid Programs.</p>	<p>Agency: Sierra Sands Unified</p>
<p><b>CDE Contact:</b> Ernie Thornberg - (916) 319-0294 - EThornbe@cde.ca.gov</p>	<p>CD code: 1   5   7   3   7   4   2</p>
<p><b>Legal status of agency:</b> <input checked="" type="checkbox"/> School District  <input type="checkbox"/> County Office of Education  <input type="checkbox"/> Direct-Funded Charter</p>	<p>Dates of project duration: July 1, 2008 -- June 30, 2009</p>
<p>Do not return the paper copy of this form to the California Department of Education.</p> <p>The ConApp must be submitted electronically using the ConApp Data System (CADS).</p>	
<p>Date of approval by local governing board: 06/20/2008</p>	
<p><b>Advisory Committees:</b> The undersigned certify that they have been given the opportunity to advise on the pages in this application related to compensatory education programs or programs for English learners.</p>	
<p>Signature-District Advisory Committee (DAC) _____</p>	<p>OR, for each committee, check the appropriate box to the right</p>
<p>06/10/2008 Date</p>	<p><input type="checkbox"/> Committee is N/A    <input type="checkbox"/> Committee refused to sign</p>
<p>Signature-District English Learner Advisory Committee (DELAC) _____</p>	<p><input type="checkbox"/> Committee is N/A    <input type="checkbox"/> Committee refused to sign</p>
<p>06/10/2008 Date</p>	<p><b>Certification:</b> I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and, I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.</p>
<p> Signature of authorized representative</p>	<p>Superintendent Title</p>
<p>Printed name of authorized representative</p>	<p>01/29/2009 Date</p>
<p><input checked="" type="checkbox"/> Electronic certification HAS been completed.    <input type="checkbox"/> Electronic certification has NOT been completed.</p>	



# 2008-09 Federal Transferability

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To compute the amount of money being transferred to and from various federal programs.</p>	<p><b>Agency:</b> Sierra Sands Unified</p>							
<p><b>CDE Contact:</b> Anne Daniels - (916) 319-0295 - ADaniels@cde.ca.gov</p>	<p><b>CD code:</b></p> <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 15%;">1</td> <td style="border: 1px solid black; width: 15%;">5</td> <td style="border: 1px solid black; width: 15%;">7</td> <td style="border: 1px solid black; width: 15%;">3</td> <td style="border: 1px solid black; width: 15%;">7</td> <td style="border: 1px solid black; width: 15%;">4</td> <td style="border: 1px solid black; width: 15%;">2</td> </tr> </table>	1	5	7	3	7	4	2
1	5	7	3	7	4	2		

**Notes:**  
**Federal transferability is governed by Title VI in NCLB Section 6123. You may transfer a maximum of 50 percent of any program to other programs**

This district has been identified as a Program Improvement (PI) LEA under NCLB Section 1116 and may only transfer 30 percent of the funds and those funds must be used for PI activities. A single school district (SSD) or a direct-funded charter (DFC) school whose only school is in PI and operating as a Targeted Assistance School (TAS), for the purpose of federal transferability the LEA is restricted to the 30% limit. If the SSD or DFC is operating as a Schoolwide Program (SWP) school, this restriction does not apply.

	Amounts Transferred to These Programs						
2008-09 Program Entitlements	Title I, Part A (Basic Grant)	Title II, Part A	Title II, Part D	Title IV, Part A	Title V, Part A	Amounts Retained in Original Program	
<b>2008-09 programs affected by transferability:</b>	Title I, Part A (Basic Grant) Title II, Part A (Teacher and Principal Training and Recruiting) Title II, Part D (Enhancing Education Through Technology) Title IV, Part A (Safe and Drug Free Schools and Communities) Title V, Part A (Innovative Programs)						
Title II, Part A	\$ 254,852	\$ 0	\$ 0	\$ 20,000	\$ 40,000	\$ 194,852	
Title II, Part D	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Title IV, Part A	\$ 19,837	\$ 0	\$ 0	\$ 0	\$ 0	\$ 19,837	
Title V, Part A	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
Totals transferred and used for:	\$ 0	\$ 0	\$ 0	\$ 20,000	\$ 40,000	\$ 0	

# 2008-09 District Allocations of Title I, Part A, Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Title I, Part A, funds for 2008-09. the total Title I, Part A, administrative costs are included on lines 8 and 9.		Agency: Sierra Sands Unified CD code: 1   5   7   3   7   4   2	
<b>CDE Contact:</b> <i>Monique Moton - (916) 319-0956 - MMoton@cde.ca.gov</i> <i>Lana Zhou - (916) 319-0956 - LZhou@cde.ca.gov</i>		<input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.	
		SACS Resource Code: 3010	
		Title I, Part A, Basic and Neglected	
1.	2008-09 entitlement Basic \$ <u>1,159,037</u> and Neglected \$ <u>0</u>		1,159,037
2.	Transferred in (+)		0
3.	2008-09 amount after transfer (line 1 + 2) (=)		1,159,037
4.	2007-08 carryover (+)		169,878
5.	Repayment of funds (+)		0
6.	Total approved allocation (line 3 + 4 + 5) (=)		1,328,915
7.	Reserved for indirect costs (-)		32,957
8.	Reserved for administration (-)		166,380
9.	Adjusted total allocation (line 6 - 7 - 8) (=)		1,129,578

# 2008-09 Calculation of Title I, Part A, Reservations for Equitable Services

California Department of Education

Consolidated Application

**Purpose:** To calculate proportional amounts of Title I, Part A, reservations for equitable service for private schools participants, their teachers, and families.

Agency: Sierra Sands Unified

CD code: 1 | 5 | 7 | 3 | 7 | 4 | 2

**CDE Contact:** Jyoti Singh - (916) 319-0372 - [JySingh@cde.ca.gov](mailto:JySingh@cde.ca.gov)  
 Carol Dickson - (916) 319-0382 - [CDickson@cde.ca.gov](mailto:CDickson@cde.ca.gov)

This page is not applicable because the LEA did not receive Title I, Part A, funding on page 2 of the ConApp.

## A. Calculation of Equitable Services Percent

Number of public schools expected to receive Title I, Part A funds per Page 6: 5

Within the attendance areas of these participating schools:

27	1,122	2.41%
Number of private school children from low-income families	Total number of children from low-income families	Percent of Private School Children from low-income families

## B. Reservation for Parent Involvement

Reservation for Parent Involvement		Reservation for District-wide Instructional Programs and Professional Development not used for Program Improvement (PI)			
		Program	A. Total Reservation	B. Reservation for Equitable Services	C. Reserved for Public Schools
1.	<input type="checkbox"/> No reservation is mandated because 1% of line 3 on page 28 is \$5,000 or less		\$ 57,952	\$ 1,397	\$ 56,555
2.	Reserved for Parent Involvement (must be a minimum of 1%)*	Professional Development: highly qualified teachers and paraprofessionals (Not PI)	\$ 11,591	\$ 0	\$ 0
3.	Private school set-aside for parents (% of private school children x reservation)	Assistance to Schools (Not PI)	\$ 279	\$ 0	\$ 0
4.	Amount remaining	Summer School, intersession programs, before and after school programs (Not PI)	\$ 11,312	\$ 362	\$ 14,638
5.	Public school distribution (95% of "Amount remaining")**	<b>Totals</b>	\$ 15,000	\$ 1,759	\$ 71,193
6.	Balance available for LEA-level parental involvement activities		\$ 0	\$ 0	\$ 0

\*of line 3 on page 28 \*\*see instructions 2008-09 ConApp, Part II, page 29 Date: 01/29/2009

# 2008-09 Reservations for Title I, Part A

California Department of Education

Consolidated Application

**Purpose:** To report LEA reservations for Title I, Part A, before distributing funds to schools. All reservations, **except for lines 8-11**, reported on this page are used to provide direct services to eligible Title I, Part A students.

Agency:

Sierra Sands Unified

CD code:

1	5	7	3	7	4	2
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**CDE Contact:** Carol Dickson - (916) 319-0382 - CDickson@cde.ca.gov

The page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.

Description (Required)	Amounts	Description (Allowable)	Amounts
1. Adjusted total allocation (line 9 on page 28)	\$ 1,129,578	Program Improvement schools: teacher incentives and rewards (maximum 5%*)	\$ 0
2. LEA-level Parent Involvement activities -- page 29, Section B, line 6 (pg. 29, B, 6)	\$ 0	Professional Development: highly qualified teachers and paraprofessionals*** - PI activities	\$ 0
3. Program Improvement (PI) schools: school choice transportation*	\$ 0	Professional Development: highly qualified teachers and paraprofessionals*** - Not PI activities (pg. 29, C, C1)	\$ 56,555
4. PI schools: supplemental educational services*	\$ 0	Assistance to schools - PI activities	\$ 0
PI LEA:		Assistance to schools - Not PI activities (pg. 29, C, C2)	\$ 0
a. Professional Development (PD) (minimum 10%*) set-aside	\$ 0	Summer school or intersession programs or before and after school programs - PI activities	\$ 0
b. 2007-08 PI PD set-aside carryover	\$ 0	Summer school or intersession programs or before and after school programs - Not PI activities (pg. 29, C, C3)	\$ 14,638
c. Total PI set-aside (5a + 5b)	\$ 0	Salary differentials	\$ 0
5. If reservation is less than 10%, check below: <input type="checkbox"/> Professional Development funds from PI school-level set-asides will be used to help meet LEA 10% reservation		Preschool	\$ 0
6. Direct and indirect services to homeless children, regardless of their school of attendance	\$ 11,590	Capital expenses reserved for private schools	\$ 0
7. Direct and indirect services to children in local institutions for neglected children	\$ 0	Total LEA Reservations (sum of lines 2 through 19)	\$ 82,783
8. Direct and indirect services to children in local institutions for delinquent children	\$ 0	Final adjusted allocation (line 1 minus line 20) (must be allocated to schools on page 31)	\$ 1,046,795
9. Direct and indirect services to neglected or delinquent children in community day school programs	\$ 0		

# Title II, Part A, Expenditure Report for Fiscal Years 2007-08 and 2008-09

California Department of Education

Consolidated Application

**Purpose:** To report Title II, Part A, Improving Teacher Quality Program expenditures for the 2007-08 and 2008-09 fiscal years.

**CDE Contact:** Jackie Rose - (916) 322-9503 - [JRose@cde.ca.gov](mailto:JRose@cde.ca.gov)

**Agency:**

Sierra Sands Unified

**CD Code:**

1 | 5 | 7 | 3 | 7 | 4 | 2

This page has been removed from  
Part II of the 2008-09 ConApp.

# 2008-09 District Allocation of Title III, Part A, Funds

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To allocate Title III, Part A, funds for 2008-09.</p> <p><b>CDE Contact:</b> Michele Anberg-Espinosa - 916 323-4872 - <a href="mailto:MANbergEspinosa@cde.ca.gov">MANbergEspinosa@cde.ca.gov</a></p>		<p><b>Agency:</b> Sierra Sands Unified</p> <p><b>CD code:</b> 1   5   7   3   7   4   2</p> <p><input type="checkbox"/> This page is not applicable because the LEA is not participating in Title III, Part A.</p>	
		<b>SACS Resource Code: 4201</b>	<b>SACS Resource Code: 4203</b>
<b>Description</b>		<b>Title III, Part A (Immigrant)</b>	<b>Title III, Part A (LEP)</b>
1.	2008-09 entitlement	0	47,120
2.	2007-08 carryover (as of 6/30/2008) (+)	0	0
3.	Repayment of funds (+)	0	0
4.	Total approved allocation (line 1 + 2 + 3) (=)	0	47,120
5.	Reserved for administration and indirect costs (2% cap on LEP) (-)	0	942
6.	Adjusted total allocation (line 4 - 5) (=)	0	46,178

# Title III Expenditure Report for 2007-08 and 2008-09 Allocations

California Department of Education

Consolidated Application

<b>Purpose:</b> To report Title III LEP and/or Immigrant Program expenditures for the 2007-08 and 2008-09 allocations. Consortia Lead is responsible for reporting the entire consortia application.		<b>Agency:</b> Sierra Sands Unified		
<b>CDE Contact:</b> Michele Anberg-Espinosa 916 323-4872 - <a href="mailto:MANbergEspinosa@cde.ca.gov">MANbergEspinosa@cde.ca.gov</a>		<b>CD Code:</b> 1   5   7   3   7   4   2		
<input type="checkbox"/> The page is not applicable because the LEA did not participate in either type of funding.				
Description	Allocation Issued Fiscal Year 2007-08		Allocation Issued Fiscal Year 2008-09	
	Immigrant (SACS 4201)	LEP (SACS 4203)	Immigrant (SACS 4201)	LEP (SACS 4203)
1. Entitlement	\$ 0	\$ 45,410	\$ 0	\$ 47,120
2. Expenditures (07/01/07 - 06/30/08) (As reported on page 22 of Part I)	\$ 0	\$ 23,974		
3. End of year expenditure report (07/01/07 - 06/30/08) (Submitted to CDE on October 17, 2008)	\$ 0	\$ 45,410		
4. Expenditures (07/01/08 - 12/31/08)	\$ 0	\$ 0	\$ 0	\$ 0
5. Total expended	\$ 0	\$ 45,410	\$ 0	\$ 0
6. Unexpended funds	\$ 0	\$ 0	\$ 0	\$ 47,120
7. Interest earned	\$ 0	\$ 0		

# 2007-08 Title IV, Part A (SDFSC), Annual Fiscal Report and Carryover Calculation

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To report expenditures and determine available budget resources and to calculate Title IV, Part A (SDFSC), carryover from 2007-08.</p>	<p><b>Agency:</b> Sierra Sands Unified</p>
<p><b>CDE Contact:</b> <i>Lynette Mayhew - (916) 319-0198 - L.Mayhew@cde.ca.gov</i></p>	<p><b>CD code:</b>      1   5   7   3   7   4   2</p>
<p><input type="checkbox"/> The page is not applicable. The LEA did not participate in Title IV, Part A (SDFSC), in 2007-08.</p>	
<p><b>Title IV, Part A Annual Fiscal Report</b></p>	
<p>1. 2007-08 entitlement amount (must be spent by 9/30/09)</p>	25,612
<p>2. Transferability - Transferred in for Title IV, Part A (SDFSC), use per Section 6123, NCLB</p>	14,000
<p>3. Transferability - Transferred out of Title IV, Part A (SDFSC), for use in another program per Section 6123, NCLB</p>	0
<p>4. 2007-08 REAP funds from other programs flexibly used for Title IV (SDFSC) per Section 6211, NCLB</p>	0
<p>5. 2007-08 Title IV (SDFSC) REAP funds flexibly used for other NCLB programs per Section 6211, NCLB</p>	0
<p>6. 2006-07 Title IV (SDFSC) Carryover funds (must have been spent or obligated by 9/30/08)</p>	7,031
<p>7. Total 2007-08 Resources</p>	46,643
<p>8. Total 2007-08 Expenditures and Encumbrances</p>	46,635
<p><b>Title IV, Part A Carryover Calculation</b></p>	
<p>9. Unspent 2006-07 funds: If line 8 is greater than or equal to line 6, this is "0." If line 6 is greater than line 8, this is line 6 minus line 8. These unspent funds reverted 9/30/08. CDE will bill the LEA for these funds.</p>	0
<p>10. Balance to be carried forward into 2008-09 (line 7 minus lines 8 and 9)</p>	8
<p>11. Percent (%) of 2007-08 entitlement to be carried into 2008-09 (line 10 divided by line 1 times 100). If more than 25 percent, complete the bottom section of this page.</p>	0.03%
<p><b>Title IV, Part A Carryover Request Justification</b></p>	
<p>1. Explanation of why these funds could not be spent during fiscal year 2007-08. (The LEA must demonstrate good cause for not expending 75 percent or more of its 2007-08 Title IV, Part A (SDFSC), entitlement.)</p>	<p>2. Description of how these carryover funds will be used to implement the SDFSC Program fiscal year in 2008-09.</p>
<p style="text-align: center;">Note: Carryover funds must be spent in accordance with the provisions set forth in Public Law 107-110, No Child Left Behind, Title IV, Part A SDFSC.</p>	

# 2008-09 District Allocation of Title IV, Part A (SDFSC), Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To allocate Title IV, Part A (SDFSC), funds for 2008-09.		<b>Agency:</b> Sierra Sands Unified	1	5	7	3	7	4	2
<b>CDE Contact:</b> Lynette Mayhew - (916) 319-0198 - LMayhew@cde.ca.gov		<b>CD code:</b>							
<input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.									
		<b>SACS Resource Code: 3710</b>							
		<b>Title IV, Part A (SDFSC)</b>							
1.	2008-09 entitlement								19,837
2.	Transferred in	(+)							20,000
3.	Transferred out	(-)							0
4.	2008-09 amount after transfer (line 1 + 2 - 3)	(=)							39,837
5.	2007-08 carryover (as 6/30/08)	(+)							8
6.	Repayment of funds	(+)							0
7.	Funds available for flexible use under REAP*								0
8.	Total approved allocation (line 4 + 5 + 6)	(=)							39,845
9.	Reserved for administration	(-)							796
10.	Reserved for indirect costs	(-)							0
11.	Adjusted total allocation (line 8 - 9 - 10)	(=)							39,049

\*If page 2 indicates participation in Title IV, Subpart 1, REAP Flexibility, this will be line 1 - line 3 + line 5 + line 6; otherwise it will be zero.

# 2007-08 TUPE Annual Fiscal Report and Carryover Calculation

California Department of Education

Consolidated Application

**Purpose:** To determine available budget resources from previous years and to calculate TUPE carryover from 2007-08.

**Agency:** Sierra Sands Unified

**CD code:** 1 | 5 | 7 | 3 | 7 | 4 | 2

The page is not applicable. The LEA did not participate in TUPE in 2007-08.

**CDE Contact:** Shalonn Woodard - (916) 319-0197 - SWoodard@cde.ca.gov

A. TUPE Annual Fiscal Report	B. 2007-08 TUPE Carryover Calculation
1. 2007-08 entitlement	2005-06 unspent TUPE funds*
2. 2006-07 TUPE carryover funds (must be spent or obligated by 6/30/09)	6. (if line 5 is less than line 3, this is line 3 - line 5) (if line 5 is greater than or equal to line 3, this is "0")
3. 2005-06 TUPE carryover funds (must have been spent by 6/30/08)	7. 2006-07 unspent TUPE funds
4. Total 2007-08 TUPE resources (sum of lines 1 - 3)	8. 2007-08 TUPE carryover funds
5. Total 2007-08 Expenditures/Encumbrances	Percent (%) of 2007-08 entitlement to be carried into 2008-09 (line 7 plus line 8 divided by line 1 times 100). If more than 25 percent, complete the bottom section of this page.
7,405	0
7,310	0
0	1,467
14,715	19.81 %
13,248	

C. TUPE Carryover Request Justification
<p>1. Explanation of why these funds could not be spent during the 2007-08 fiscal year. (The LEA must demonstrate good cause for not expending 75 percent or more of its 2007-08 TUPE entitlement.)</p>
<p>2. Description of how these carryover funds will be used to implement TUPE in the 2008-09 fiscal year. (The use of TUPE carryover funds is limited to those activities that will directly result in the prevention of tobacco use and must comply with all TUPE program requirements, the Principles of Effectiveness, and the LEA's approved LEA Plan.)</p>

\*These funds reverted 6/30/08. CDE will bill the LEA for these funds.

# 2008-09 District Allocation of TUPE Funds

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To allocate Tobacco-Use Prevention Education (TUPE) funds for 2008-09.</p>	<p><b>Agency:</b> Sierra Sands Unified</p> <p><b>CD code:</b> 1   5   7   3   7   4   2</p>
<p><b>CDE Contact:</b> Shalonn Woodard - (916) 319-0197 SWoodard@cde.ca.gov</p>	<p><input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.</p>
<p><b>SACS Resource Code: 6660</b></p>	
<b>Description</b>	<b>Tobacco Use-Prevention Education (TUPE) Allocation</b>
1. 2008-09 entitlement	7,075
2. 2007-08 carryover (as of 6/30/2008) (+)	1,467
3. Repayment of funds (+)	0
4. Total approved allocation (line 1 + 2 + 3) (=)	8,542
5. Reserved for indirect costs (-)	211
6. Adjusted total allocation (line 4 - 5 - 6) (=)	8,331

# 2008-09 District Allocation of EIA Funds

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To allocate Economic Impact Aid (EIA) funds for 2008-09. The results from this page are used to make school-level allocations on page 43.</p> <p><b>CDE Contact: Mark Klinesteker - (916) 319-0420 -MKKlinesteker@cde.ca.gov</b></p>	<p>Agency: Sierra Sands Unified</p> <p>CD code: 1   5   7   3   7   4   2</p> <p><input type="checkbox"/> This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.</p> <p><b>SACS Resource Codes: 7090/7091</b></p> <p><b>Economic Impact Aid (EIA)</b></p>
<b>Description</b>	
1. 2008-09 entitlement	576,534
2. Transferred in	0
3. 2007-08 carryover (as of 6/30/08)	178,049
4. Repayment of funds	0
5. Subtotal (line 1 + 2 + 3 + 4)	754,583
6. Reserved for indirect costs (up to 3%)	18,713
7. Administration and evaluation (up to 10%)	75,458
8. EIA activities operated by the district (up to 2%)	15,091
9. EIA security (may not exceed 32 cents per pupil)	0
10. EIA alternative	0
11. Adjusted total allocation* (line 5 - 6 - 7 - 8 - 9 - 10)	645,321

\* Line 11 to be allocated to schools.



# 2008-09 District Allocation of EIA Funds to Schools

California Department of Education

Consolidated Application

**Purpose:** To allocate EIA funds to schools. Amounts allocated to schools as indicated on this page must be reflected in the Single Plan for Student Achievement.

Agency: Sierra Sands Unified

CD code: 1 | 5 | 7 | 3 | 7 | 4 | 2

**CDE Contact: EIA-SCE: Richard Graham - (916) 319-0303 - RGRAHAM@cde.ca.gov**  
**EIA-LEP: Mark Kliensteker - (916) 319-0420 - MKKliensteker@cde.ca.gov**

This page is not applicable because the LEA did not apply for this type of funding on page 2 of the ConApp.

A	1. Total EIA Allocation	C			D	E	F	G
		2. Standard Per Pupil EIA/LEP	3. Requested Per Pupil EIA/LEP	4. Per Pupil EIA/SCE				
<input checked="" type="checkbox"/> The LEA wishes to manually enter LEP & SCE site allocations	645,321							
<b>Name of School</b>	<b>SCE Eligible</b>	<b>SCE Funded</b>	<b>Number of LEP Students</b>	<b>Number of EDY Students</b>	<b>LEP Allocation</b>	<b>SCE Allocation</b>		
Gateway Elementary 6110712	X	X	30	476	18,171	26,319		
	5. Total EDY Eligible	6,647						
	6. Total LEP Not Eligible	0						
	7. Total EDY Funded	6,643						
	8. Totals	278,022				367,299		
	9. Total Allocation Balance					0		

# 2007-08 Reporting Form for School Safety and Violence Prevention

California Department of Education

(AB 1113, AB 658 of 1999)

Consolidated Application

**Purpose:** To report expenditures of School Safety and Violence Prevention (SSVP) funds to fulfill the legislative reporting requirement in program expenditures and activities.

<b>Agency:</b>	Sierra Sands Unified					
<b>CD code:</b>	1	5	7	3	7	4   2

This page is not applicable because the LEA did not receive this type of funding.

**CDE Contact: Kelli Omoto-Lee - (916) 319-0195 - KOmoto@cde.ca.gov**

1. 2007-08 SSVP Allocation	\$ 99,567
2. 2006-07 Unspent SSVP Funds	\$ 0
3. Total SSVP Resources (total of line 1 and line 2)	\$ 99,567

Category/Item	Expenditures and Encumbrances	Category/Item	Expenditures and Encumbrances
4. Personnel		8. Instructional Curricula and Materials	\$ 0
School Counselors	\$ 0	9. Law Enforcement Partnerships	\$ 0
School Psychologists	\$ 0	10. Other Uses of Funds	
School Social Workers	\$ 0	Other (specify) On Campus Supervision	\$ 51,385
School Nurses	\$ 0	11. Indirect Costs	\$ 0
Sworn Law Enforcement	\$ 48,182	12. Total Expenditures for SSVP	\$ 99,567
5. Communication Devices	\$ 0	13. Percent (%) of total SSVP 2007-08 resources remaining in 2008-09. If more than 25 percent, complete the bottom section of this page.	0.00%
6. School Safety Infrastructure	\$ 0		
7. Staff Training	\$ 0		

### SSVP Funding - Planned Use of Remaining Funds

Description of how these funds will be used to establish programs and strategies that promote violence prevention.

# 2008-09 Consolidation of NCLB Administrative Funds

California Department of Education

Consolidated Application

<b>Purpose:</b> To declare the agency's intent to consolidate NCLB administrative funds and identify what programs will be included in the consolidation.	<b>Agency:</b> Sierra Sands Unified  <b>CD code:</b> <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 15%;">1</td> <td style="width: 15%;">5</td> <td style="width: 15%;">7</td> <td style="width: 15%;">3</td> <td style="width: 15%;">7</td> <td style="width: 15%;">4</td> <td style="width: 15%;">2</td> </tr> </table>	1	5	7	3	7	4	2
1	5	7	3	7	4	2		

**CDE Contact:** Julie Brucklacher - (916) 327-0858 - [JBruckla@cde.ca.gov](mailto:JBruckla@cde.ca.gov)

This page is not applicable because the LEA did not participate in any of the listed programs.

**Notes:**

1. Section 9203 of the Elementary and Secondary Education Act of 1965, as amended by the NCLB Act of 2001, allows an LEA to consolidate, for the administration of one or more programs under NCLB (or such other programs as the U.S. Secretary of Education shall designate), not more than the percentage, established in each program, of the total available for the LEA under those programs.
2. Refer to the instructions for the maximum amount of administrative funds from the different NCLB titles that may be consolidated.
3. An LEA that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year (ESEA Sec. 9203(c)).
4. Pooled costs may be treated as one cost objective. An LEA is not required to keep separate records, by individual program, to account for costs relating to the administration of the programs included in the consolidation (ESEA Sec. 9203(e)).
5. CDE approval to consolidate administrative funds is valid only for the fiscal year requested.

**The programs for which this agency is requesting to consolidate administrative funds are indicated by a check in the "YES" box below.**

SACS Code	Programs	Yes	No
3010	Title I, Part A (Basic Programs)	X	
3060	Title I, Part C (Migrant Education)		X
3025	Title I, Part D (Neglected and Delinquent Children)		X
3170	Title I, Part F (Comprehensive School Reform)		X
4035	Title II, Part A (Teacher Training and Recruiting)	X	
4036	Title II, Part A (Principal Training and Recruiting)		X
4045	Title II, Part D (Enhancing Education Through Technology)	X	
4201	Title III (Immigrant Students)		X
4203	Title III (LEP Students)	X	
3710	Title IV, Part A (Safe and Drug-Free Schools and Communities)		X
4124	Title IV, Part B (21st Century Community Learning Centers)		X
4110	Title V, Part A (Innovative Programs)	X	

# October 2008 School-Level Free and Reduced-Price Meals Eligibility Data Collection

California Department of Education

Consolidated Application

Agency: Sierra Sands Unified		CD code: 1   5   7   3   7   4   2			
Purpose: To collect data used for LEA grant determinations for Title I, Part A as well as several other state and federal categorical programs. Additionally, the data will be used on the Title I ranking page of Part I of the 2009-10 ConApp.		CDE Contact: (916) 323-8068 - <a href="mailto:frpminfo@cde.ca.gov">frpminfo@cde.ca.gov</a>			
A	B	C	D	E	F
Name of School School Code	Charter School Number Lowest Grade Served	Highest Grade Served	Enrolled	Eligible for Free Meals*	Eligible for Reduced-Price Meals*
Sierra Sands Community Day 0115717	06	12	6	6	0
Mesquite Continuation High 1530054	09	12	126	51	2
Burroughs High 1531367	09	12	1,564	438	118
Pierce Elementary 6009294	KK	05	373	245	38
Murray Middle 6009310	06	08	683	234	86
Richmond Elementary 6009328	KK	05	438	157	69
Inyokern Elementary 6009609	KK	05	198	122	22
James Monroe Middle 6009617	06	08	544	204	53
Las Flores Elementary 6009625	KK	05	464	184	44

\*Eligibility tables can be found at <http://www.cde.ca.gov/ls/nw/sn/eligmaterials.asp>

# October 2008 School-Level Free and Reduced-Price Meals Eligibility Data Collection

California Department of Education

Consolidated Application

<b>Purpose:</b> To collect data used for LEA grant determinations for Title I, Part A as well as several other state and federal categorical programs. Additionally, the data will be used on the Title I ranking page of Part I of the 2009-10 ConApp.		<b>Agency:</b> Sierra Sands Unified	
		<b>CD code:</b>	
		1	5
		7	3
		7	4
		2	

**CDE Contact: (916) 323-8068 - frpminfo@cde.ca.gov**

A		B	C	D	E	F
Name of School	Charter School Number	Lowest Grade Served	Highest Grade Served	Enrolled	Eligible for Free Meals*	Eligible for Reduced-Price Meals*
Faller Elementary	6009633	KK	05	480	233	46
Rand Elementary	6009971	KK	03	8	6	2
Gateway Elementary	6110712	KK	05	493	182	53

\*Eligibility tables can be found at <http://www.cde.ca.gov/ls/nl/sn/eligmaterials.asp>

# 2007-08 Intensive Instruction Annual Report

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To report on the participation and effectiveness, as measured by success on the California High School Exit Examination (CAHSEE), of the CAHSEE Intensive Instruction</p>	<p><b>Agency:</b> Sierra Sands Unified</p>
<p><b>CDE Contact:</b> Carolyn S. Mills - (916) 445-7746 - edoptions@cde.ca.gov</p>	<p><b>CD code:</b> 1   5   7   3   7   4   2</p>

	Students Served in 2007-08				Passed one or both parts of CAHSEE in 2007-08			
	Class of				Class of			
	2006	2007	2008	2009	2006	2007	2008	2009
<p><b>2007-08 CAHSEE Intensive Instruction and Services</b></p> <p>Provide the number of students served by this program. Ed. Code 37254 (d)(5) &amp; (8). Students may receive more than one type of service.</p>								
1. Diagnostic assessment	0	1	56	67	0	0	32	41
2. Individual instruction in CAHSEE academic content	0	1	27	28	0	0	18	16
3. Group instruction in CAHSEE academic content	0	0	29	40	0	0	14	26
4. English language development for ELs geared to CAHSEE passage	0	1	1	4	0	0	1	4
5. Instruction in test taking skills, individual or group	0	1	56	67	0	0	32	41
6. Academic counseling services, individual or group	0	1	56	67	0	0	32	41
7. Technology-based instruction	0	0	0	0	0	0	0	0
8. Instruction delivered by an outside entity	0	0	0	0	0	0	0	0
9. Other (list) _____	0	0	0	0	0	0	0	0
<input checked="" type="checkbox"/> Confirmation that in compliance with Ed. Code 37254(d)(3) we have provided written notices to all eligible students each school term.								
10. Number of notices sent in Term 1	7							
11. Number of notices sent in Term 2	24							
12. Number of notices sent out in any other term	0							

# 2007-08 CAHSEE Supplemental Counseling Programs Annual Report

California Department of Education

Consolidated Application

<b>Purpose:</b> To report on the participation and effectiveness of the Middle and High School Supplemental Counseling Program for 2007-08.		<b>Agency:</b> Sierra Sands Unified													
<b>CDE Contact:</b> Carolyn S. Mills - (916) 445-7746 - edoptions@cde.ca.gov		<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;">CD code:</td> <td style="width: 20px;">1</td> <td style="width: 20px;">5</td> <td style="width: 20px;">7</td> <td style="width: 20px;">3</td> <td style="width: 20px;">7</td> <td style="width: 20px;">4</td> <td style="width: 20px;">2</td> </tr> </table>		CD code:	1	5	7	3	7	4	2				
CD code:	1	5	7	3	7	4	2								
1. Number of students in grade 7 who received individual counseling	111														
2. Number of students in grades 7 through 12 who received any services from this program	477														
3. Number of school counselors involved in conferences for grades 7 through 12	9														
4. Number of students in grades 10 and 12 who received individual counseling	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td colspan="2">Individual Counseling Requirement in 2007-08</td> <td colspan="2">Met CAHSEE Requirement in 2007-08</td> </tr> <tr> <td style="width: 20px;">10</td> <td style="width: 20px;">12</td> <td style="width: 20px;">10</td> <td style="width: 20px;">12</td> </tr> <tr> <td style="width: 20px;">68</td> <td style="width: 20px;">66</td> <td style="width: 20px;">47</td> <td style="width: 20px;">53</td> </tr> </table>			Individual Counseling Requirement in 2007-08		Met CAHSEE Requirement in 2007-08		10	12	10	12	68	66	47	53
Individual Counseling Requirement in 2007-08		Met CAHSEE Requirement in 2007-08													
10	12	10	12												
68	66	47	53												
5. Does the LEA assure individual pupil conferences will be done in accordance with Ed. Code 52378(e)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No														
6. Provide a summary of the most prevalent results for pupils based on the graduation plans developed pursuant to Ed. Code 52380 2007-2008 is our baseline year. We have successfully lowered the ratio of counselors to students. Parent contact and involvement in graduation plans has increased.															

# 2008-09 Consolidated Application Contact Pages

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To maintain a complete listing of contact information for each district.</p> <p><b>CDE Contact:</b> <i>Linda Parker -- (916) 319-0297 -- LParker@cde.ca.gov</i></p>	<p><b>Agency:</b> Sierra Sands Unified</p> <p><b>CD code:</b> 1   5   7   3   7   4   2</p>
--	---

<b>Consolidated Application</b>	Name Laura Hickle	Title Coordinator	Salutation Mrs.
	Phone (760) 384-2350	FAX (760) 375-1959	E-mail lhickle@ssusd.org
<input type="checkbox"/> Contact is N/A			

<b>Title I, Part A</b>	Name Laura Hickle	Title Coordinator	Salutation Mrs.
	Phone (760) 384-2350	FAX (760) 375-1959	E-mail lhickle@ssusd.org
<input type="checkbox"/> Contact is N/A			

<b>Title I Neglected or Delinquent</b>	Name ( )	Title ( )	Salutation ( )
	Phone ( )	FAX ( )	E-mail ( )
<input checked="" type="checkbox"/> Contact is N/A			

<b>Parent/Family Involvement</b>	Name Laura Hickle	Title Coordinator	Salutation Mrs.
	Phone (760) 384-2350	FAX (760) 375-1959	E-mail lhickle@ssusd.org
<input type="checkbox"/> Contact is N/A			

<b>Title II, Part A (Teacher Quality)</b>	Name Laura Hickle	Title Coordinator	Salutation Mrs.
	Phone (760) 384-2350	FAX (760) 375-1959	E-mail lhickle@ssusd.org
<input type="checkbox"/> Contact is N/A			

<b>Title III, Part A (LEP/Immigrant)</b>	Name Laura Hickle	Title Coordinator	Salutation Mrs.
	Phone (760) 384-2350	FAX (760) 375-1959	E-mail lhickle@ssusd.org
<input type="checkbox"/> Contact is N/A			

# 2008-09 Consolidated Application Contact Pages

California Department of Education

Consolidated Application

<p><b>Purpose:</b> To maintain a complete listing of contact information for each district.</p> <p><b>CDE Contact:</b> <i>Linda Parker -- (916) 319-0297 -- LParker@cde.ca.gov</i></p>	<p><b>Agency:</b> Sierra Sands Unified</p> <p><b>CD code:</b> 1   5   7   3   7   4   2</p>
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<b>Title IV (SDFSC) and TUPE</b>	<p>Name: Michelle Acosta</p> <p>Phone: (760) 499-1704 Ext.</p>	<p>Title: Coordinator</p> <p>FAX: (760) 446-1123</p>	<p>Salutation: Mrs.</p> <p>E-mail: macosta@ssusd.org</p>
----------------------------------	--	--	--

<input type="checkbox"/> Contact is N/A	<p>Name: ( ) - Ext. ( ) -</p> <p>Phone: ( ) - Ext. ( ) -</p>	<p>Title: ( ) -</p> <p>FAX: ( ) -</p>	<p>Salutation: ( ) -</p> <p>E-mail: ( ) -</p>
---	--	---------------------------------------	---

<input checked="" type="checkbox"/> Contact is N/A	<p>Name: Michelle Acosta</p> <p>Phone: (760) 446-0352 Ext.</p>	<p>Title: Coordinator</p> <p>FAX: (760) 446-1123</p>	<p>Salutation: Mrs.</p> <p>E-mail: macosta@ssusd.org</p>
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<b>Homeless Liaison</b>	<p>Name: Michelle Acosta</p> <p>Phone: (760) 499-1704 Ext.</p>	<p>Title: Coordinator</p> <p>FAX: (760) 446-1123</p>	<p>Salutation: Mrs.</p> <p>E-mail: macosta@ssusd.org</p>
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<input checked="" type="checkbox"/> Contact is N/A	<p>Name: Ernie Bell</p> <p>Phone: (760) 375-4852 Ext.</p>	<p>Title: Asst. Superintendent</p> <p>FAX: (760) 375-1253</p>	<p>Salutation: Mr..</p> <p>E-mail: ebell@ssusd.org</p>
--	---	---	--

<b>Rural Education Achievement Program (REAP)</b>	<p>Name: Ernie Bell</p> <p>Phone: (760) 375-4852 Ext.</p>	<p>Title: Asst. Superintendent</p> <p>FAX: (760) 375-1253</p>	<p>Salutation: Mr..</p> <p>E-mail: ebell@ssusd.org</p>
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<b>Preliminary Entitlements</b>	<b>02-03 Entitlements</b>	<b>03-04 Entitlements</b>	<b>04-05 Entitlements</b>	<b>05-06 Entitlements</b>	<b>06-07 Entitlements</b>	<b>07-08 Entitlements</b>	<b>08-09 Entitlements</b>	<b>\$ Change from 07-08 to 08-09</b>
<b>FEDERAL PROGRAMS</b>								
Title 1 Part A- 3010	\$715,295	\$1,057,132	\$1,200,259	\$1,158,500	\$1,152,567	\$1,094,100	\$1,159,037	\$64,937
Title II Part A, Teacher Quality- 4035	\$238,061	\$262,143	\$251,234	\$244,006	\$242,084	\$241,502	\$254,852	\$13,350
Title II Part D, Technology 4045	\$21,372	\$28,913	\$32,772	\$22,693	\$11,791	\$10,888	\$10,551	-\$337
Title III Part A, LEP- 4203	\$34,068	\$41,522	\$46,449	\$35,152	\$38,136	\$45,410	\$47,120	\$1,710
Title IV, SDFSC- 3710	\$30,384	\$31,049	\$30,010	\$30,793	\$23,923	\$25,612	\$19,837	-\$5,775
Title V, Innovative Strategies- 4110	\$27,541	\$25,787	\$16,778	\$14,786	\$5,714	\$6,023	\$0	-\$6,023
<b>Total Federal</b>	<b>\$1,066,721</b>	<b>\$1,446,546</b>	<b>\$1,577,502</b>	<b>\$1,505,930</b>	<b>\$1,474,215</b>	<b>\$1,423,535</b>	<b>\$1,491,397</b>	<b>\$67,862</b>

## 6. EDUCATIONAL ADMINISTRATION

### 6.2 Adoption of Resolution #23 0809 Approving Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and Waiving Rights to File Any Claim Regarding the Hughes Bill Statute and Regulations in the Future

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**BACKGROUND INFORMATION:** The Behavioral Intervention Plans [Hughes Bill] Mandated Cost Claim Settlement settles the test claim CSM-4464 initiated by San Diego Unified School District, Butte County Office of Education, and San Joaquin County Office of Education, and the related Sacramento Superior Court case, case No. 03CS01432, regarding reimbursement for costs associated with behavioral intervention plans required by the Hughes Bill statute and regulations under state law. If approved, it ends a fourteen-year dispute with the State of California regarding funding for state behavioral intervention plan requirements that are in excess of federal law. The settlement provides \$520 million in reimbursement for past costs associated with behavioral intervention plans and \$65 million annually for ongoing costs. The legislature's obligation to fund the settlement is contingent on 85% of all districts, county offices of education, and special education local plan areas constituting 92% of statewide ADA waiving their rights to file additional mandated cost claims on the current Hughes Bill statute and regulations.

**CURRENT CONSIDERATION:** In Resolution #23 0809, the board (1) approves the settlement which will bring the district approximately \$80,042.19 annually for the six-year period beginning 2011-12 through 2016-17 and approximately \$10.924857 per ADA for the SELPA as part of the AB 602 funding formula, beginning in 2009-2010, and increasing by COLA and ADA growth in subsequent years; (2) agrees to waive its ability to file future mandated cost claims on the Hughes Bill statute and regulations as currently worded; and (3) directs the district's authorized representative to sign the waiver to implement this action.

**FINANCIAL IMPLICATIONS:** If statewide agencies including school districts, county offices of education, and SELPA's representing 92% of statewide ADA pass this resolution, the Sierra Sands Unified School District will be eligible for unrestricted general fund revenues totaling \$480,253.17 allocated over six years beginning in 2011-2012. It will also increase its AB602 funding by approximately \$10.924857 per ADA beginning in 2009-2010.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Sierra Sands Unified School District School Board of Education approve the Behavioral Intervention Plans [Hughes Bill] Mandated Cost Claim Settlement with adoption of Resolution #23 0809 as presented.

**RESOLUTION NO. 23 0809**

**GOVERNING BOARD OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**APPROVAL OF BEHAVIORAL INTERVENTION PLANS [HUGHES BILL]  
MANDATED COST CLAIM SETTLEMENT AND AGREEMENT  
TO WAIVE FUTURE CLAIMS**

**WHEREAS**, the Commission on State Mandates (“the Commission”), in a test claim known as the Behavioral Intervention Plans [Hughes Bill] Mandated Cost Claim, has determined that, since 1993, there are unfunded state mandates exceeding the federal requirements in the following seven (7) components of the Hughes Bill Statute and Regulations (California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052): special education local plan area (“SELPA”) plan requirements, development and implementation of behavioral intervention plans, functional analysis assessments, modifications and contingent behavioral intervention plans, development and implementation of emergency interventions, prohibited behavioral intervention plans, and due process hearings;

**WHEREAS**, these state mandates remain required components of the Hughes Bill Statute and Regulations;

**WHEREAS**, final claiming instructions for the Behavioral Intervention Plans Mandated Cost Claim were never adopted by the Commission due to various disputes that arose with the State;

**WHEREAS**, the State’s Department of Finance disputes that any of the identified Behavioral Intervention Plans Mandated Cost Claim mandates qualify for state reimbursement because it contends they are required by federal law, and therefore the State has filed a lawsuit with the Sacramento Superior Court, case No. 03CS01432, to contest the Commission’s decision in the Behavioral Intervention Plans Mandated Cost Claim;

**WHEREAS**, the Test Claimants believe that the identified mandates require new programs and increased levels of service in excess of federal law, and are therefore unfunded state mandates, and therefore the Test Claimants oppose the court action filed by the State challenging the Commission’s decision;

**WHEREAS**, this litigation could thwart resolution of these matters for a number of years;

**WHEREAS**, to avoid the cost and uncertainty of further litigation, to alleviate the uncertainty regarding the Hughes Bill Statute and Regulations funding, and to expedite the resolution of this long-pending mandate claim, the State and the Test Claimants (“Parties”) have determined to compromise and settle the claims set forth in the Behavioral Intervention Plans Mandated Cost Claim;

**WHEREAS**, the Parties have negotiated a settlement agreement (“Agreement”), which provides \$520 million as general fund reimbursement for past costs associated with the Hughes Bill Statute and Regulations, allocated as follows:

- \$510 million to school districts based on 2007-08 P-2 average daily attendance (“ADA”) (about \$14.85 per ADA annually for six years, beginning in 2011-12, or for a lesser period at the State’s discretion should the State choose to accelerate payment of such reimbursement);
- \$1.5 million to county offices of education in 2009-10 based on December 2007 county special education pupil count, about \$35.06 per pupil, with no county office of education receiving less than \$5,000;
- \$6 million to SELPAs in 2009-10 based on December 2007 special education pupil count, about \$8.85 per pupil, with no SELPA receiving less than \$10,000; and
- \$2.5 million in 2009-10 for administrative costs incurred in pursuing the Claim;

**WHEREAS**, the settlement further provides \$65 million as a permanent increase to the AB 602 funding base for special education programs and services beginning in 2009-10, resulting in each SELPA’s funding rate increasing by about \$10.92 per ADA, with this amount increasing by the cost of living adjustment and ADA growth in subsequent years;

**WHEREAS**, by approving this settlement the Sierra Sands Unified School District receive approximately \$480,253.17 in discretionary funding for retroactive reimbursement, \$80,042.19 over six-years in equal installments, unless the State, in its discretion, accelerates payment of such reimbursement;

**WHEREAS**, the Sierra Sands Unified School District, in exchange for the foregoing financial settlement, must waive its right to file any further mandate claims arising from the Hughes Bill Statute and Regulations, or to benefit from any new Hughes Bill Statute and Regulations claims filed, unless the Hughes Bill Statute and Regulations change;

**WHEREAS**, if for some reason the settlement process is not completed, the Waiver will not take effect;

**WHEREAS**, the Governing Board of the Sierra Sands Unified School District has reviewed the Notice to LEAs Re: Pending Settlement of the Behavioral Intervention Plans [Hughes Bill] Mandated Cost Claim and the required Waiver; and

**WHEREAS**, the District administrative staff, having reviewed the terms of the pending settlement, recommends that the Governing Board approve the settlement and agree to waive its rights to file mandated cost claims arising from the Hughes Bill Statute and Regulations in the future or to benefit from such claims unless the Hughes Bill Statute and Regulations change;

**NOW THEREFORE, BE IT RESOLVED**, the Governing Board of the Sierra Sands Unified School District approves the terms of the pending settlement of the Behavioral Intervention Plans Mandated Cost Claim, agrees to waive its rights regarding claims as set forth in the attached Waiver, and authorizes the Superintendent to sign the required Waiver and to deliver it as requested by no later than February 28, 2009, and to complete any other administrative task necessary to effectuate this decision.

Passed and adopted by the Governing Board of the Sierra Sands Unified School District on the fifth day of February, 2009, by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
President, Governing Board

\_\_\_\_\_  
School District

\_\_\_\_\_  
County, California

Attested by: \_\_\_\_\_  
Secretary to the Board

00334.00100/105189.1

Exhibit A to Settlement Agreement  
Behavioral Intervention Plans Mandated Cost Claim

WAIVER

This Waiver is entered into on February 5, 2009 by  
SIERRA SANDS UNIFIED SCHOOL DISTRICT hereinafter "LEA,"  
to fulfill one of the terms of the Settlement and Release Agreement for the Behavioral  
Intervention Plans Mandated Cost Claim ("Agreement").

A. Known Claims

With respect to section 56523 of the California Education Code and the California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and section 3052 as those sections read on or before July 1, 2008, (collectively "the Hughes Bill Statute and Regulations"), LEA hereby knowingly and voluntarily waives the rights set forth under article XIII B, section 6, of the California Constitution, sections 17500 through 17630 of the California Government Code, and sections 1181 through 1189.11 of Title 2 of the California Code of Regulations. By signing this Waiver, LEA hereby acknowledges that LEA forever gives up its right to file any mandated cost claim regarding the Hughes Bill Statute and Regulations, and/or to pursue any filed claim regarding that statute and regulations, and/or to benefit from such a claim, including any claim regarding the following programs and services:

1. Special education local plan area plan requirements pursuant to California Code of Regulations, title 2, sections 3001, subdivision (c), and 3052, subdivision (j), as these sections read on July 1, 2008;
2. Development and implementation of behavioral intervention plans pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (c), (d), (e), and (f), and 3052, subdivisions (a), (c), (d), (e), and (f), as these sections read on July 1, 2008;
3. Functional analysis assessments pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (d) and (f), and 3052, subdivisions (b), (c), and (f), as these sections read on July 1, 2008;
4. Modifications and contingent behavioral intervention plans pursuant to California Code of Regulations, title 2, section 3052, subdivisions (g) and (h), as these sections read on July 1, 2008;
5. Development and implementation of emergency interventions pursuant to California Code of Regulations, title 2, sections 3001, subdivisions (c) and (d), and 3052, subdivision (i), as these sections read on July 1, 2008;

6. Prohibited behavioral intervention plans pursuant to California Code of Regulations, title 2, sections 3001, subdivision (d), and 3052, subdivision (l), as these sections read on July 1, 2008; and
7. Due process hearings pursuant to California Code of Regulations, title 2, section 3052, subdivision (m), as this section read on July 1, 2008.

LEA further acknowledges and concedes that the amount that is required to be appropriated for the purpose of satisfying the STATE's minimum funding obligation to LEAs pursuant to article XVI, section 8, of the California Constitution shall not be required to be increased, to any extent, by payment of the retrospective amounts described in Paragraph II.B. of the Agreement, and by signing this Waiver LEA forever gives up its right to contend otherwise.

B. Unknown Claims

1. LEA expressly waives the application of California Civil Code section 1542 regarding mandated cost claims under California Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052 as those sections read on or before July 1, 2008.
2. LEA certifies that it has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. LEA understands that it is agreeing that California Civil Code section 1542 does not apply to this Waiver. LEA understands and acknowledges that the significance and consequence of this waiver of California Civil Code section 1542 is:
  - a. LEA may have additional claims arising or occurring up to the date of this Waiver of which it is not now aware;
  - b. LEA may not make a further demand for any such claims;
  - c. LEA may not receive any benefit(s) from any such claims that may be filed by other claimants; and
  - d. LEA extends its waiver to include now unknown and/or later discovered claims.

C. Exemptions

LEA signs this Waiver with the understanding that it does not prohibit LEAs from filing mandated cost claims to the extent that the Hughes Bill Statute and Regulations are amended or added or changed in any way after July 1, 2008.

D. Advice of Attorney

LEA warrants and represents that it has reviewed and understands the Notice to LEAs Re: Pending Settlement of the Behavioral Intervention Plans Mandated Cost Claim ("the Notice") and this Waiver, and that it has been advised to seek legal advice from the attorney of its choice regarding the Notice and this Waiver. LEA acknowledges and represents either that it relied upon legal advice from its attorney in executing this Waiver or that it chose not to rely upon legal advice from its attorney in executing this Waiver. LEA further acknowledges and represents that, in executing this Waiver, it has not relied on any inducements, promises, or representations other than those stated in the Notice and Waiver.

E. Contingency of Waiver

LEA understands that this Waiver is binding only if the preconditions to the full implementation of the Settlement Agreement are satisfied. Those preconditions are set out in Section C of the Notice and Section II.A. of the Agreement, and are, in brief: (1) at least 85% of all LEAs sign this Waiver, including school districts and county offices of education who served student populations accounting for 92% of the P-2 2007-08 ADA; (2) the parties seek a superior court ruling that the settlement is final and binding on all LEAs; and (3) legislation is enacted appropriating the necessary funding and placing ongoing funding in statute.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

JOANNA RUMMER, SUPERINTENDENT  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AUTHORIZED AGENT

SETTLEMENT AND RELEASE AGREEMENT  
BEHAVIORAL INTERVENTION PLANS [HUGHES BILL] MANDATED COST CLAIM

This settlement and release agreement ("Agreement") is entered into this \_\_\_\_\_ day of 2008 by and between the State of California ("the STATE") on the one hand, and San Diego Unified School District, Butte County Office of Education, and San Joaquin County Office of Education (collectively "CLAIMANTS") on the other, who, in consideration of the promises made herein, agree as follows:

I. Nature and Status of the Dispute

Effective January 1, 1991, Education Code section 56523 was added to the Education Code. That section required the development and adoption of regulations governing positive behavioral interventions for special education students by the State Board of Education ("the SBE"). In 1993, the SBE promulgated California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052 to implement Education Code section 56523. The Education Code section and its implementing regulations are referred to cumulatively as "the Hughes Bill."

The Behavioral Intervention Plans Mandated Cost Claim was initiated on September 28, 1994, when San Diego Unified School District, Butte County Office of Education, and San Joaquin County Office of Education filed test claim CSM-4464 with the Commission on State Mandates ("the Commission"). The Behavioral Intervention Plans Mandated Cost Claim asked the STATE to reimburse local educational agencies ("LEAs"), including school districts, county offices of education, special education local plan areas ("SELPA's"), and joint agencies composed of such organizations for the costs of implementing the Hughes Bill.

On September 28, 2000, the Commission adopted a Statement of Decision on CSM-4464 finding that the Hughes Bill imposed a reimbursable state mandate on school districts by requiring the following seven activities: SELPA plan requirements, development and implementation of behavioral intervention plans, functional analysis assessments, modifications and contingent behavioral intervention plans, development and implementation of emergency interventions, prohibited behavioral intervention plans, and due process hearings. The settlement of the Special Education Mandated Cost Claim in 2000-2001 explicitly omitted the Behavioral Intervention Plans Mandated Cost Claim (Ed. Code § 56836.156(g)).

Subsequently CLAIMANTS proposed parameters and guidelines for the CSM-4464 claiming process but various disputes arose with the STATE and a final draft was never adopted by the Commission. The parties attempted settlement without success and the matter reached a stalemate.

On September 26, 2003, the STATE's Department of Finance filed a Petition for Administrative Mandamus in the Sacramento Superior Court challenging the Commission's decision in CSM-4464. It named the Commission as Respondent, and CLAIMANTS as Real Parties in Interest (*Department of Finance v. Commission on State Mandates*, Sacramento Superior Court Case No. 03CS01432). The Petition maintained that the Hughes Bill was not a reimbursable state mandate because 1) it was required by federal law, 2) it merely implemented federal requirements, and

3) it did not exceed those requirements. The matter is still pending. CLAIMANTS have filed no responsive pleadings as yet.

On October 4, 2007, the Deputy Attorney General representing the STATE's Department of Finance in the above case wrote to CLAIMANTS stating that pending reforms in the mandate process could present a timely opportunity to continue negotiations. The Deputy Attorney General noted that the mandate reform legislation, AB 1222, included the option of the joint development of a reasonable reimbursement methodology and cost estimate. The Deputy Attorney General suggested a meeting if CLAIMANTS were interested in resolving the matter and noted that, absent successful settlement, she planned to schedule a hearing in Sacramento Superior Court in April 2008. In response, CLAIMANTS contacted the Deputy Attorney General and the parties began meeting to work on a mutually agreeable resolution.

A chief task in the settlement process was developing a statewide cost estimate for the claim. Ultimately CLAIMANTS completed surveys of more than 20 SELPAs representing more than 10% of public school students statewide. The STATE's Department of Finance staff reviewed copies of all survey returns and verified that the cumulative cost totals accurately reflected the SELPA data.

In May 2008, the Sacramento Superior Court notified the STATE that it must bring its case to trial by September 26, 2008, or be subject to dismissal under the state law which requires all matters to be brought to trial within five years ("the five-year rule"). Ultimately, the parties filed a stipulation with the court agreeing to extend the five-year period to March 27, 2009, in the hopes that agreement could be reached.

The STATE's Department of Finance continues to dispute the Commission's decision in CSM-4464 that the Hughes Bill is a reimbursable mandate. CLAIMANTS believe the Commission's decision was correct and that the Hughes Bill imposes requirements on school districts that are not mandated by federal law.

To avoid the costs and uncertainty of further litigation, to alleviate the uncertainty regarding the Hughes Bill funding, and to expedite the resolution of this long-pending mandate claim in the spirit of AB 1222, the parties have determined to compromise and settle the claims raised in Sacramento Superior Court Case No. 03CS01432 and the underlying administrative decision of the Commission on State Mandates in CSM-4464 on the terms and conditions set forth below.

## II. Actions to Resolve Dispute

- A. The mutual obligations and duties of the parties set forth herein are contingent upon all of the following events occurring:
  - 1. On or before February 28, 2009, no less than 85% of all K-12 school districts, county offices of education, and SELPAs shall sign the Waiver, attached hereto as Exhibit A. In addition, the school districts and county offices signing Exhibit A must have served student populations accounting

for no less than 92% of the second principal apportionment (P-2) average daily attendance in the 2007-08 fiscal year.

2. The parties shall seek a superior court ruling that the settlement is final and binding on all LEAs, assuming implementing legislation is enacted. In the absence of such a ruling, the parties shall seek an alternative, mutually agreeable final and formal resolution of the dispute.
  3. Prior to or concurrent with the enactment of the Budget Act for the 2009-10 fiscal year, legislation is enacted that contains provisions identical to or substantially similar to the language contained in Exhibit B. It is the intent of the parties that, on or before January 10, 2009, the Legislature shall be requested to enact such legislation on an urgency basis. Any modifications to the proposed legislation shall be made only with agreement of all the signatories to this settlement document.
    - a. The proposed legislation shall appropriate the amount of ten million dollars (\$10,000,000) payable upon enactment and allocated in accord with Section II.B. of this Agreement.
    - b. The proposed legislation shall require additional funding of five-hundred and ten million dollars (\$510,000,000) in total payable over a six-year period, or lesser period at the STATE's discretion, commencing July 1, 2011, and allocated in accord with Section II.B. of this Agreement.
    - c. The proposed legislation shall include statutory language to revise the existing special education funding model established by Assembly Bill 602 (Chapter 854, Statutes of 1997) to provide an ongoing increase of sixty-five million dollars (\$65,000,000) annually to special education programs. The proposed legislation shall appropriate the first year of funding.
    - d. The combination of the above appropriations is to be considered in full satisfaction of, and is in lieu of, any reimbursable mandate claims that would have been filed as a result of CSM-4464. By providing this funding for CSM-4464, the STATE in no way concedes the existence of an unfunded reimbursable mandate for that claim.
- B. For the purposes of this settlement only, to resolve any and all retrospective mandated cost claims from 1993-94 to 2008-09 arising from CSM-4464 and the Statement of Decision adopted by the Commission on State Mandates on September 28, 2000, the STATE agrees that:

1. Upon enactment of legislation prior to or concurrent with the 2009-10 Budget Act, payment in the amount of ten million dollars (\$10,000,000) will be allocated to LEAs as follows:
  - a. One million five hundred thousand dollars (\$1,500,000) shall be allocated to county offices of education on an equal per-pupil basis. The amount of each agency's allocation shall be determined by dividing one million five hundred thousand dollars (\$1,500,000) by the total statewide county special education pupil count only, as reported by county offices of education as of December 2007. The allotment for each county office of education shall be the per-pupil amount times the county's special education pupil count reported as of December 2007. The State Superintendent of Public Instruction ("the Superintendent") shall adjust the computations in such a manner as to ensure that the allotment to each county office of education is at least five thousand dollars (\$5,000).
  - b. Six million dollars (\$6,000,000) shall be allocated to SELPAs that existed for the 2007-08 fiscal year. The amount of each agency's allocation shall be determined by dividing six million dollars (\$6,000,000) by the total statewide special education pupil count as of December 2007. The allotment for each agency shall be the statewide per-pupil amount times the SELPA's special education pupil count reported as of December 2007. The State Superintendent of Public Instruction ("the Superintendent") shall adjust the computations in such a manner as to ensure that the allotment to each SELPA is at least ten thousand dollars (\$10,000).
  - c. Two million five hundred thousand dollars (\$2,500,000) shall be paid to San Joaquin County Office of Education.
2. In accord with legislation enacted prior to or concurrent with the 2009-10 Budget Act, the State will pay an additional five hundred and ten million dollars (\$510,000,000) to school districts. This amount shall be allocated in installment payments of eighty-five million dollars (\$85,000,000) commencing July 1, 2011, and annually thereafter for a period of six years unless the STATE in its discretion enlarges the installment amount from time to time, thereby discharging the obligation in advance of the six year period. These payments shall be allocated to school districts on a per-pupil basis as follows:
  - a. The appropriation shall be divided by the total average daily attendance, excluding attendance for regional occupation centers and programs, adult education, and programs operated by the county superintendents of schools, for all pupils in kindergarten through grade twelve in all school districts as used by the Superintendent for the second principal apportionment for the

2007-08 fiscal year. Each school district shall receive an allocation equal to the per-pupil amount times the district's reported average daily attendance for the second principal apportionment for the 2007-08 fiscal year, excluding attendance for regional occupation centers and programs, adult education, and programs operated by the county superintendents of schools. The amount allocated to each school district shall be the same in all subsequent fiscal years as it is in the first fiscal year unless the State enlarges the appropriation as specified in II.B.2. above.

- b. In any fiscal year after 2011-12 in which the provisions of paragraph (b)(3) of Section 8 of Article XVI of the California Constitution are operative, the annual appropriation shall not be required to be made. If an appropriation is not made for a specific fiscal year or years, it shall instead be made in the fiscal year or years immediately succeeding the final payment pursuant to Section II.B.2 of this Agreement.
- C. To effectuate a stay of the five-year rule and to seek court approval of the settlement which makes it final and binding on LEAs, the parties agree to the following:
1. Within ten court days after execution of this Agreement, CLAIMANTS will file a response to the Petition for Administrative Mandamus, Sacramento Superior Court Case No. 03CS01432. Concurrently or as soon thereafter as the parties deem appropriate, the STATE and CLAIMANTS shall jointly stipulate to a stay of the five-year rule, and shall file such stipulation with the court. The stipulation shall provide for and ask the court to order the following:
    - a. A stay of the five-year rule for the purposes of this settlement, with the understanding that the five-year rule shall be in effect within ninety (90) days if the settlement terms cannot be effectuated.
    - b. Notice of the stay and of the settlement terms to all LEAs.
    - c. A court hearing, if necessary, to consider any objections to the settlement made by LEAs or other parties of standing.
    - d. Entry of judgment that the settlement is the final resolution of CSM-4464 assuming implementing legislation is enacted, and that after appropriate consideration of objections, if any, it is final and binding on all LEAs.

- D. In the absence of any entry of judgment as specified in Section II.C.1.d. of this Agreement, the parties shall seek an alternative mutually agreeable final and formal resolution of the dispute.
- E. If the events listed in Section II.A. as preconditions to the parties' obligations do not take place, the STATE or the CLAIMANTS may request the Superior Court to lift the stay issued pursuant to Section II.C.1.a., above, and to order that the five-year rule shall take effect in ninety (90) days.

### III. Known Claims

With respect to section 56523 of the California Education Code and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052 as those sections read on or before July 1, 2008, ("the Hughes Bill Statute and Regulations"), CLAIMANTS hereby knowingly and voluntarily waive the rights set forth under article XIIB, section 6, of the California Constitution, sections 17500 through 17630 of the California Government Code, and sections 1181 through 1189.11 of Title 2 of the California Code of Regulations. By signing this Agreement, CLAIMANTS hereby acknowledge that CLAIMANTS forever relinquish their right to file any mandated cost claim regarding the Hughes Bill Statute and Regulations, and further forever relinquish their right to receive any benefit(s) from any claim(s) so filed. CLAIMANTS may file mandated cost claims concerning such statutes and regulations only to the extent that state or federal statutes or regulations are amended or added or changed in any other way after July 1, 2008. CLAIMANTS further acknowledge and concede that the amount that is required to be appropriated for the purpose of satisfying the STATE's minimum funding obligation to school districts pursuant to article XVI, section 8, of the California Constitution shall not be required to be increased, to any extent, by payment of the amounts set forth in Sections II.B.1 and II.B.2 of this agreement.

### IV. Unknown Claims

- A. CLAIMANTS expressly waive the application of California Civil Code section 1542 regarding mandated cost claims based on Education Code section 56523 and California Code of Regulations, title 5, sections 3001, subdivisions (c), (d), (e), (f), and (aa), and 3052 as those sections read on or before July 1, 2008.

- B. CLAIMANTS certify that they have read the following provisions of California Civil Code section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

- C. CLAIMANTS understand and acknowledge that the significance and consequence of the waiver of California Civil Code section 1542 is that:
1. They may have additional claims arising or occurring up to the date of this Agreement of which they are not now aware;
  2. They may not make a further demand for any such claims;
  3. They may not receive any benefit(s) from any such claims; and
  4. They extend their waiver to include now unknown or later discovered claims.

V. Advice of Attorney

CLAIMANTS warrant and represent that they have been advised to seek legal advice from the attorney of their choice regarding the risks, complications, and costs of the Agreement.

CLAIMANTS acknowledge and represent either that they relied upon legal advice from their attorney in executing this Agreement or that they chose not to rely upon legal advice from their attorney in executing this Agreement. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement.

VI. Conditions of Execution

Each party acknowledges and warrants that the party's execution of this Agreement is free and voluntary.

VII. Execution of Other Documents

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

VIII. Nonadmission

Nothing contained in the Agreement constitutes an admission or concession, by any party, as to any matter of fact or law at issue in Sacramento Superior Court Case No. 03CS01432 and/or CSM-4464, and no party hereto shall deem or construe this Agreement, or any part thereof, to be any such admission or concession. Further, nothing in this Agreement may be deemed or construed to be, by any entity or person not a party hereto, as against any party hereto, or any agency thereof, any admission or concession as to any matter of fact or law at issue in Sacramento Superior Court Case No. 03CS01432 and/or CSM-4464.

IX. Entire Agreement

This Agreement and Exhibits A and B attached hereto contain the entire Agreement between the parties. A breach of any portion of this Agreement shall be considered a breach of the whole Agreement.

X. Effective Date

This Agreement shall be effective immediately upon execution by the parties. This Agreement has retroactive effect to the extent specified herein.

XII. Governing Law

This Agreement is entered into, and shall be construed and interpreted, in accordance with the laws of the State of California and the United States.

00334.00100/105941.1

XIII. Counterparts

This Agreement may be signed in counterparts, such that signatures appear on separate pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

For the State of California:

\_\_\_\_\_  
Michael C. Genest  
Director, Department of Finance

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen P. Acquisto  
Supervising Deputy Attorney General

Dated: \_\_\_\_\_

San Diego Unified School District

By \_\_\_\_\_  
Terry Grier, Superintendent

Dated: \_\_\_\_\_

Butte County Office of Education

By \_\_\_\_\_  
Roy L. Applegate, Ed.D., SELPA Director

Dated: \_\_\_\_\_

San Joaquin County Office of Education

By \_\_\_\_\_  
Santee Kludt, Ed.D., Assistant Superintendent of  
Special Education/SELPA Director

Dated: \_\_\_\_\_

Approved as to form:

Fagen Friedman & Fulfrost

\_\_\_\_\_  
Diana McDonough, Of Counsel  
Attorneys for San Diego Unified School District,  
Butte County Office of Education, San Joaquin County  
Office of Education and Interested Party  
CSBA's Education Legal Alliance

Dated: \_\_\_\_\_

00334.00100/105941

## 6. EDUCATIONAL ADMINISTRATION

### 6.3 Approval of Contract with the San Joaquin County Office of Education for Use of the Special Education Information System (SEIS) (Goal #3)

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**BACKGROUND INFORMATION:** California Education Code provides the statutory authority to the California Department of Education (CDE) to collect special education data, at least annually, in a form and manner determined by the State Superintendent of Public Instruction. The CDE, under this authority, has made the decision to collect student level data electronically twice a year. The federal Individuals with Disabilities Education Improvement Act (IDEA) of 2004 also requires that each state education agency collect statistical and programmatic information on students enrolled in special education in order to apply for federal funds.

The Local Education Agencies (LEAs) report the data to the CDE through the CASEMIS software package. With this software, Sierra Sands special education teachers produce a student's Independent Education Program (IEP) on a computer-generated SELPA form. After the IEP meeting has been held, the SELPA staff member enters the data fields for each individual student's IEP on a personal computer. The SELPA has contracted with a consultant who extracts the data, checks it for reporting errors, sends it back to the SELPA for corrections, and then uploads the data into the CDE system. SELPAs are held accountable to the CDE for accurate and timely CASEMIS reports.

**CURRENT CONSIDERATIONS:** On December 16, 2008, several members of the SELPA staff and representatives from the district's technology department attended a presentation on the Special Education Information System (SEIS) given by representatives from the San Joaquin County Center for Educational Development and Research (CEDR) System, a non-profit department of the San Joaquin County Office of Education, not a private vendor.

SEIS is a web-based IEP and data management tool. It was originally created to make IEPs easier for teachers to complete and track. Additional functions were added to include the ability to generate the data required by the CDE in the CASEMIS report.

Some of the key features in SEIS include:

- **Automation:** Once the information is entered into the data base, it can be used in other formats such as IEP notifications, state-required reports, and customized reports.
- **Simplicity:** IEPs are more easily revised, are clearer and easier to read, and well-organized. Redundant information is entered only once, decreasing preparation time. Pull/drop-down menus, radio buttons, and check boxes increase accuracy of coded items.

- **CASEMIS Preparation:** Because CASEMIS information is required on the IEP, SEIS automatically ties CASEMIS codes to the information entered by the teachers. SEIS has a CASEMIS error checking component that validates the information before completing the IEP process.
- **Goal Banks:** There is an IEP-linked library of standards-based essential goals and objectives available to the special education teachers. Teacher can select goals and objectives from the library or create their own unique goals and objectives library. Selected goals and objectives will automatically copy onto the IEP.
- **Data Centralization and Transferability:** Demographic and IEP information follows the student from teacher to teacher, site to site, district to district, and SELPA to SELPA within participating SELPAs.

The information in the SEIS system can be uploaded into the district's student data base (Aeries), thus eliminating the need for redundant data entry.

Contracting with the San Joaquin County Office of Education for use of the SEIS system will allow the staff of Sierra Sands to manage special education student data in a more efficient manner.

**FINANCIAL IMPLICATIONS:** The cost of the first year of implementation of the SEIS system is \$19,727. The annual fee in subsequent years is \$7,891. The contract will be paid with special education funds. The current contract for management of the CASMIS data is \$32,000. Savings for the first year of implementation would be \$12,273.00 and for subsequent years, \$24,109.00.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the Board of Education approve the contract with the San Joaquin County Office of Education for use of the SEIS system as presented.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
**SPECIAL EDUCATION INFORMATION SYSTEM**  
**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into this 6th day of January, 2009, by and between the San Joaquin County Office of Education, a county office of education of the state of California, (hereinafter “Provider”) and the Sierra Sands Special Education Local Plan Area (hereinafter “Customer”), a special education local plan area of the state of California.

**INTRODUCTION**

**WHEREAS**, the Provider is the creator and owner of a web-based suite of tools, known as the Special Education Information System (hereinafter “SEIS”), for use by special education programs in formulating, updating, tracking, storing and reporting on student data and Individualized Education Plans (“IEP’s”).

**WHEREAS**, Customer is interested in contracting with Provider in order to use SEIS in Customer’s region.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

1.1 “Administrative Contact” means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.2 “Agreement” means this License Agreement.

1.3 “Authorized User” means the individual(s) authorized to access SEIS on behalf of the Customer according to the terms of this Agreement.

1.4 “Customer Data” means documents, information and data submitted to Provider by Customer for processing through SEIS and/or documents, information and data input or maintained in SEIS by Customer.

1.5 “Effective Date” means the date set forth above, provided that this Agreement is fully executed by both the Provider and the Customer.

1.6 “IEP” means a special education student’s Individualized Education Plan, Individual Service Plan, or Individual Infant Service Plan.

1.7 “Password” means the License code provided to Customer’s Authorized Users to enable access to SEIS.

1.8 “Personal User Identification” means the identification code given to Customer’s

Authorized Users.

1.9 “SEIS” means the Special Education Information System as more fully described in Appendix “A” which is hereby incorporated by reference as if fully set out herein.

1.10 “SEIS Component” means a component part of SEIS designed to perform a particular function as more fully described in Appendix “A.”

1.11 “SELPA” means Customer’s Special Education Local Plan Area.

1.12 “System Launch Date” means the earlier of: a) the date the SEIS system is ready for use by Customer at the conclusion of training as described in Section 2.3 of this Agreement; or b) ninety (90) days after the Effective Date.

1.13 “Training Unit” means one day of training, Administrator or Teacher, whether it is one single all day session or two half day sessions.

## **ARTICLE II SEIS SERVICES**

2.1 Commencing on the Effective Date, Customer shall have the nonexclusive right, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer’s Authorized Users to obtain access to and use SEIS at [www.seis.org](http://www.seis.org).

2.2 SEIS is a full-featured, multi-leveled system for managing IEPs consisting of the following SEIS Components as more fully described in Appendix “A”:

- (a) IEP Creation/Update Component
- (b) Goals/Objectives Library Component
- (c) IEP Team/Student Assignment Component
- (d) CASEMIS and Custom Reports Component
- (e) Records Retention and Archiving Component

2.3 Implementation Steps: The following steps will be undertaken to implement use of SEIS by the Customer after the Effective Date of this Agreement.

(a) Customer Data Submission and Loading: Customer submits to Provider the Customer Data for loading which meets the SEIS data structure specifications requested by Provider. Provider loads Customer Data elements into SEIS as follows:

- (1) Loading of Authorized Users
- (2) Loading of School Districts
- (3) Loading of Schools

(4) Loading of Student demographic and CASEMIS data and Student/Teacher Assignments, if applicable.

Note: Any School District data and/or School data submitted to Provider for loading which does not meet the data-structure specifications requested by Provider may be subject to a new Agreement. Loading of any additional Student Data other than what is provided on the CASEMIS, may also be subject to a new Agreement if it does not meet the Provider's data-structure specifications.

(b) Training as more fully described in Appendix "B."

(1) Administrative Level Training.

(2) Teacher Training (Direct or Training of Trainers).

Administrator Level Training will be scheduled by the SELPA at least one (1) week prior to the launch of the system. Administrator Level Training sessions last approximately four to five hours and will be conducted in a computer lab setting with groups of 20 to 25 users. Administrator Level Training must be completed prior to Teacher Training. Under this Agreement, Provider will provide six (6) Training Units. If the number of total users (combined Administrators and Teachers) in the SELPA, exceeds the total number that can be trained in the six (6) Training Units, then Provider will implement a "Training of Trainers" model. Trainings for additional staff will be handled using a live Training of Trainers model combined with recorded training videos. Training videos will also be 'rolled-out' along with any new major change or feature in the system.

(c) System Launch Date.

## 2.4 Hosting, Enhancement And Maintenance.

(a) SEIS will be hosted for the Customer for a period of thirty six (36) months commencing with the System Launch Date.

(b) Customer shall select a set of IEP form which currently exists in SEIS for use by all users. If the Customer wants changes to any of the existing forms and/or additional forms, the forms can be customized for the Customer at a programming fee of \$2,000.00 per page and will be subject to a separate Agreement. Customizing of forms will result in a 6% increase of the annual maintenance fee per form, and is not to exceed 30%. SELPAs can choose to add any forms currently available in the system for no extra charge for programming or maintenance fee increases, as long as the forms are used as-is with no changes. Refer to Appendix "C" for a listing of optional services and associated charges, which can be selected by customer and added to this Agreement by amendment as agreed to in writing by both Provider and customer.

(c) Help Desk Services: Both telephone and online Help Desk service will be

provided for the duration of this Agreement. Help Desk hours are Monday through Friday 8:00 a.m. through 5:00 p.m., excluding Provider's holidays. During these hours, Provider shall endeavor to respond to Help Desk inquiries within 24 hours of receipt (weekends and holidays excluded).

(d) It is anticipated that enhancements to SEIS will be ongoing.

2.5 It is understood and agreed that maintenance may be required from time to time and Provider will endeavor to provide Customer with reasonable prior notice of such maintenance by posting such notice on the home page of SEIS. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customers.

### **ARTICLE III LICENSE FEE AND PAYMENT TERMS**

3.1 **License Fee:** In consideration for the License of SEIS as provided herein, Customer agrees to pay Provider the License Fees based on a current year SELPA December 1 Count as reported to the state and specified below. In the event the Customer's most recent SELPA December 1 Count is greater than 999; the following fees shall be revised according to the Provider's then, current Fee Schedule:

(a) Year One License Fee and Set-up Fee: Nineteen Thousand, Seven Hundred, Twenty-Seven Dollars (\$19,727)

(b) Year Two License Fee: Seven Thousand, Eight Hundred, Ninety-One Dollars (\$7,891)

(c) Year Three License Fee: Seven Thousand, Eight Hundred, Ninety-One Dollars (\$7,891)

3.2 **Payment Terms:**

(a) Year One License Fee And Set-up Fee: Customer shall be invoiced the earlier of: 1) Provider's initial receipt of Customer Data; or 2) the end of the fiscal year during which the Effective Date of this License occurred.

(b) Year Two License Fee: Customer shall be invoiced twelve (12) months after the Year One License Fee and Set Up Fee invoice date.

(c) Year Three License Fee: Customer shall be invoiced twenty four (24) months after the Year One License Fee and Set Up Fee invoice date.

(d) Customer shall remit payment to Provider within thirty (30) calendar days of Customer's receipt of invoices.

3.3 **Cost Recovery:**

(a) Provider, as a County Office of Education, is a public entity and hence, bills Customers on a cost recovery basis. In order to ensure that Customer charges keep pace with Provider's actual costs, License fees are reviewed and re-negotiated on a three-year cycle.

(b) The current SEIS Fee Schedule is attached hereto as Appendix "C."

#### **ARTICLE IV TERM AND TERMINATION**

4.1 This Agreement shall be in effect between the Provider and the Customer beginning with the Effective Date and terminating 36 months from the System Launch Date.

4.2 Either Provider or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid License Fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, Provider shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

4.3 The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

#### **ARTICLE V CONTENT AND USE OF SEIS**

5.1 The Customer shall have the right to provide Customer Data to Provider for inclusion in SEIS as follows:

(a) Customer is authorized to submit Customer Data to SEIS. By submission of Customer Data to Provider, Customer grants Provider a nonexclusive, royalty-free license to include the Customer Data in Provider's SEIS for use by Customer's Authorized Users of SEIS, with such use to include, but not be limited to copying, displaying, modifying, and preparation of reports under the terms and conditions of this Agreement.

(b) Customer hereby warrants and represents that such Customer Data does not violate any intellectual property rights or privacy rights of third parties. Customer hereby agrees to indemnify, defend and hold harmless Provider from any and all liability associated with Provider's inclusion of Customer Data in SEIS. Customer further assumes sole responsibility for compliance with all intellectual property and privacy laws by any Authorized Users of the customer.

5.2 Customer shall have the right to possession of its Customer Data at all times during the term of this Agreement and immediately on the termination of this Agreement.

**ARTICLE VI  
PROVIDER'S PROPRIETARY RIGHTS IN  
SEIS/NONDISCLOSURE**

6.1 Customer acknowledges that SEIS is the property of the Provider and that the value of SEIS is in part determined by the Provider's ability to limit access to and use of SEIS.

6.2 With the exception of Non-public agencies and/or service providers in which the Customer's students are placed, the Customer agrees not to disclose or make available to any third party any of Provider's proprietary property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of SEIS, knowledge of operating methods, Passwords, Personal User Identification, and the names and designations of any equipment comprising the system.

6.3 To further protect the Provider's Proprietary Rights in SEIS, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement and require each Authorized User to maintain those obligations.

6.4 SEIS and all supporting documentation shall remain the property of the Provider.

**ARTICLE VII  
PROTECTION OF PRIVATE CUSTOMER DATA**

7.1 Customer and Provider recognize that some Customer Data relates to pupils in the SELPA and are confidential pursuant to relevant federal and state law, including but not limited to 20 USC section 1232(g) and Education Code sections 49060, *et seq.* Both Customer and Provider certify they will each abide by all applicable state and federal laws concerning confidential student records.

7.2 Customer shall inform each Authorized User of the need to protect Customer Data containing private student information. Customer agrees not to disclose or make available to any third party any private student information to which Customer's Authorized users are granted access pursuant to this Agreement.

7.3 To further protect Customer Data, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS, of the obligations of Customer under this Agreement, and require each Authorized User to maintain those obligations.

7.4 Customer Data shall remain the property of Customer.

7.5 Provider will use its best effort to protect Customer Data from changes or physical loss or destruction through the operation of its computer system or by its personnel. "Best efforts" shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

**ARTICLE VIII  
PERSONAL USER IDENTIFICATION AND PASSWORD PROVIDED**

8.1 Customer's Authorized Users shall gain access to SEIS via the Internet through the Authorized Users' Personal User Identification and Password.

8.2 Immediately following the initial data loading of Authorized Users, Customer shall assume sole responsibility for the management of Personal User Identification and Passwords for all Customers' Authorized Users. The Customers' Administrative Contact, or designee at either the SELPA or school district level, shall be responsible for ensuring that Personal User Identification and Passwords are provided only to Authorized Users and for managing, disabling or authorizing new Authorized Users Personal User Identification and Passwords.

**ARTICLE IX  
PASSWORD USE AND SECURITY**

9.1 Customer agrees to assume sole responsibility for the security of the Passwords issued to it. Customer is solely responsible for disabling lost or stolen Passwords and Personal User Identification and for disabling user accounts that are no longer active.

**ARTICLE X  
LIABILITY FOR FAILURES OR DELAYS**

10.1 Customer agrees that Provider shall not be liable for any delays or failures in performance or for any interruption of Provider's service and further agrees to indemnify and hold Provider harmless from any loss or claims or loss arising out of the use of Provider's service or any materials provided under this Agreement.

**ARTICLE XI  
WARRANTY DISCLAIMER**

**11.1 PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PROVIDER ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY PROVIDER. CUSTOMER AGREES THAT PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.**

**ARTICLE XII  
DEFAULT**

12.1 Events Of Default. This Agreement may be terminated by the nondefaulting party if any of the following events occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

12.2 Obligations On Termination By Default. Within ten (10) days after termination of this Agreement, Customer shall cease and desist use of SEIS. Provider reserves the right to disable any and all Passwords issued to Customer upon Customer's default herein.

**ARTICLE XIII  
NOTICES**

13.1 All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other address as the party to receive the notice so designates by written notice to the other party.

**Provider**

Name: San Joaquin County Office  
of Education

Attn: Rick Cornish, Director Center  
For Educational Development  
And Research

Address: 2901 Arch-Airport Road  
P.O. Box 213030  
Stockton, CA 95215

Phone: (209) 468-5924  
Fax: (209) 468-9235

**Customer**

Name: Sierra Sands SELPA

Attn: Elaine Littleton  
Executive Director

Address: 113 Felspar  
Ridgecrest, CA 93555

Phone: (760) 374-8736  
Fax: (760) 446-8074

**ARTICLE XIV  
GOVERNING LAW, JURISDICTION AND VENUE**

14.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of California.

14.2 The California state court, County of San Joaquin, shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Customer hereby consents to the jurisdiction of such courts.

**ARTICLE XV  
SEVERABILITY**

15.1 If any provisions of this Agreement shall be held to be invalid, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

**ARTICLE XVI  
NONASSIGNABILITY**

16.1 This Agreement and the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

**ARTICLE XVII  
ENTIRE AGREEMENT**

17.1 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein.

**ARTICLE XVIII  
MODIFICATIONS**

18.1 This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representatives.

**ARTICLE XIX  
NONWAIVER OF RIGHTS**

19.1 Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or

partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

**Provider**

**Customer**

San Joaquin County Office of Education

Sierra Sands SELPA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rick Cornish

Name: Elaine Littleton

Title: Director, CEDR

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX "A"

### SAN JOAQUIN COUNTY OFFICE OF EDUCATION

#### SPECIAL EDUCATION INFORMATION SYSTEM

#### DESCRIPTION

SEIS was initially created by the Provider and the San Joaquin SELPA, to make IEPs easier for teachers to complete and track using a web-based system. Gradually, additional functions were added, including an MIS (CASEMIS) utility, the ACSA/CARS+ and SEACO standards-based goals banks, and report generator utilities. Since its launch in 2003, SEIS has proven to be an effective tool for both teachers and administrators in over fifty SELPAs around the state. Some key features in SEIS include:

*Automation* -- Information can be used in other formats such as IEP notifications, state-required reports, and customized report.

*Simplicity* -- IEPs are more easily revised, are clearer and easier to read, and well organized; redundant information can be entered only once, decreasing preparation time; pull/drop-down menus, radio buttons, and check boxes increase accuracy of coded items.

*CASEMIS Preparations* -- Because CASEMIS information is required on the IEP, the Provider automatically ties CASMIS code to the information inputted by the teachers and service providers. Furthermore, the Provider incorporates as CASEMIS error checking component that validates the information before completing the IEP process. This process has completely automates the preparation of CASEMIS data, because the CASEMIS error is caught at the point of initial input. Also, prior to reporting time, SEIS will flag all student records where CASEMIS errors are identified and link directly to those errors to streamline the correction of errors.

*Goal Banks* -- There is an easily-accessible and IEP-linked library of standards-based essential goals and objectives (benchmarks). Through an agreement with ACSA/CARS+ and SEACO we are able to add the latest generation of their work to SEIS, which includes LSH and transition resources. Teachers have a choice of selecting standards-based goals and objectives from the ACSA/CARS+ library, the SEACO goal bank, the BASICS goal bank, or creating their own unique goals and objectives library or accessing goals and objectives created by other special education staff within the SELPA or across the state. The linked goal library allows Teacher to search any of the above listed goal banks select a goal and any number of objectives. With a single click, these goals and objectives will automatically copy onto the IEP and can be customized and saved into the Teacher's individual goal bank.

*Data Centralization and Transferability* -- Demographic and IEP information follows the student from teacher to teacher, site to site, district to district, and SELPA to SELPA within participating SELPAs; Student transfers are instant and IEP history can be viewed ensuring continuity of the educational plans for students. For example, when a new student enters into a SELPA the system requires the user to search the entire state-wide SEIS database before adding a new record. If the student appears in another SELPA, a link is available to request a transfer. The user can click the Request Transfer link and a notification will be sent to the student's current SELPA, informing them of the transfer request and they can process the transfer in minutes. Once the request is processed, the new SELPA has access to that student's entire IEP history, service, service provider history, eligibility status history, etc.

## APPENDIX "B"

### SAN JOAQUIN COUNTY OFFICE OF EDUCATION

#### SPECIAL EDUCATION INFORMATION SYSTEM

#### TRAINING DETAILS AND GUIDELINES

Duties which must be completed by Administrative Staff before the teachers can be trained will vary depending on the completeness of the data supplied by the Customer. These will include, but are not necessarily limited to, selecting Case Managers for all students, making all student-teacher assignments, correcting caseloads that have become outdated since the date of the data gathering and any additional updating of student records.

Customer must allow no less that one week, and more as needed, for these tasks to be completed by the new Admin Level Users before Teacher trainings will be held.

The Provider will make every effort to verify the validity of data, but is not responsible for the accuracy of data supplied by the Customer.

IEP forms must be decided upon no less than one week before Administrative Staff trainings if the forms are already available in SEIS. The readiness of custom forms for trainings will depend on programmer availability the amount of time between the Providers receipt of the forms and the training date. In the event of late delivery of custom forms, the Provider cannot guarantee that custom forms will be completed before teacher training.

The Provider will train up to six (6) Training Units. A Training Unit (as defined in Section 1.13) is one day of training, Administrator or Teacher, whether it is one single all day session or two half day sessions. Ratio of Admin-Teacher Level Users/Teacher Trainers will be agreed upon in advanced between the Provider and the Customer.

Additional trainings must be agreed upon by the Customer and the Provider and may be arranged if scheduling permits. In some cases, additional trainings may be subject of a separate Agreement. The Provider will make this determination on a case-by-case basis, based on the time, expenses, and resource required.

APPENDIX "C"

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

SPECIAL EDUCATION INFORMATION SYSTEM

FEE SCHEDULE

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July 2008 through June 2009

<b>SELPA SIZE</b> <b>(Special Ed. Students)</b>	<b>SET UP/FIRST YEAR OPERATION</b>	<b>ANNUAL FEE IN SUBSEQUENT YEARS</b>
0-999	\$19,727	\$7,891
1000-2,999	\$28,181	\$11,272
3000-4999	\$39,453	\$15,781
5000-6,999	\$46,805	\$18,722
7000-8999	\$56,362	\$22,545
9000-10,999	\$69,839	\$27,936
11000-14,999	\$78,906	\$31,562
15000-24,999	\$90,178	\$36,071
25,000-32,999	\$107,087	\$42,835

**Important Note**

DRDP Component: .25 Cents per Special Education Student Count

IFSP Forms: .50 Cents per Special Education Student Count

Fees assume use of the system as it currently exists, as well as use of any combination of forms already existing in SEIS. Fees for re-design of system components/functionality, and/or for creation and use of custom forms, will be calculated on a cost reimbursement basis and subject to another Agreement. Creation and use of custom components/functionality and/or custom forms will result in an increase of annual maintenance fees.

## **1.2 BACKGROUND INFORMATION**

The Provider/Biller agrees to provide the Department with the above information requested in order to verify qualifications to act as a Medi-Cal electronic Biller.

## **2.0 DEFINITIONS**

The terms used in this agreement shall have their ordinary meaning, except those terms defined in regulations, Title 22, California Code of Regulations, Section 51502.1, shall have the meaning ascribed to them by that regulation as from time to time amended. The term "electronic" or "electronically," when used to describe a form of claims submission, shall mean any claim submitted through any electronic means such as: magnetic tape or modem communications.

## **3.0 CLAIMS ACCEPTANCE AND PROCESSING**

The Department agrees to accept from the enrolled Provider/Biller, electronic claims submitted to the Medi-Cal fiscal intermediary in accordance with the Medi-Cal provider manuals. The Provider hereby acknowledges that he has received, read, and understands the provider manual and its contents, and agrees to read and comply with all provider manual updates and provider bulletins relating to electronic billing.

## **3.1 CLAIMS CERTIFICATION**

The Provider agrees and shall certify under penalty of perjury that all claims for services submitted electronically have been personally provided to the patient by the Provider or under his direction by another person eligible under the Medi-Cal Program to provide to such services, and such person(s) are designated on the claim. The services were, to the best of the Provider's knowledge, medically indicated and necessary to the health of the patient. The Provider shall also certify that all information submitted electronically is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and that any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider/Biller agrees to keep for a minimum period of three years from the date of service an electronic archive of all records necessary to fully disclose the extent of services furnished to the patient. A printed representation of those records shall be produced upon request of the Department during that period of time. The Provider/Biller agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California to the California Department of HealthCare Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services; or their duly authorized representatives. The Provider also agrees that medical care services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability. The Provider/Biller agrees that using his Medi-Cal Submitter ID plus DHCS-issued password when submitting an electronic claim will identify the submitter and shall serve as acceptance to the terms and conditions of the Department's Telecommunications Provider and Biller Application/Agreement (DHCS 6153), paragraph 3.0. The Provider/Biller further acknowledges the necessity of maintaining the privacy of the DHCS-issued password and agrees to bear full responsibility for use or misuse of the Medi-Cal Submitter ID and password should privacy not be maintained.

## **3.2 VERIFICATION OF CLAIMS WITH SOURCE DOCUMENTS**

Regardless of whether the Provider employs a Biller, the Provider agrees to retain personal responsibility for the development, transcription, data entry, and transmittal of all claim information for payment. This includes usual and customary charges for services rendered. The Provider shall also assume personal responsibility for verification of submitted claims with source documents. The Provider/Biller agrees that no claim shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate suspension of electronic billing privileges.

## **3.3 ACCURACY AND CORRECTION OF CLAIMS OR PAYMENTS**

The Provider agrees to be responsible for the review and verification of the accuracy of claims payment information promptly upon the receipt of any payment. The Provider agrees to seek correction of any claim errors through the appropriate processes as designated by the Department or its fiscal intermediary including, but not limited to, the process set out in Title 22, California Code of Regulations, Section 51015 and, as from time to time amended. The Provider/Biller acknowledges that anyone who misrepresents or falsifies or causes to be misrepresented (or falsified) any records or other information relating to that claim may be subject to legal action, including, but not limited to, criminal prosecution, action for civil money penalties, administrative action to recover the funds, and decertification of the Provider/Biller from participation in the Medi-Cal program and/or electronic billing.

## **4.0 CHANGE IN ELECTRONIC BILLING STATUS**

The Provider/Biller and the Department agree that any changes in Provider/Biller status which might affect eligibility to participate in electronic billing pursuant to federal and state law shall be promptly communicated to each party.

## **5.0 PROVIDER/BILLER REVIEWS**

The Provider/Biller agrees that agents of the Department of Health Care Services, the Office of the State Controller, the Department of Justice, or any other authorized agent or representative of the State of California or any authorized representative of the U.S. Department of Health and Human Services may, from time to time, conduct such reviews as are necessary to ensure compliance with state and federal law and with this agreement. In particular, the Provider/Biller agrees to make available to such agent or representative all source documents necessary to verify the accuracy and completeness of claims submitted electronically.

## **5.1 NONEXCLUSIVE REVIEWS**

The Provider/Biller agrees that the review set out in paragraph 5.0 above is not exclusive but supplements any other form of audit or review the Provider/Biller may be subject to due to its status as a certified Provider/Biller of services under the Medi-Cal or Medicare programs.

## **6.0 EFFECTIVE DATE**

This agreement shall become effective upon approval of the Department.

## **6.1 TERMINATION**

The Department or Provider may terminate this agreement with or without cause by giving 30 days prior written notice of intent to terminate, and the Provider has no right to appeal such termination by the Department. The Department may, however, terminate this agreement immediately, pursuant to paragraph 6.2 upon determination that the Provider/Biller has failed or refused to produce or retain source documents in accordance with federal and state law or this agreement.

## **6.2 TERMINATION FOR CAUSE**

If the Provider/Biller is unable to produce source documents on request pursuant to paragraph 5.0, the Department may terminate this agreement immediately by directing its fiscal intermediary to cease payment of any and all electronic claims submitted by the Provider/Biller, including any claims in process on the date of such termination. The Provider/Biller has no right to appeal termination for cause pursuant to this subpart prior to the effective date of such termination. The Provider/Biller may appeal any grievance resulting from the termination in accordance with the procedure established by Title 22, California Code of Regulations, Section 51015, as from time to time amended. The Department may demand repayment of claims for which no source documents are produced, and the Provider/Biller shall have a right to appeal of such an overpayment finding to the extent provided by Section 14171 of the Welfare and Institutions Code and regulations promulgated pursuant thereto, and as from time to time amended.

## **6.3 EFFECT OF TERMINATION AND APPEAL**

On termination pursuant to paragraph 6.1 or 6.2, the Provider/Biller may submit hard copy claims.

## **7.0 AGREEMENT BETWEEN PROVIDER AND BILLER (IF OTHER THAN THE PROVIDER OF SERVICE)**

The Provider stipulates that any agreements with Billers to submit Medi-Cal electronic billings shall be in conformance with state law governing electronic claims submission, and shall contain provisions including, but not limited to, the following:

- a. The Provider shall specifically designate the Biller as the agent to the Provider for the purpose of preparation and submission of Medi-Cal claims by the Biller. As the Provider's agent, the Biller agrees to comply with all Medi-Cal requirements on recordmaking and retention as established by statute and regulation including, but not limited to, Welfare and Institutions Code, Sections 14124.1 and 14124 and Title 22, California Code of Regulations, Section 51476.
- b. Electronic billing for services rendered to Medi-Cal beneficiaries shall be prepared by the Biller solely from information supplied by the Provider. This information includes usual and customary charges for services rendered. A printed representation of source documents as defined in Title 22, California Code of Regulations, Section 51502.1 shall be kept, including all information transmitted as a claim by the Provider to the Biller electronically, or a period of at least three years from the date of claims submission.
- c. If a department audit is initiated, the Billing Service shall retain all original records described in paragraphs 3.2, 5.0, and 7.0(b) above until the audit is completed and every audit issue has been resolved, even if the retention period extends beyond three years from the date of the service of termination of financial relationship or longer period required by federal or state law.

- d. The parties shall agree that the Department may accept electronic billings prepared, certified, and submitted by the Biller on behalf of the Provider only as long as the agreement between the Provider and the Biller remains in existence and in effect.
- e. Both parties have a duty to notify the Department in writing immediately upon any change in or termination of their agreement.

**8.0 DECLARATION OF INTENT**

This agreement is not intended as a limitation on the duties of the parties under the Medi-Cal Act, but rather as a means of clarifying those duties as they relate to the Provider/Biller in its capacity as an authorized Provider/Biller for electronic billing.

**8.1 PROVIDER TO HOLD STATE OF CALIFORNIA HARMLESS**

The Provider agrees to hold the State of California harmless for any and all failures to perform by billing services, billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. The Provider explicitly agrees that the Provider is assuming any and all risks that accompany electronic billing and that the Provider is not relying upon the evaluation, if any, that the State has made of the electronic billing system, software, or Biller the Provider is using. Furthermore, the Provider acknowledges that if the electronic billing system, software, or Biller contracted with, is or has been listed as available in Medi-Cal bulletins, that such listing was not an endorsement by the State of California nor does it imply that the service, system, or software has met or is continuing to meet a standard of performance.

**9.0 CONFIDENTIALITY OF RECORD**

The Provider/Biller agrees to provide adequate precautions to protect the confidentiality of Medi-Cal beneficiary record and claims submission methods in accordance with statute or regulations Title 17, CCR, Section 6800, et seq. and/or 42 CFR, Part 400 and 440, Subpart B.

<b>PROVIDER SIGNATURE INFORMATION</b>		
Full printed name	Title	
Provider signature (original signature required; <i>DO NOT use black ink</i> )	Date	
<b>BILLING SERVICE SIGNATURE INFORMATION (complete only if "Biller Information" is completed on page 1 of 4)</b>		
Full printed name	Title	
Owner or Corporate Officer signature (original signature required; <i>DO NOT use black ink</i> )	Date	

Return Application/Agreement to: EDS Corporation  
 CMC Unit  
 P.O. Box 15508  
 Sacramento, CA 95852-1508

**Privacy Statement (Civil Code Section 1798 et seq.)**

*The information requested on this form is required by the Department of Health Care Services for purposes of identification and document processing. Furnishing the information requested on this form is mandatory. Failure to provide the mandatory information may result in your request being delayed or not be processed.*

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Adoption of Revisions to BP 5131, Conduct, with Regard to Cell Phone Use (Goal #1, #3)

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**BACKGROUND INFORMATION:** A revision to BP 5131, Conduct, with regard to the use of cell phones, was presented to the board at the regular meeting of January 15, 2009. The proposed revision is being brought back to the board at this time for a second reading and adoption.

Current board policy states that students in grades 6-12 may possess and use electronic communication devices on school property and at school sponsored activities subject to the following:

1. All electronic communication devices must be turned off during the official instructional day as established by the school administration. These devices may be used before and after the official instructional day.
2. It is the student's responsibility to ensure that their devices are turned off and secured at all times.

The current policy also allows students to use electronic signaling devices if it is determined by a licensed physician to be essential for the student's health and use is limited to health-related purposes.

**CURRENT CONSIDERATIONS:** At the request of the Burroughs High School administration and following cabinet level discussions with secondary administrators and staff, it is recommended that BP 5153 be revised to allow students in grades 9-12 to also use electronic communication devices during the school's scheduled lunch period. Staff cites the following issues supporting this revision:

1. The prohibition of cell phone use during the lunch period is logistically impractical to enforce.
2. Faculty and staff have increasingly expressed support of cell phone use during the lunch period as a more realistic and enforceable approach to the issue.
3. Burroughs High School has an "open campus" at lunch, which seems to support an "open policy" for personal cell phone use.
4. The use of cell phones over the years has evolved into a personal device that is culturally prevalent. In other words, parents expect that their student/child will be available to them by electronic voice or text communication.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the proposed revision to BP 5131, Conduct, with regard to student cell phone use during the lunch hour, be adopted as presented.

**Students**

**CONDUCT**

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds and at school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards their teachers, other staff, students and volunteers.

*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5137 - Positive School Climate)*

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations.

Students and parents/guardians shall be notified of district and school rules related to conduct and shall receive regular instruction regarding these rules. In addition, parents/guardians and students may be provided information about early warning signs of harassing/intimidating behaviors as well as prevention and intervention strategies.

Prohibited student conduct includes but is not limited to:

1. Behavior that endangers staff and/or students

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5136 - Gangs)*  
*(cf. 5142 - Safety)*

2. Behavior that disrupts the orderly classroom or school environment

*(cf. 5131.4 - Campus Disturbances)*

**CONDUCT** (continued)

3. Harassment of students or staff, including bullying, intimidation, hazing, or any other verbal, written or physical conduct that causes or threatens to cause bodily harm or emotional suffering

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

4. Damage to or theft of property belonging to the district, staff or students

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

*(cf. 5131.5 - Vandalism, Theft and Graffiti)*

5. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose, including employment (Penal Code 417.27)

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

6. Profane, vulgar or abusive language

*(cf. 5145.2 - Freedom of Speech/Expression)*

7. Plagiarism or dishonesty in school work or on tests

*(cf. 5131.9 - Academic Honesty)*

*(cf. 6162.54 - Test Integrity/ Test Preparation)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

*(cf. 6163.4 - Student Use of Technology)*

8. Inappropriate dress

*(cf. 5132 - Dress and Grooming)*

9. Tardiness and unexcused absence from school

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Truancy)*

**CONDUCT** (continued)

10. Failure to remain on school premises in accordance with school rules

*(cf. 5112.5 - Open/Closed Campus)*

**Possession of Cellular Phones and Other Electronic Signaling Devices**

Students in grades K-5 may not possess or use electronic communication devices except at the discretion of the principal.

Students in grades 6-12 may possess and use electronic communication devices on school property and at school-sponsored activities subject to the following:

1. All electronic communication devices must be turned off during the official instructional day as established by the school administration. These devices may be used before and after the official instructional day. ***Students in grades 9 – 12 may also use electronic communication devices during the school’s scheduled lunch period.***
2. It is the student’s responsibility to ensure that their devices are turned off and secured at all times.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health-related purposes. If a student wishes to use an electronic communication device at an unauthorized time for medical purposes, his/her parent or guardian must submit a written request for permission to the school principal or designee to determine the validity of the request.

*(Education Code 48901.5)*

The district is not responsible for lost, stolen, or damaged electronic communication devices or any charges incurred as a result.

**CONDUCT** (continued)

**Enforcement of Standards**

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline, including but not limited to suspension, expulsion or transfer to alternative programs in accordance with Board policy and administrative regulation. In addition, when the conduct involves intimidation, harassment, or other endangerment of a student or employee, the Superintendent or designee shall provide appropriate assistance as necessary for the victim and the offender or make appropriate referrals for such assistance.

*(cf. 1020 - Youth Services)*

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

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/ Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/ Due Process (Students with Disabilities))*

*(cf. 6020 - Parent Involvement)*

*(cf. 6164.2 - Guidance/ Counseling Services)*

*(cf. 6182 - Opportunity School/ Class/ Program)*

*(cf. 6184 - Continuation Education)*

*(cf. 6185 - Community Day School)*

*Legal Reference: (see next page)*

**CONDUCT** (continued)

*EDUCATION CODE*

*35181 Governing board policy on responsibilities of students*

*35291-35291.5 Rules*

*44807 Duty concerning conduct of students*

*48900-48925 Suspension or expulsion*

*48908 Duties of students*

*CIVIL CODE*

*1714.1 Liability of parents and guardians for willful misconduct of minor*

*PENAL CODE*

*417.25-417.27 Laser scope*

*CODE OF REGULATIONS, TITLE 5*

*300-307 Duties of pupils*

*UNITED STATES CODE, TITLE 42*

*2000h-2000h6 Title IX, 1972 Education Act Amendments*

*Management Resources:*

*CSBA PUBLICATIONS*

*Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999*

*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*

*Preventing Bullying: A Manual for Schools and Communities, 1998*

*WEB SITES*

*CDE, Safe Schools and Violence Prevention Office:*

*<http://www.cde.ca.gov/spbranch/safety>*

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

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

Masami Burgner\*\*\*  
Psychologist – Pupil Support Services  
Effective 6-6-09

Ron Carter\*\*\*  
Las Flores School Principal  
Effective 6-30-09

Donald Crouse\*\*\*  
Athletic Director – Burroughs High School  
Effective 6-5-09

Margaret DuBoise\*\*\*  
Special Education Program Specialist  
Effective 7-1-09

Marla Erwin  
Resource Specialist – Burroughs  
Effective 1-16-09

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Spencer Richards  
Resource Specialist – Burroughs  
Effective 1-20-09

Substitute Teachers for 08-09 year  
Paula Herr

8.24 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Joretta Adams\*\*\*  
8 hr. Transportation Monitor – Transportation  
Effective 07-31-09

Robert England  
8 hr. Warehouse Worker – Warehouse  
Effective 02-01-09

Irene Rizzardini\*\*\*  
5½ hr. Paraprofessional – Gateway Elementary  
Effective 06-30-09

Michelle Runnells  
1½ hr. Noon Duty Supervisor – Gateway Elementary  
Effective 02-12-09

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Tamara Belter  
8 hr. Account Clerk III – Business Office  
Effective 01-20-09

Classified Substitutes for the 2008-2009 School Year

Robert Edwards  
Linda Gottdank  
David Park

Student Workability Workers for the 2008-2009 School Year

Ralph McGowen IV  
Lindsay Suttles

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (continued)

8.24 CHANGE OF STATUS

Danielle Chieze

From: 5½ hr. Paraprofessional – Burroughs High School

To: 2 hr. Custodian – ASES/Pierce

Effective 01-14-09

Rebecca Jarrett

From: 1½ hr. Food Service Assistant I – Gateway Elementary

And 3½ hr. Food Service Assistant I – Gateway Elementary

To: 1½ hr. Food Service Assistant I – Faller Elementary

And 5 hr. Food Service Assistant I – Faller Elementary

Effective 02-02-09

Patrick Mgebhoff

From: 8 hr. Custodian – Burroughs High School

To: 8 hr. Custodian – Faller Elementary

Effective 01-26-09

8. PERSONNEL ADMINISTRATION

8.3 Adoption of Resolution #24 0809, Authorization to Reassign Certificated Administrators to Other Administrative Positions for the 2009-10 School Year

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BACKGROUND INFORMATION: California Education Code Section 44951 sets forth the process by which a certificated administrator can be reassigned to a different administrative position.

CURRENT CONSIDERATIONS: Resolution #24 0809, Reassignment of Certificated Administrators to Other Administrative Positions, gives the superintendent some flexibility, when and if it is necessary, to assign administrators to other administrative positions for the 2009-10 school year. The process set forth in Education Code 44951 would be followed if the superintendent determines that certificated administrative reassignments are necessary.

FINANCIAL IMPLICATIONS: The financial impact will be dependent upon where reassignments are made. If reassignments are made, the financial impact is expected to be minimal.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #23 0809, Reassignment of Certificated Administrators to Other Administrative Positions, as presented.

BEFORE THE BOARD OF EDUCATION OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
County of Kern, State of California

RESOLUTION #24 0809

RE: REASSIGNMENT OF CERTIFICATED ADMINISTRATORS TO OTHER ADMINISTRATIVE POSITIONS

**BE IT RESOLVED** by the Governing Board of the Sierra Sands Unified School District, that the below listed certificated administrators may be reassigned from their current administrative positions to other administrative positions to be determined by the District Superintendent.

<u>NAME</u>	<u>POSITION</u>
Michelle Acosta	Coordinator Pupil Services, Pupil Support Services
Bryan Auld	Assistant Principal, Burroughs High School
Pamela Barnes	Principal, Pierce Elementary School
Ernest Bell	Assistant Superintendent, Human Resources
Nikki Blackburn	Dean of Students, Burroughs High School
Melissa Christman	Principal, Faller Elementary School
Virginia Cornell	Principal, Inyokern Elementary School
Lisa Decker	Principal, Gateway Elementary School
Beverly Estis	Principal, Richmond Elementary School
Clara Finneran	Principal, James Monroe Middle School
Laura Hickie	Coordinator, Special Projects & Technology
Chad Houck	Assistant Principal, Burroughs High School
Bonnie Kaufman	Assistant Principal, James Monroe Middle School
Shirley Kennedy	Assistant Superintendent, Curriculum & Instruction
Ingrid Larsen	Principal, Alternative Education
Elaine Littleton	Executive Director, SELPA
David Ostash	Principal, Burroughs High School
Joan Paine	Assistant Principal, Murray Middle School
Kirsti Smith	Principal, Murray Middle School

**BE IT FURTHER RESOLVED** that the Superintendent of Sierra Sands Unified School District shall forthwith give said employees the required legal notice.

**IT IS HEREBY CERTIFIED** that the foregoing resolution was duly passed and adopted at the February 5, 2009 regular meeting of the Governing Board of the Sierra Sands Unified School District.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Michael Scott, Board President

\_\_\_\_\_  
Kurt Rockwell, Vice President/Clerk

8. PERSONNEL ADMINISTRATION

8.4 Adoption of Resolution #25 0809, Reduction in Classified Service

BACKGROUND INFORMATION: California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to layoff classified employees due to a lack of work and/or lack of funds upon forty-five (45) days prior notice.

CURRENT CONSIDERATIONS: Due to a lack of work, the district has determined that one 1¼-hour transportation monitor position be eliminated effective March 23, 2009. In addition, it has been determined that one 5-hour Food Service Assistant I position be reduced to a 4½ hour position effective March 23, 2009. Adoption of Resolution #25 0809 will authorize and direct the district to give a termination or reduction of service notice to the affected employees pursuant to district rules and regulations and applicable sections of the education code. This information has been discussed with the leadership of Chapter 188 of the California School Employees Association, who have been involved in the process.

FINANCIAL IMPLICATIONS: Reduction in service of classified employees as described would represent a cost savings of \$5,711.03.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #25 0809, Reduction in Classified Service, as presented.

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

RESOLUTION #25 0809  
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon forty-five (45) days prior notice; and

WHEREAS due to lack of work, certain transportation and food service services now being provided by the district must be reduced or eliminated effective March 23, 2009;

NOW, THEREFORE, BE IT RESOLVED that as of the 23<sup>rd</sup> day of March, 2009, the following position be eliminated:

Transportation Monitor      One 1¼-hour position (Transportation)

NOW, THEREFORE, BE IT RESOLVED that as of the 23<sup>rd</sup> day of March, 2009, the following position be reduced:

Food Service Assistant I      One 5-hour position reduced to one 4½-hour position at Faller School

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employee(s) of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than forty-five (45) days prior to the effective date of such reduction or discontinuance as set forth above.

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

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 5th of February, 2009 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Joanna Rummer,  
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.5 Ratification of Tentative Agreement between Chapter 188 of the California School Employees Association and the Board of Education Regarding Contract Reopeners for 2008-11

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BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association and the Sierra Sands Unified School District reached a tentative agreement on contract reopeners for 2008-11.

CURRENT CONSIDERATIONS: CSEA membership is scheduled to ratify the tentative agreement on contract reopeners for 2008-11 on February 3, 2009. The agreement is now being presented to the board for ratification.

FINANCIAL IMPLICATIONS: Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between Chapter 188 of the California School Employees Association and the Board of Education for contract reopeners for 2008-11 as presented.

Sierra Sands Unified School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
 California School Employees Association - **Classified**

The proposed agreement covers the period beginning July 1, 2008 and ending June 30, 2011 and will be acted upon by the Governing Board at its meeting on February 5, 2009.

**Note:**

	2008-2009	2009-2010	2010-2011
1% salary increase =	\$ 59,507	\$ 61,270	\$ 61,977
1% statutory benefit increase =	\$ 17,051	\$ 17,556	\$ 17,759
1% salary and statutory benefit increase =	\$ 76,558	\$ 78,827	\$ 79,736

A. Proposed Change in Compensation - Fund 01 - General Fund		Fiscal Impact of Proposed Agreement			Comments
		2008-2009 1st Interim MYP	2009-2010 1st Interim MYP	2010-2011 1st Interim MYP	
<b>Compensation</b>					
1. Step & Column - Increase/(Decrease)	Cost (+/-)	\$ 176,355	\$ 70,649	\$ 71,356	Step & Column for 2008-09 was added as of July 1, 2008 and was included in both the Approved Budget and the 1st Interim Budget. The cost over 2007-08 is shown here.
	Percent	2.96%	1.19%	1.20%	
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -	
	Percent	0.00%	0.00%	0.00%	
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -	
	Percent	0.00%	0.00%	0.00%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 50,533	\$ 20,244	\$ 20,446	Statutory benefits on step & column.
	Percent	2.96%	1.19%	1.20%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ 190,799	\$ 204,155	\$ 218,446	H&W increases for 2008-09 were added as of July 1, 2008 and were included in both the Approved Budget and the 1st Interim Budget. The cost over 2007-08 is shown here.
	Percent	2.49%	2.67%	2.85%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 + 5.	Cost (+/-)	\$ 417,687	\$ 295,048	\$ 310,248	
	Percent	5.46%	3.85%	4.05%	
7. Total Number of Represented Employees		276	276	276	
8. Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	\$ 1,513	\$ 1,069	\$ 1,124	
	Percent	5.46%	3.85%	4.05%	

**B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.

None

**D. What contingency language is included in the proposed agreement?** (reopeners, etc.)

a. Total compensation (including H&W) for 2008-09 and 2009-10 shall be based on the fair share calculation as set forth in the MOU dated May 29, 2007. Total compensation (including H&W) for 2010-11 shall be subject to negotiations.

**E. Source of Funding for Proposed Agreement**

1. Current Year.
  - a. Utilization of 2007-08 unrestricted ending fund balance
  - b. Unrestricted funding relating to revenue limit COLA
  - c. Utilization of restricted programs funding source
2. How will the ongoing cost of the proposed agreement be funded in future years?
  - a. Unrestricted and restricted funding
3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years including compounding effects in meeting obligations?
  - a. Utilization of prior year unrestricted ending fund balance
  - b. Unrestricted funding relating to revenue limit COLA
  - c. Utilization of restricted programs funding source

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

<b>1. State Reserve Standard</b>	
a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$ 49,858,799
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$ 1,495,764

<b>2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)</b>	
a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$ 1,495,764
b. General Fund Budgeted Unrestricted Reserved Amounts	\$ 107,000
c. General Fund Budgeted Unrestricted Board Designated Amounts	\$ 997,176
d. General Fund Budgeted Unappropriated Amount	\$ 160,064
e. Special Reserve Fund (J-207) - Budgeted Designated for Economic Uncertainties	\$ -
f. Special Reserve Fund (J-207) - Budgeted Unappropriated Amount	\$ 6,159,267
g. Article XIII-B Fund (J0241) - Budgeted Designated for Economic Uncertainties	\$ -
h. Article XIII-B Fund (J0241) - Budgeted Unappropriated Amount	\$ -
i. Total District Budgeted Unrestricted Reserves	\$ 8,812,271

3. Do unrestricted reserves meet the state standard minimum reserve amounts?

Yes

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 01 - General Fund**

Description	Column 1 2008/2009 1st Interim Budget	Column 2 Adjustments Result of Settlement	Column 3 Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ 31,155,118	\$ -	\$ 31,155,118
Remaining Revenues (8100-8799)	\$ 14,700,047	\$ -	\$ 14,700,047
<b>Total Revenues</b>	\$ 45,855,165	\$ -	\$ 45,855,165
<b>Expenditures</b>			
1000 Certificated Salaries	\$ 21,447,800	\$ -	\$ 21,447,800
2000 Classified Salaries	\$ 7,064,914	\$ -	\$ 7,064,914
3000 Employees' Benefits	\$ 11,628,185	\$ -	\$ 11,628,185
4000 Books & Supplies	\$ 3,354,666	\$ -	\$ 3,354,666
5000 Services & Operating Expenses	\$ 4,575,765	\$ -	\$ 4,575,765
6000 Capital Outlay	\$ 1,290,116	\$ -	\$ 1,290,116
7000-7599 Other	\$ 202,862	\$ -	\$ 202,862
<b>Total Expenditures</b>	\$ 49,564,308	\$ -	\$ 49,564,308
Operating Surplus (Deficit)	\$ (3,709,143)	\$ -	\$ (3,709,143)
Other Sources and Transfers In (8800-8999)	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7600-7699)	\$ (294,491)	\$ -	\$ (294,491)
Current Yr Incr/(Decr) In Fund Balance	\$ (4,003,634)	\$ -	\$ (4,003,634)
Beginning Balance	\$ 9,061,851	\$ -	\$ 9,061,851
Current-Year Ending Balance	\$ 5,058,217	\$ -	\$ 5,058,217
Components of Ending Balance			
Revolving Cash/Stores/Prepays	\$ 107,000	\$ -	\$ 107,000
Reserved for Economic Uncertainties	\$ 1,495,764	\$ -	\$ 1,495,764
Board Designated Amounts (excess in FD 17)	\$ 997,176	\$ -	\$ 997,176
Legally Restricted	\$ 2,298,213	\$ -	\$ 2,298,213
Undesignated Amounts	\$ 160,064	\$ -	\$ 160,064

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 01 - General Fund**

Description	Column 1 2009/2010 08/09 1st Int MYP Budget	Column 2 Adjustments Result of Settlement	Column 3 Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ 31,155,118	\$ -	\$ 31,155,118
Remaining Revenues (8100-8799)	\$ 15,160,003	\$ -	\$ 15,160,003
<b>Total Revenues</b>	\$ 46,315,121	\$ -	\$ 46,315,121
<b>Expenditures</b>			
1000 Certificated Salaries	\$ 21,662,278	\$ -	\$ 21,662,278
2000 Classified Salaries	\$ 7,135,563	\$ -	\$ 7,135,563
3000 Employees' Benefits	\$ 11,860,749	\$ -	\$ 11,860,749
4000 Books & Supplies	\$ 3,405,109	\$ -	\$ 3,405,109
5000 Services & Operating Expenses	\$ 4,703,887	\$ -	\$ 4,703,887
6000 Capital Outlay	\$ 390,000	\$ -	\$ 390,000
7000-7599 Other	\$ 198,262	\$ -	\$ 198,262
<b>Total Expenditures</b>	\$ 49,355,848	\$ -	\$ 49,355,848
Operating Surplus (Deficit)	\$ (3,040,727)	\$ -	\$ (3,040,727)
Other Sources and Transfers In (8800-8999)	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7600-7699)	\$ (294,491)	\$ -	\$ (294,491)
Current Yr Incr/(Decr) In Fund Balance	\$ (3,335,218)	\$ -	\$ (3,335,218)
Beginning Balance	\$ 5,058,217	\$ -	\$ 5,058,217
Current-Year Ending Balance	\$ 1,722,999	\$ -	\$ 1,722,999
Components of Ending Balance			
Revolving Cash/Stores/Prepays	\$ 107,000	\$ -	\$ 107,000
Reserved for Economic Uncertainties (all in FD 17)	\$ -	\$ -	\$ -
Board Designated Amounts (all in FD 17)	\$ -	\$ -	\$ -
Legally Restricted	\$ 1,615,999	\$ -	\$ 1,615,999
Undesignated Amounts	\$ -	\$ -	\$ -

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 01 - General Fund**

Description	Column 1	Column 2	Column 3
	2010/2011 08/09 1st Int MYP Budget	Adjustments Result of Settlement	Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ 31,155,118	-	\$ 31,155,118
Remaining Revenues (8100-8799)	\$ 18,462,226	-	\$ 18,462,226
<b>Total Revenues</b>	\$ 49,617,344	-	\$ 49,617,344
<b>Expenditures</b>			
1000 Certificated Salaries	\$ 21,878,901	-	\$ 21,878,901
2000 Classified Salaries	\$ 7,206,919	-	\$ 7,206,919
3000 Employees' Benefits	\$ 12,097,964	-	\$ 12,097,964
4000 Books & Supplies	\$ 3,490,236	-	\$ 3,490,236
5000 Services & Operating Expenses	\$ 4,851,715	-	\$ 4,851,715
6000 Capital Outlay	\$ 490,000	-	\$ 490,000
7000-7599 Other	\$ 198,662	-	\$ 198,662
<b>Total Expenditures</b>	\$ 50,214,397	-	\$ 50,214,397
Operating Surplus (Deficit)	\$ (597,053)	-	\$ (597,053)
Other Sources and Transfers In (8800-8999)	\$ -	-	\$ -
Other Uses and Transfers Out (7600-7699)	\$ (294,491)	-	\$ (294,491)
Current Yr Incr/(Decr) In Fund Balance	\$ (891,544)	-	\$ (891,544)
Beginning Balance	\$ 1,722,999	-	\$ 1,722,999
Current-Year Ending Balance	\$ 831,456	-	\$ 831,456
Components of Ending Balance			
Revolving Cash/Stores/Prepays	\$ 107,000	-	\$ 107,000
Reserved for Economic Uncertainties (all in FD 17)	\$ -	-	\$ -
Board Designated Amounts (all in FD 17)	\$ -	-	\$ -
Legally Restricted	\$ 724,456	-	\$ 724,456
Undesignated Amounts	\$ -	-	\$ -

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

**G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

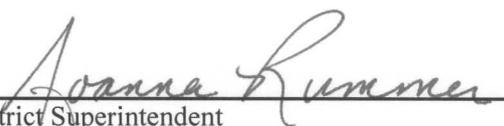
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Sierra Sands Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association Bargaining Unit, during the term of the agreement from July 1, 2008 to June 30, 2011.

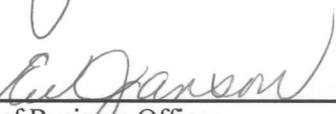
The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other financing Sources	\$ -
Expenditures/Other Financing Uses	<u>\$ -</u>
Ending Balance Increase (Decrease)	<u><u>\$ -</u></u>

N/A  (no budget revisions necessary)

  
 \_\_\_\_\_  
 District Superintendent

1/29/2009  
 \_\_\_\_\_  
 Date

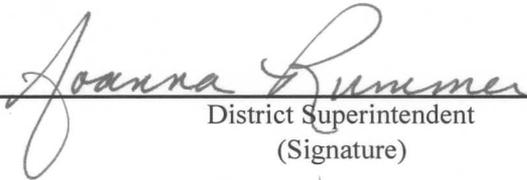
  
 \_\_\_\_\_  
 Chief Business Officer

1/29/2009  
 \_\_\_\_\_  
 Date

**H. CERTIFICATION NO. 2:**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

  
\_\_\_\_\_  
District Superintendent  
(Signature)

1/29/2009  
Date

  
\_\_\_\_\_  
Chief Business Officer  
(Signature)

1/29/2009  
Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on February 5, 2009 took action to approve the proposed Agreement with the California School Employees Association Bargaining Unit.

\_\_\_\_\_  
President (or Clerk) of the Governing Board  
(Signature)

\_\_\_\_\_  
Date

Sierra Sands Unified School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
 California School Employees Association - Classified

The proposed agreement covers the period beginning July 1, 2008 and ending June 30, 2011 and will be acted upon by the Governing Board at its meeting on February 5, 2009.

<b>Note:</b>	2008-2009	2009-2010	2010-2011
1% salary increase =	\$ 328	\$ 308	\$ 321
1% statutory benefit increase =	\$ 94	\$ 88	\$ 92
1% salary and statutory benefit increase =	\$ 422	\$ 396	\$ 413

A. Proposed Change in Compensation - Fund 11 - Adult School		Fiscal Impact of Proposed Agreement		
		Current Year 2008-2009	Year 2 2009-2010	Year 3 2010-2011
Compensation				
1. Step & Column - Increase/(Decrease). <b>08/09</b> <i>Decrease due to change in personnel.</i>	Cost (+/-)	\$ (1,011)	\$ 308	\$ 321
	Percent	-3.08%	0.94%	0.98%
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -
	Percent	0.00%	0.00%	0.00%
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -
	Percent	0.00%	0.00%	0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ (290)	\$ 88	\$ 92
	Percent	-3.08%	0.94%	0.98%
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ 99	\$ 106	\$ 113
	Percent	0.23%	0.25%	0.27%
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 & 5	Cost (+/-)	\$ (1,201)	\$ 502	\$ 526
	Percent	-2.85%	1.19%	1.25%
7. Total Number of Represented Employees		1.1	1.1	1.1
8. Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	\$ (1,092)	\$ 456	\$ 478
	Percent	-2.85%	1.19%	1.25%

**B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.

None

**D. What contingency language is included in the proposed agreement?** (reopeners, etc.)

a. Total compensation (including H&W) for 2008-09 and 2009-10 shall be based on the fair share calculation as set forth in the MOU dated May 29, 2007. Total compensation (including H&W) for 2010-11 shall be subject to negotiations.

**E. Source of Funding for Proposed Agreement**

1. Current Year:
  - a. Adult School funds
2. How will the ongoing cost of the proposed agreement be funded in future years?
  - a. Adult School funds
3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years including compounding effects in meeting obligations?
  - a. Adult School funds

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 11 - Adult School**

Description	Column 1 2008/2009 Approved Budget	Column 2 Adjustments Result of Settlement	Column 3 Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 257,426	\$ -	\$ 257,426
<b>Total Revenues</b>	\$ 257,426	\$ -	\$ 257,426
<b>Expenditures</b>			
1000 Certificated Salaries	\$ 155,012	\$ -	\$ 155,012
2000 Classified Salaries	\$ 31,804	\$ -	\$ 31,804
3000 Employees' Benefits	\$ 36,805	\$ -	\$ 36,805
4000 Books & Supplies	\$ 21,228	\$ -	\$ 21,228
5000 Services & Operating Expenses	\$ 5,151	\$ -	\$ 5,151
6000 Capital Outlay	\$ -	\$ -	\$ -
7000 Other	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	\$ 250,000	\$ -	\$ 250,000
Operating Surplus (Deficit)	\$ 7,426	\$ -	\$ 7,426
Other Sources and Transfers In	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -
Current Yr Incr/Decr In Fund Balance	\$ 7,426	\$ -	\$ 7,426
Beginning Balance	\$ 94,376	\$ -	\$ 94,376
Current-Year Ending Balance	\$ 101,802	\$ -	\$ 101,802
Components of Ending Balance			
Reserved Amounts	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties	\$ -	\$ -	\$ -
Board Designated Amounts	\$ -	\$ -	\$ -
Legally Restricted/Undesignated Amts	\$ 101,802	\$ -	\$ 101,802

\* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

Sierra Sands Unified School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
 California School Employees Association - Classified

The proposed agreement covers the period beginning July 1, 2008 and ending June 30, 2011 and will be acted upon by the Governing Board at its meeting on February 5, 2009.

<b>Note:</b>	2008-2009	2009-2010	2010-2011
1% salary increase =	\$ 39	\$ 39	\$ 39
1% statutory benefit increase =	\$ 11	\$ 11	\$ 11
1% salary and statutory benefit increase =	\$ 50	\$ 50	\$ 50

Compensation		Fiscal Impact of Proposed Agreement		
		Current Year 2008-2009	Year 2 2009-2010	Year 3 2010-2011
1. Step & Column - Increase/(Decrease)	Cost (+/-)	\$ 3	\$ 39	\$ 39
	Percent	0.08%	1.00%	1.00%
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -
	Percent	0.00%	0.00%	0.00%
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ 39	\$ -	\$ -
	Percent	1.01%	0.00%	0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 1	\$ 11	\$ 11
	Percent	0.08%	1.00%	1.00%
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ 34	\$ 37	\$ 39
	Percent	0.69%	0.74%	0.78%
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 & 5	Cost (+/-)	\$ 77	\$ 86	\$ 89
	Percent	1.55%	1.74%	1.78%
7. Total Number of Represented Employees		2	2	2
8. Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	\$ 39	\$ 43	\$ 45
	Percent	1.55%	1.74%	1.78%

**B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.

None

**D. What contingency language is included in the proposed agreement?** (reopeners, etc.)

a. Total compensation (including H&W) for 2008-09 and 2009-10 shall be based on the fair share calculation as set forth in the MOU dated May 29, 2007. Total compensation (including H&W) for 2010-11 shall be subject to negotiations.

**E. Source of Funding for Proposed Agreement**

1. Current Year:
  - a. Preschool funds
2. How will the ongoing cost of the proposed agreement be funded in future years?
  - a. Preschool funds
3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years including compounding effects in meeting obligations?
  - a. Preschool funds

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 12 - State Preschool**

Description	Column 1 2008/2009 Approved Budget	Column 2 Adjustments Result of Settlement	Column 3 Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 327,870	\$ -	\$ 327,870
<b>Total Revenues</b>	\$ 327,870	\$ -	\$ 327,870
<b>Expenditures</b>			
1000 Certificated Salaries	\$ 1,995	\$ -	\$ 1,995
2000 Classified Salaries	\$ 3,855	\$ -	\$ 3,855
3000 Employees' Benefits	\$ 3,621	\$ -	\$ 3,621
4000 Books & Supplies	\$ 24,618	\$ -	\$ 24,618
5000 Services & Operating Expenses	\$ 268,895	\$ -	\$ 268,895
6000 Capital Outlay	\$ -	\$ -	\$ -
7000 Other	\$ 22,886	\$ -	\$ 22,886
<b>Total Expenditures</b>	\$ 325,870	\$ -	\$ 325,870
Operating Surplus (Deficit)	\$ 2,000	\$ -	\$ 2,000
Other Sources and Transfers In	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -
Current Yr Incr/Decr In Fund Balance	\$ 2,000	\$ -	\$ 2,000
Beginning Balance	\$ 55,414	\$ -	\$ 55,414
Current-Year Ending Balance	\$ 57,414	\$ -	\$ 57,414
Components of Ending Balance			
Reserved Amounts	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties	\$ -	\$ -	\$ -
Board Designated Amounts	\$ -	\$ -	\$ -
Legally Restricted/Undesignated Amts	\$ 57,414	\$ -	\$ 57,414

\* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below

Please include comments and explanations as necessary:

Sierra Sands Unified School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
 California School Employees Association - Classified

The proposed agreement covers the period beginning July 1, 2008 and ending June 30, 2011 and will be acted upon by the Governing Board at its meeting on February 5, 2009.

<b>Note:</b>	2008-2009	2009-2010	2010-2011
1% salary increase =	\$ 4,956	\$ 5,273	\$ 5,325
1% statutory benefit increase =	\$ 1,420	\$ 1,511	\$ 1,526
1% salary and statutory benefit increase =	\$ 6,376	\$ 6,783	\$ 6,851

Compensation		Fiscal Impact of Proposed Agreement		
		Current Year 2008-2009	Year 2 2009-2010	Year 3 2010-2011
1. Step & Column - Increase/(Decrease)	Cost (+/-)	\$ 15,821	\$ 5,273	\$ 5,325
	Percent	3.19%	1.00%	1.00%
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -
	Percent	0.00%	0.00%	0.00%
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ 5,325	\$ -	\$ -
	Percent	1.07%	0.00%	0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 4,533	\$ 1,511	\$ 1,526
	Percent	3.19%	1.00%	1.00%
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ 1,719	\$ 1,839	\$ 1,968
	Percent	0.27%	0.27%	0.29%
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 & 5	Cost (+/-)	\$ 27,398	\$ 8,622	\$ 8,819
	Percent	4.30%	1.27%	1.29%
7. Total Number of Represented Employees		33	33	33
8. Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	\$ 830	\$ 261	\$ 267
	Percent	4.30%	1.27%	1.29%

**B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.

None

**D. What contingency language is included in the proposed agreement?** (reopeners, etc.)

a. Total compensation (including H&W) for 2008-09 and 2009-10 shall be based on the fair share calculation as set forth in the MOU dated May 29, 2007. Total compensation (including H&W) for 2010-11 shall be subject to negotiations.

**E. Source of Funding for Proposed Agreement**

1. Current Year:
  - a. Food Service funds
2. How will the ongoing cost of the proposed agreement be funded in future years?
  - a. Food Service funds
3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years including compounding effects in meeting obligations?
  - a. Food Service funds

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 13 - Food Service**

Description	Column 1 2008/2009 Approved Budget	Column 2 Adjustments Result of Settlement	Column 3 Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ -	-	\$ -
Remaining Revenues (8100-8799)	\$ 1,838,321	-	\$ 1,838,321
<b>Total Revenues</b>	\$ 1,838,321	-	\$ 1,838,321
<b>Expenditures</b>			
1000 Certificated Salaries	\$ -	-	\$ -
2000 Classified Salaries	\$ 601,980	-	\$ 601,980
3000 Employees' Benefits	\$ 312,868	-	\$ 312,868
4000 Books & Supplies	\$ 889,192	-	\$ 889,192
5000 Services & Operating Expenses	\$ 16,616	-	\$ 16,616
6000 Capital Outlay	\$ -	-	\$ -
7000 Other	\$ 92,000	-	\$ 92,000
<b>Total Expenditures</b>	\$ 1,912,656	-	\$ 1,912,656
Operating Surplus (Deficit)	\$ (74,335)	-	\$ (74,335)
Other Sources and Transfers In	\$ -	-	\$ -
Other Uses and Transfers Out	\$ -	-	\$ -
Current Yr Incr/Decr In Fund Balance	\$ (74,335)	-	\$ (74,335)
Beginning Balance	\$ 412,392	-	\$ 412,392
Current-Year Ending Balance	\$ 338,057	-	\$ 338,057
Components of Ending Balance			
Reserved Amounts	\$ -	-	\$ -
Reserved for Economic Uncertainties	\$ -	-	\$ -
Board Designated Amounts	\$ -	-	\$ -
Legally Restricted/Undesignated Amts	\$ 338,057	-	\$ 338,057

\* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

Sierra Sands Unified School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
 California School Employees Association - Classified

The proposed agreement covers the period beginning July 1, 2008 and ending June 30, 2011 and will be acted upon by the Governing Board at its meeting on February 5, 2009.

<b>Note:</b>	2008-2009	2009-2010	2010-2011
1% salary increase =	\$ 269	\$ 298	\$ 301
1% statutory benefit increase =	\$ 77	\$ 85	\$ 86
1% salary and statutory benefit increase =	\$ 346	\$ 383	\$ 387

A. Proposed Change in Compensation - Fund 21 - Bond Fund		Fiscal Impact of Proposed Agreement		
Compensation		Current Year 2008-2009	Year 2 2009-2010	Year 3 2010-2011
1. Step & Column - Increase/(Decrease)	Cost (+/-)	\$ 1,440	\$ 298	\$ 301
	Percent	5.35%	1.00%	1.01%
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -
	Percent	0.00%	0.00%	0.00%
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ 301	\$ -	\$ -
	Percent	1.12%	0.00%	0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 413	\$ 85	\$ 86
	Percent	5.35%	1.00%	1.00%
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ 234	\$ 251	\$ 268
	Percent	0.68%	0.66%	0.69%
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 & 5	Cost (+/-)	\$ 2,388	\$ 634	\$ 655
	Percent	6.90%	1.66%	1.69%
7. Total Number of Represented Employees		1	1	1
8. Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-)	\$ 2,388	\$ 634	\$ 655
	Percent	6.90%	1.66%	1.69%

**B. Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

None

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.

None

**D. What contingency language is included in the proposed agreement?** (reopeners, etc.)

a. Total compensation (including H&W) for 2008-09 and 2009-10 shall be based on the fair share calculation as set forth in the MOU dated May 29, 2007. Total compensation (including H&W) for 2010-11 shall be subject to negotiations.

**E. Source of Funding for Proposed Agreement**

1. Current Year:
  - a. Bond funds
2. How will the ongoing cost of the proposed agreement be funded in future years?
  - a. Bond funds
3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years including compounding effects in meeting obligations?
  - a. Bond funds

**Impact Of Proposed Agreement On Current Year Operating Budget-CSEA  
Fund 21 - Bond Fund**

Description	Column 1 2008/2009 Approved Budget	Column 2 Adjustments Result of Settlement	Column 3 Total Impact On Budget
<b>Revenues</b>			
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 2,000,000	\$ -	\$ 2,000,000
<b>Total Revenues</b>	\$ 2,000,000	\$ -	\$ 2,000,000
<b>Expenditures</b>			
1000 Certificated Salaries	\$ -	\$ -	\$ -
2000 Classified Salaries	\$ 105,537	\$ -	\$ 105,537
3000 Employees' Benefits	\$ 40,556	\$ -	\$ 40,556
4000 Books & Supplies	\$ -	\$ -	\$ -
5000 Services & Operating Expenses	\$ 153,485	\$ -	\$ 153,485
6000 Capital Outlay	\$ 14,480,215	\$ -	\$ 14,480,215
7000 Other	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	\$ 14,779,793	\$ -	\$ 14,779,793
Operating Surplus (Deficit)	\$ (12,779,793)	\$ -	\$ (12,779,793)
Other Sources and Transfers In	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -
Current Yr Incr/Decr In Fund Balance	\$ (12,779,793)	\$ -	\$ (12,779,793)
Beginning Balance	\$ 12,822,541	\$ -	\$ 12,822,541
Current-Year Ending Balance	\$ 42,748	\$ -	\$ 42,748
Components of Ending Balance			
Reserved Amounts	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties	\$ -	\$ -	\$ -
Board Designated Amounts	\$ -	\$ -	\$ -
Legally Restricted/Undesignated Amts	\$ 42,748	\$ -	\$ 42,748

\* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

CURRENT CONSIDERATIONS: The following gifts have been received:

Dr. Mamaliger has presented a cash donation of \$200 to the Burroughs High School boys' soccer program.

The following vehicles have been donated to the auto shop program at Burroughs High School: from Donald and Sally Valiton, a 1996 Saturn valued at \$2,000; from Jose Rodriguez, a 1979 GMC pickup valued at \$2,000; and from Joseph and Bonnie DeRosa, a 1981 Datsun pickup valued at \$1,000.

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

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

## 9. GENERAL ADMINISTRATION

### 9.2 Report to the Board: Presentation of the Annual Report of the Citizens' Oversight Committee for Measure "A"

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**BACKGROUND INFORMATION:** In June 2006, the Sierra Sands community voiced their support of the district by passing Measure "A", a general obligation bond under the auspices of Proposition 39. The bond will enable the district to modernize seven elementary schools, two middle schools, and two high school campuses.

In accordance with Education Code Section 15278(a), a Citizens' Oversight Committee was constituted by the Sierra Sands Unified School District Board of Education at the January 19, 2006 board meeting and members were appointed at the September 7, 2006 meeting of the board. The committee is charged with reviewing expenditure reports of bond funds and reporting annually that the district is in compliance with Article XIII A, Section 1(b)(3) of the California Constitution, which requires that an independent performance audit of bond activities be performed annually. Duties of the Citizens' Oversight Committee in this regard include a review of the performance audit and a report to the board regarding the same.

**CURRENT CONSIDERATION:** The accounting firm of Brown Armstrong was awarded the contract to perform the annual performance audit for the fiscal year ending June 30, 2008, and submitted to a sub-committee of the Citizens' Oversight Committee to review and prepare the annual report of the Citizens' Oversight Committee to be presented to the board and the community. The sub-committee was composed of Felice McLane, Eddie Edwards, Maryann Lupton, and Hope Fielder. The draft report was submitted to the full committee at their regular meeting of January 23, 2009. After review and discussion, the full committee approved the annual report by a vote of 6-0 with one member absent and one position on the committee vacant. The report states that the Citizens' Oversight Committee has found that from the period of July 1, 2007 to June 30, 2008, the Sierra Sands Unified School District is currently in compliance with the requirement in Article XIII A, Section 1(b)(3) of the California Constitution. In particular bond revenue has been expended only for the purposes so described in Measure "A". As prohibited by Article XIII A Section 1(b)(3)(a) of the California Constitution, funds were not used for any teacher or administrative salaries or other operating expenses.

The Committee recommends this year, under the guidance of the school board, that the district:

1. Post every Measure A Performance Audit on the Measure A website for historical purposes.
2. Post every COC Annual Report on the Measure A website for historical purposes.

FINANCIAL IMPACT: There are no financial implications.

SUPERINTENDENT'S RECOMMENDATION: The presentation of this report to the board is a legal requirement and in accordance with the bylaws of the Citizens' Oversight Committee for Measure "A". No action by the board is required.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
MEASURE A CITIZENS' OVERSIGHT COMMITTEE**



## **2008 Annual Report**

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We, the members of the Sierra Sands Unified School District Measure A Citizens' Oversight Committee (the Committee, or COC), submit this report to the residents, voters and taxpayers in the Sierra Sands Unified School District (the District). This report is issued in conformance, as instructed by our by-laws, with the Strict Accountability in Local School Construction Bond Act of 2000 (Strict Accountability Act), requiring that the School District Board of Education (School Board) form an independent citizens' oversight committee, and that this committee report to the public on the proper expenditure of bond funds at least once annually. This submission represents the second year of the activities of the COC.

The Committee wishes to thank the District staff who has so diligently worked with us to set up our processes to ensure that vigorous and independent oversight will endure throughout the lifetime of the ballot measure. We also wish to thank the school board for providing the resources to enable us to do this important work. We appreciate this opportunity to serve the children, residents, voters and taxpayers in the Sierra Sands Unified School District.

The Committee looks forward to continuing its efforts to keep the community informed and to ensure that bond funds are spent wisely. Thank you for your continued support.

Respectfully submitted,

Eddie Edwards, Chair  
Measure A Citizens' Oversight Committee  
Sierra Sands Unified School District

## Statement of Compliance

The Sierra Sands Unified School District Measure A Citizens' Oversight Committee submits this Annual Report to the Board of Education on February 5, 2009.

The Committee advises that, based on the Performance Audit provided for the period covering July 1, 2007 through June 30, 2008, the District is currently in compliance with the requirements in Article XIII A, Section 1(b)(3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure A. As prohibited by Article XIII A, Section 1(b)(3)(a) of the California Constitution, funds were not used for any teacher or administrative salaries or other operating expenses.

Respectfully submitted,

Eddie Edwards, Chair  
Measure A Citizens' Oversight Committee  
Sierra Sands Unified School District

## **I. Executive Summary**

The Sierra Sands Unified School District was successful at the election conducted on June 6, 2006, in obtaining authorization for the District's voters to issue \$50,500,000 in bonds within legal interest rates. Proceeds from the sale of the bonds are intended for improvement, upgrade, and renovation of the District's existing facilities, construction of new facilities, and paying costs incident thereto. The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bond Act of 2000, at Section 15264 et seq. of the Education Code of the State (Prop 39). Measure A Bond was passed with a 61.16% vote exceeding the 55% vote required under Prop 39.

On January 19, 2006, the School Board established the Measure A Citizens' Oversight Committee in accordance with Proposition 39. On September 7, 2006, appointments to the committee were made and approved by the board. The Committee's responsibility is straightforward. The Committee is charged by state law to review the use of Measure A proceeds and to inform the public about the proper use of their tax dollars. The Committee by-laws require regular meetings to be held at least quarterly. Since its inception the committee has met twelve (12) times, more than satisfying the requirement to meet quarterly.

The Independent Auditor's Report performed by BROWN ARMSTRONG PAULDEN MCCOWN STARBUCK THORNBURGH & KEETER ACCOUNTACY CORPORATION covering the period July 1, 2007 through June 30, 2008, states the following:

"We have examined the Sierra Sands Unified School District's compliance with the performance requirements for the Proposition 39 General Obligation Bonds for the period ended June 30, 2008, under the applicable provisions of Section 1(b)(3)(C) of the Article XIII A of the California Constitution and Proposition 39 as they apply to the bonds and the net proceeds thereof. Management is responsible for Sierra Sands Unified School District's compliance with those requirements. Our responsibility is to express an opinion on the Sierra Sands Unified School District's compliance with such requirements thereof based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and accordingly, included examining on a test basis, evidence about the District's compliance with those requirements and performance and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Sierra Sands Unified School District's compliance with specified requirements.

In our opinion, the Sierra Sands Unified School District complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2008."

At a regular COC meeting on October 3, 2008, a subcommittee was formed to review the 2007/2008 Performance Audit ending June 30, 2008, as conducted by **BROWN ARMSTRONG PAULDEN MCCOWN STARBUCK THORNBURGH & KEETER ACCOUNTACY CORPORATION**. The members of the subcommittee are Ms. Felice McLane, Chair, Ms. Maryann Lupton, Ms. Eddie Edwards, and Ms. Hope Fielder. The Measure A Citizens' Oversight Committee is in agreement with the Performance Audit conclusion that the Sierra Sands Unified School District is in compliance, in all material respects, with performance requirements for the Proposition 39 General Obligation Bonds for the period ended June 30, 2008, under the applicable provisions of Section 1(b)(3)(C) of the Article XIII A of the California Constitution.

This is the second COC annual report which reviews the 2007-2008 activities and findings of the Measure A Citizens' Oversight Committee and is organized into the following topics:

- Executive Summary
- Measure A Ballot Proposition
- Original Intent of Measure A Bond
- Responsibilities
- Membership
- Meeting Dates
- Activities
- Statement of Compliance
- Findings
- The Committee's Recommendations

## **II. Measure A Ballot Proposition**

The Measure A Citizens' Oversight Committee was established under the requirements of the School Construction Bond program known as Measure A. The ballot language stated that the passage of Measure A would authorize the issuance of \$50,500,000 of bonds at interest rates within the legal limit, to construct new classrooms, renovate and improve school sites and facilities; and to qualify the District for state matching funds. The language further stated that a citizens' oversight committee would be established to guarantee funds were spent only for the specified purposes and not for administrative salaries.

### **FULL TEXT BALLOT PROPOSITION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT BOND MEASURE ELECTION JUNE 06, 2006.**

**The following is the full proposition presented to the voters by the SIERRA SANDS UNIFIED SCHOOL DISTRICT.**

**"To improve the quality of education, shall Sierra Sands Unified School District be authorized to construct new classrooms, upgrade, renovate, and modernize classrooms and facilities including upgrading plumbing systems, renovating restrooms, making health and safety improvements, repairing and replacing roofs, improving student access to computers and technology, and qualifying the District for over \$13,000,000 in State grants by issuing \$50,500,000 in bonds within legal**

interest rates, with a citizens' oversight committee, annual audits and NO money for administrator salaries.”

## **ARGUMENT IN FAVOR OF MEASURE A**

*Argument In Favor Of  
Sierra Sands Unified School District Measure “A”  
Tuesday, June 6<sup>th</sup> 2006*

*Your YES vote on Measure "A" will have a lasting, positive impact on our local schools and on our community. Measure "A" will provide updated classrooms and school facilities and allow us to continue providing our children with a quality education.*

*The average age of our schools is over 45 years and Inyokern Elementary, the oldest, was built in 1934. While some facilities have been modernized, many others still need major upgrades and renovations. It is now time to improve our schools.*

### **MEASURE "A" WILL IMPROVE OUR SCHOOLS BY:**

- *Upgrading deteriorating plumbing systems and outdated restrooms*
- *Constructing additional classrooms and cafeterias/multipurpose rooms*
- *Repairing and replacing roofs*
- *Making health and safety improvements like upgrading fire alarm and communication systems*
- *Improving access to computers and technology by renovating inadequate electrical systems*

*Good schools are an investment in our children and community. It's important that Sierra Sands Unified School District maintain this investment and provide school facilities and technology comparable to other districts.*

### **MEASURE "A" MAKES FINANCIAL SENSE BY:**

- *Qualifying the District for over \$13,000,000 in State grants*
- *Making improvements now instead of later when they will cost more*
- *Improving property values in our community and homes*

*As taxpayers, we agree on the importance of education and the value of quality schools.*

### **BY LAW, TAXPAYER SAFEGUARDS ARE IN PLACE. MEASURE “A” WILL:**

- *Include financial audits and an independent oversight committee*
- *Only be used to improve our children's schools - not to pay salaries*

## ***COST***

- *\$54 per year for the average homeowner*

*Voting YES will have lasting, positive benefits. Measure "A" will maintain our schools as focal points of our communities and allow for the continued quality education of our children. Let's keep our communities a great place to raise our children and grandchildren.*

## **MEASURE A will:**

- Upgrade deteriorating plumbing and water drainage systems, and outdated restrooms;
- Repair and replace roofs;
- Build new classrooms to accommodate student growth;
- Modernize computer technology throughout the District, including improving computer labs, renovating electrical systems, and providing additional computers;
- Modernize outdated classrooms, including improving handicapped accessibility (ADA), lighting, ceilings, flooring and painting;
- Provide adequate multi-purpose rooms through new construction and/or renovation;
- Make health and safety improvements such as upgrading fire alarm and communication systems;
- Construct a more efficient maintenance, operation, and transportation facility to decrease operational expenses and replace the current inadequate facility;
- Replace outdated playground equipment to improve student safety;
- Renovate or expand bus loops as necessary to increase student safety and improve traffic flow;
- Renovate, expand, construct, and upgrade student support facilities including joint use projects, as needed;
- Necessary site preparation/restoration in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms;
- Address unforeseen conditions revealed by construction/modernization (e.g., plumbing or gas line breaks, dry rot, seismic, structural, etc.); and
- Furnish and equip schools as needed to the extent permitted by law.

## **III. Original Intent of Measure A Bond**

In 2004, the District realized that a modernization program at all school sites was required. Toward that end, the Board approved a contract with SCArchitects, Inc. to perform a district-wide facilities needs assessment study. The results of the study, which were presented at the June 14, 2005 Board meeting, focused on infrastructure, Americans with Disabilities Act (ADA) requirements, safety and security, technology, and the

classroom environment. At that time, estimated cost for such an effort at District school sites was about \$105,000,000. At the December 8, 2005 Board meeting, the district authorized the architectural firm of Westberg + White to provide a Facilities Master Plan dealing specifically with the District's school sites. The District Board accepted the plan on May 4, 2006. At the March 2, 2006 Board meeting, the District was authorized to begin work on a facilities bond under the Proposition 39 authority. The community supported the District's bond campaign, and on June 6, 2006 the bond in the form of Measure A was passed by 61.16%, which exceeded the 55% required by Proposition 39 regulation. Since that time, in accordance with Education Code, a Measure A Citizens' Oversight Committee has been appointed and has met multiple times, the annual performance audit has been presented to the Committee, and a number of actions related to the Measure A effort have been initiated.

#### **IV. Responsibilities**

The mission of the COC is to oversee the expenditures of taxpayer money for the construction, repair, and modernization of schools by the District and to communicate its findings and recommendations to the School Board and the public so that Measure A bond funds are invested as the voters intended and projects are completed prudently and efficiently. The COC oversees both internal and external controls and provides feedback to the School Board and public by highlighting successes, shortcomings, and identifying areas for improvement. In order to maintain controls to ensure that they are constantly improved and updated, the COC monitors the District's actions with regard to their recommendations.

*According to its bylaws, which are guided by the requirements of California's Proposition 39, Article XIII A of the California State Constitution, and the ballot language of the bond, the COC must oversee the Bond program's compliance with the accountability requirements of Article XIII A of the California State Constitution. These accountability requirements include annual performance and financial audits on use of bond proceeds. The School Board established the independent Citizens' Oversight Committee (COC) January 19, 2006, according to the guidelines established by Proposition 39, Article XIII A of the California State Constitution, and the ballot language of the Measure A bond.*

#### **V. Membership**

The Committee is composed of district residents with a broad base experience in business, government, and finance as well as parents of school children, and members of parent-teacher organizations, a senior citizen organization, and a taxpayer association.

Name	Representative Group	Term
Gary Charlon, Member	Active in a business organization representing the business community located within the District	Two Year Terms 10/24/06-10/23/08 10/24/08-10/23/10
Mrs. Eddie Edwards, Chair	Community Member-at-Large	Two Year Terms 10/24/06-10/23/08 10/24/08-10/23/10
Mrs. Hope Fielder, Vice Chair	Active in a bona fide taxpayers' organization	Two Year Term 10/24/06-10/23/08 One Year Extension 10/24/08-10/23/09
*Mr. Tim Johnson Member	Both a parent or guardian of a child enrolled in the District and active in parent-teacher organization	Two Year Term 10/24/06-10/23/08 Extension 10/24/08-12/4/08
Mrs. Maryann Lupton, Member	Parent or guardian of a child enrolled in the District	Two Year Term 5/3/07- 5/2/09
Mrs. Felice McLane, Clerk	Active in a senior citizens' organization	Two Year Terms 10/24/06-10/23/08 10/24/08-10/23/10
Mr. David Mechtenberg, Member	Community Member-at-Large	Two Year Term 10/24/06-10/23/08 One Year Extension 10/24/08-10/23/09
Mr. Bill Porter, Member	Community Member-at-Large	Two Year Term 10/24/06-10/23/08 One Year Extension 10/24/08-10/23/09

\*This position became vacant due to his election to the School Board.

## VI. Meeting Dates

The Committee met on November 2, 2007, February 8, 2008, May 2, 2008, August 22, 2008, October 3, 2008, and December 12, 2008. The Annual Report sub-committee met December 10, 2008.

## VII. Committee Activities

We have specified procedures for the Committee to obtain data concerning project progress, budget information, and work quality. The data gathering systems are now in place to provide the committee with the essential reports needed to make it possible to conduct oversight.

To achieve its purpose, the COC actively reviewed:

- Expenditures of the school construction program funds
- Financial statements
- Status of progress of bidding and awarding of construction contracts

Specific activities of the COC included:

- Interviewing representatives of the administration and Measure A consultants
- Providing feedback and recommendations to District Staff
- Requests for independent legal counsel as needed
- Visiting sites undergoing Measure A modernization

### **VIII. Statement of Compliance**

By a vote of 6 to 0, with one position vacant and one member absent, the Committee finds the District is currently, (as of this reporting period, July 1, 2007 through June 30, 2008), in substantial compliance with the standards of Article XIII A of the California State Constitution Section 1(b)(3), as described below.

### **IX. Findings and Conclusions on Accountability Requirements**

Based on information provided, the Committee finds and concludes that from July 1, 2007 to June 30, 2008, the School District is currently in **compliance** with the accountability requirements of Article XIII A, Section 1(b)(3) and the original bond language as follows.

1. The District has conducted the state required annual, independent performance audit to ensure that funds have been expended only on the specific projects listed.
2. Funds designated Measure A Bond Funds have been properly accounted for and were used for authorized bond projects. The bond sale proceeds have not been used for salaries of school administrators or other operating expenditures.
3. The finding from the previous fiscal year's audit has been resolved. The previous audit recommended the District update and maintain the District website in a more conscientious and timely manner as it relates to the Measure A Citizens' Oversight Committee meetings, agendas and minutes. In response the District implemented the following:
  - a. Posted the agenda on Measure A website in advance.
  - b. Post unapproved minutes on Measure A website within two weeks of committee meetings.
  - c. Post approved minutes on Measure A website within two weeks of committee meeting at which minutes were approved.

### **X. Exceptions**

There are no exceptions with the accountability requirements of Article XIII A, Section 1(b)(3) during this reporting period, July 1, 2007 to June 30, 2008.

### **XI. The Committee's Recommendations**

The status of the Committee's recommendations to the District from the 2006-2007 Annual Report are noted below:

1. The recommendation that the District post unapproved Committee minutes on the Measure A website within two weeks of the meetings, in accordance with the audit findings, **was satisfactorily completed.**
2. The recommendation that the District post the Committee Agenda on the Measure A website in advance, in accordance with the audit findings, **was satisfactorily completed.**
3. The recommendation that the District post approved Committee minutes on the Measure A website within two weeks of the Committee meetings at which minutes were approved, in accordance with the audit findings, **was satisfactorily completed**
4. The recommendation that the District enhance the Measure A section on the District website in order to facilitate easy access by the public and to provide additional information, **was satisfactorily completed.**
5. The recommendation that the District post the 2006-2007 Performance Audit on the Measure A website, **was satisfactorily completed.**
6. The recommendation that the District post the Measure A Citizens' Oversight Committee's Annual Report to the Board on the Measure A website, **was satisfactorily completed.**
7. The recommendation that the District update the Measure A website on the progress of bond processes and construction, **was satisfactorily completed.**

The Committee recommends this year, under the guidance of the School Board, that the District:

1. Post every Measure A Performance Audit on the Measure A website for historical purposes.
2. Post every COC Annual Report on the Measure A website for historical purposes.

## **XII. Status Report on Construction Program**

Following is a summary of how bonds have been spent:

### **Bond Happenings**

#### **Issuance of School Bonds:**

Adoption of Resolution #18 0506 Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Any Other Election Occurring on June 6, 2006, was passed on March 2, 2006. This set into motion the modernization program. On June 6, 2006, the voters of the Indian Wells Valley passed Measure A ensuring the trust of the education of the valley's children to the District. This is the first bond to ever be passed in the IWV and the District is extremely thankful for the vote of confidence from its citizens.

#### **Citizens' Oversight Committee (COC):**

The formation of the Citizens' Oversight Committee (COC) is required by the Education Code Section 15278(a) for the purpose of expending general

obligation bond proceeds. The Board approved to establish the COC on January 19, 2006. On September 7, 2006, the Board made their appointments to the COC.

**Committee for School Facilities Improvement:**

The School Facilities Improvement Committee was established by the Board on January 19, 2006, and made appointments on September 21, 2006. Though the formation of the committee is not required by code or citation, the District believes that such a committee, which consists of professions in the construction environment (architects, general contractors, institutional contractors, civil, electrical, and structural engineers) will be a valuable resource to the District as it pursues its modernization agenda.

**Westberg + White Architects and Planners (W+W):**

Since December 2005, the architectural firm of Westberg + White, Architects and Planners, has been working with the District in support of its modernization initiatives.

On May 4, 2006, the Facilities Master Plan was adopted. The Master Plan discussed projections of future enrollment, improvements which were necessary to bring existing facilities up to modern educational standard, and identification of potential funding sources. Since its adoption, the firm has visited all District sites a minimum of three times, met with District staff, met with all site principals and managers, met with representative staff at each site, and met with parents and members of the community. This continues to be an ongoing effort as the District progresses through the modernization process.

Additionally, members of the Westberg + White team and the District's project manager for construction meet and confer to discuss, evaluate, and make preliminary recommendations regarding the architectural and technical standards and requirements of the project. These meetings are regular and ongoing and have been held at the school sites as well as at the architects' offices.

**Significant Completed Efforts in Support of and in Preparation for Construction:**

Performance of the following tasks was required in preparation for construction. The information will be utilized by the Division of the State Architect, the Office of Public School Construction, Westberg + White (architectural firm), other contractors, and District personnel during modernization and beyond.

- Over 150 individual plans from the District for use in developing the new modernization plans have been scanned and converted into an AutoCad database.
- Land surveys, property boundary confirmation, aerial photographs, and topographical surveys of all Sierra Sands school sites have been completed.

- Video inspection of sewer pipe at Richmond Elementary School, Vieweg Administrative Center, and Mesquite High School has been performed. All District school sites will undergo video sewer pipe inspection.
- Soil sample and compaction tests have been completed at all school sites.

### **Measure A Activities - 2008**

**Shade Structures and Playground Upgrades:** Shade structures were completed at all District campuses except Mesquite Continuation High School, which declined the installation of a shade structure. Playground upgrades were made at all District elementary schools. Handicapped path-of-travel upgrades were made to each shade structure or playground upgrade as required by the Division of the State Architect (DSA). Although not directly related to the shade structures or playground upgrades, additional handicapped access improvements were made at various campuses as required by DSA.

**Lease-Lease Back:** The District determined to adopt the lease-lease back approach to construction management and selected Barnhart, Inc. as its primary contractor. As a result of an implied conflict of interest between the company and the District’s architect, the matter was referred to legal counsel and the State of California’s Fair Political Practices Commission. The commission communicated to the District that there was no conflict of interest. The District also reviewed its selection process and reaffirmed the selection of Barnhart, Inc., which was formally approved by the board.

**Construction Project Manager and Construction Project Consultant:** The District contracted with Mr. Tom McMahan as Construction Project Manager and Mr. Bruce Auld as Construction Management Consultant for all District construction activities, including Measure A projects.

**Conversion of Vieweg Elementary School:** Vieweg Elementary School was converted from administrative offices to classrooms, such that it could house the Pierce Elementary School while under modernization. Seven additional temporary classrooms and a temporary restroom facility were also installed at Vieweg to house Pierce students. The administrative functions previously housed at Vieweg were moved to the Sierra Vista Education Center, which was not a Measure A project.

**Faller School Modernization:** The District committed to the modernization of Faller Elementary School. This \$5.3 million project included a \$4.5 million contract with Barnhart, Inc. The Measure “A” contribution to this project is \$3 million. Highlights of the Faller project are as follows:

- Demolition of four classrooms in the cafeteria building creating a new multipurpose room. Four new modular classrooms were installed to replace these classrooms. This component of the project is of great benefit to the school community as the original cafeteria

was constructed to serve 120 students, while the school currently serves in excess of 500 students (summer 2009).

- The enclosure of the seven classrooms in the media center/classroom building. This eliminates the noise issues associated with the open classroom concept, which was the centerpiece of the design of this building. Additional exterior exits were provided for the purpose of building evacuation (spring 2009).
- The full complement of health, safety, and handicapped access improvements were made and were the general components of modernization (spring 2009).

**Sale of Measure A Series Bonds:** Upon the advice of its fiscal advisors, the District sold Measure A Series 2008 general obligation bonds in the sum of \$5.4 million. As such, the District has sold \$24.9 million of the \$50.5 authorization. Due to the state economic crisis, receipts of the state matching funds for which the District is eligible have been delayed.

## 9. GENERAL ADMINISTRATION

### 9.3 Appointment of Replacement Member to the Citizens' Oversight Committee (Goal #4)

**BACKGROUND INFORMATION:** In anticipation of the successful passage of Measure "A", the Proposition 39 bond for modernization and improvement of Sierra Sands Unified School District facilities, the board on January 19, 2006 authorized the establishment of a Citizen's Oversight Committee. The committee is required by Education Code 15278 (a) for the purpose of informing the public concerning expenditures of general obligation bond proceeds. The committee is to engage in the following activities:

- actively review and report on the proper expenditure of taxpayer's money for school construction
- advise the public as to whether the Sierra Sands Unified School District is in compliance with the requirements of the California Constitution; and
- convene to provide oversight for, but not limited to:
  1. ensuring that bond proceeds are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, the acquisition or lease of real property for school facilities; and
  2. ensuring that funds are not used for any teacher or administrative salaries or other school operating expenses.

**CURRENT CONSIDERATIONS:** Members of the Citizens' Oversight Committee were appointed by the board at their regular meeting of September 7, 2006. A vacancy was created on the committee when committee member Tim Johnson was elected to the Sierra Sands board, thereby making him ineligible to serve on the Citizens' Oversight Committee. He held the position of "parent or guardian of a child enrolled in the district". The district advertised for applicants to fill the vacant position through press releases, parent and school groups, and word of mouth. Subsequently four eligible individuals made application to become a member of the committee. A subcommittee of the Citizens' Oversight Committee screened the applicants and have submitted their recommendation for board consideration. The subcommittee recommends the board appoint Kelly Curtis to fill the vacant position of "parent or guardian of a child enrolled in the district". Mr. Curtis has two children enrolled in the district. His background, training, experiences, and interest make him well qualified for the position.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board appoint Kelly Curtis to the Sierra Sands Unified School District Citizens' Oversight Committee as presented.

## 10. CONSTRUCTION ADMINISTRATION

### 10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues (Goal #3, #4)

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

Funding Source: Revenue Anticipation Notes (RANs) and IKSFA

The remaining issues in the Sierra Vista Education Center are being completed as scheduled. To avoid future bird contamination, roosting areas will receive some form of physical deterrent.

Funding Source: All

Lease, Lease-Back Validation for the Remaining Campuses: In February, the board will consider a resolution initiating the lease, lease-back validation process for Burroughs High School in time to commence the infrastructure and parking lot project by June 8, 2009.

Phase I – Faller: Hazardous material removal is complete. Demolition is well underway. Ceiling components in the classroom area are being saved for future repairs in the media center. Exterior demolition of the planter areas to create new exterior doors is likewise underway. As of this snapshot, Faller is on schedule. The roof is being evaluated. Total roof replacement would cost approximately \$250,000. Critical areas are being investigated and options other than total replacement are being explored.

Phase I – Pierce: Barnhart is currently negotiating with prospective subcontractors and will arrive at a GMP to present to the board on February 11, 2009. Work will begin shortly thereafter. The only programs operating on the campus during modernization will be the preschool and the community day school.

Phase II Schools and Beyond: Scheduled for completion by July 30, 2010 are:

- Faller – Fully Funded
- Pierce – Fully Funded
- Inyokern – Fully Funded
- CTE – CDE and Loan Funded
- BHS Infrastructure and Parking (Required for CTE Construction)
- Rand
- Las Flores
- Richmond

Measure A has \$50.5 in general obligation bond authorization. To date, nearly \$25 million has been sold and invested, leaving approximately \$25.5 million to sell in future years. Two primary factors limit future sales - districtwide assessed valuation and the \$60 per \$100,000 limit set by the campaign promise to the voters. As assessed valuation grows, more bonds can be sold. Likewise, if assessed valuation is stagnant or declines, future sales will be delayed. In short, considerable analysis will be required over the next few weeks to determine whether it is fiscally safe to launch, as example, Las Flores and Richmond this summer. All sources of facilities funds will be considered in this analysis, as well as various financing options.

From another perspective, the next six months will be extraordinarily busy. By July 30, 2009, the following will hopefully be completed:

- Faller
- Pierce
- Inyokern
- Burroughs High School infrastructure and parking
- Las Flores move to Vieweg
- Richmond interim housing

Funding Source: CTE/General Fund

Plans for the career technical education building are on schedule.

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