SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education
Regular Meeting

May 21, 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

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 May 7, 2009 and the special meeting of May 13, 2009

3. PROGRAMS AND PRESENTATIONS

   3.1 Recognition of Laura Hickle and the Sierra Sands Unified School District from the League of California After School Providers for Exemplary Practice in the Delivery of After School Program Services
   3.2 Presentation of the Sierra Sands Community Service Award to the Rotary Club of China Lake
   3.3 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers

3. PROGRAMS AND PRESENTATIONS (continued)

3.4 Recognition of Site and District Employees of the Year
3.5 Presentation of Service Awards to District Retirees
A brief reception will follow these presentations to greet and congratulate award recipients and retirees.

4. PUBLIC HEARING

4.1 Initial Contract Proposal for Reopeners for 2009-10 from the Desert Area Teachers Association to the Board of Education
4.2 Annual Review of Participation in the Regional Occupational Program (ROP) and Public Hearing for the Purpose of Reviewing Participation in ROP Programs *(Goal #2, #3)*
Education code requires the governing board to annually review and assess participation in the district's ROP programs.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Receipt of Grants from the International Test and Evaluation Association
- 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 Approval of Single Plans for Student Achievement for Las Flores and Inyokern Schools, 2009-10 School Year *(Goal #1, #2, #3, #4, #5)*
These plans are submitted annually in support of the categorical aid application. Most school plans will be submitted in the fall when budget issues are more clear. However, these two plans are submitted at this time in order to meet compliance issues.

6. EDUCATIONAL ADMINISTRATION (continued)

6.2 Approval of an Eighth Grade Advancement Via Individual Determination (AVID) Course at James Monroe and Murray Middle Schools *(Goal #1, #2)*

Advancement Via Individual Determination (AVID) is a college preparatory program that enables disadvantaged secondary students to succeed in rigorous curricula, enter mainstream activities in school, and increase their opportunities to enroll in four-year colleges.

6.3 Approval of a Grade Level Intervention Course to Support Students in the Core Curricula, Grades 6-8 *(Goal #1, #2)*

This intervention course will be offered to targeted students within the school day to support grade level standards specific to middle school core curricula.

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

8.3 Declaration of Need for Fully Qualified Teachers for the 2009-10 School Year

The laws governing credential waivers and emergency permits require the district to identify areas of anticipated need for fully qualified educators. This will allow the district to employ individuals with emergency permits should there be an insufficient number of certificated persons who meet the district's specified employment criteria for the available positions.

8.4 Request for Temporary Waiver of Teacher Proficiency Requirements (California Basic Educational Skills Tests) for Substitute Teachers for the 2009-10 School Year

To ensure that districts are able to secure adequate numbers of substitute teachers, the California Department of Education allows districts to apply for the temporary waiver of teacher proficiency requirements (CBEST) for substitute teachers.

9. GENERAL ADMINISTRATION

9.1 Adoption of the Academic Calendar for the 2010-11 School Year *(Goal #1, #2, #3, #5)*

The calendar being presented for adoption designates the beginning and ending dates and school holidays for the 2010-11 school year.

9.2 Approval of Minimum Day Schedule for the 2010-11 School Year *(Goal #1, #2, #3, #5)*

The board has the authority to establish minimum days. The minimum days recommended for the 2010-11 school year were part of the calendar development process and meet the requirements of the bargaining unit contract.

9.3 Authorization for Board Member Travel

Mrs. Covert seeks authorization to travel to Nashville, Tennessee to attend the summer conference of the NAFIS Section 8002 Federal Property group.

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

    12.1 Approval of "A" and "B" Warrants
    12.2 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of the District's State Preschool Program in 2009-10 *(Goal #1, #2, #5)*
    12.3 Authorization to Pay Travel Expenses for Community Members to Attend the Health Science Educators Institute in Support of a District Grant to Enhance Health Careers Pathways *(Goal #2, #3, #5)*

13. FUTURE AGENDA

14. ADJOURNMENT

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 7, 2009

TIME OF MEETING: 6:30 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 to discuss:

   2.1 Negotiations with Chapter 188 of the California School Employees Association; and
   2.2 One case of potential litigation.

3. ADJOURNMENT was at 7:02 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Acting Vice President/Clerk Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: May 7, 2009

TIME OF MEETING: 7:04 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

In the absence of Mrs. Hickle, Mrs. Rummer asked that the recognition from the League of California After School Providers be postponed. The agenda was adopted by consensus as amended.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of April 16, 2009 and the special meetings of April 9 and April 23, 2009 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

Recognizing that Ridgecrest is somewhat remote, the staff at Burroughs High School has organized an intensive annual college tour of eight campuses in southern California for college-bound students to experience college life and culture and to help them make decisions on their educational future. The group visits a variety of campuses—public and private, small and large—to expose students to the many options available. Current students and a former student spoke of their experiences and how this college tour helped them to make choices that will have a major impact on their lives.

4. PUBLIC HEARINGS

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

All schools are engaged in final club and athletic activities for the year and are demonstrating student learning at Open House events. Fifth grade students are visiting middle school campuses in preparation for next year. Mesquite held a successful Cinco de Mayo dinner, and the prom and graduation plans are highlighting student activities at Burroughs. As this was her last meeting, Hannah thanked the board for the opportunity to serve and Mr. Scott and Mr. Rockwell presented her with her nameplate as a keepsake of her experience as student member.

5. REPORTS AND COMMUNICATIONS (continued)

5.2 Reports from Members of the Board

Mrs. Covert attended a tour of Cerro Coso with district fifth graders recently. In keeping with the Burroughs college tour, this is another way the district prepares students for higher education.

5.3 Superintendent's Report

Mrs. Rummer reported that the Open Enrollment period began May 1 and continues through May 15. Requests are granted as space is available at the receiving school. The board's self-evaluation was scheduled for July 9 at 6:00 p.m. in the district office conference room. While overall enrollment is down, Mrs. Rummer commented on the high attendance rate.

5.4 Communications

Publications from schools were distributed for information.

5.5 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

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

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

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

AYES: Covert, Dietrichson, 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 1-4 of the 5/7/09 agenda.

8.3 Adoption of Resolution #36 0809, Elimination of Classified Service
Prior to action, the position of Duplicating Technician was removed from this resolution. Following discussion and comments from two affected employees, motion passed to adopt this resolution, which authorizes elimination of certain classified positions and directs the superintendent to give notice of termination of employment to the affected employees pursuant to district rules and regulations and applicable provisions of the Education Code.
PEARL/DIETRICHSON

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

8. PERSONNEL ADMINISTRATION (continued)

8.4 Presentation of Initial Contract Proposal for Reopeners for 2009-10 from the Desert Area Teachers Association to the Board of Education

The initial contract proposal for reopeners for 2009-10 was presented by the Desert Area Teachers Association to the board. Motion passed to receive the proposal and set the next regular meeting date as the date for the public hearing on the proposal. DIETRICHSON/COVERT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: for the Burroughs softball program, $100 from C & L Aluminum, $100 from the Placentia family, $100 from T & T Alignment, $100 from Motion Tire, $250 from EZ Rentals and Sales, $100 from Pinchem Plastering, $250 from Ridgecrest Autoworks, $100 from Teresa's Auto Body, $100 from Pearson's Recycling, $100 from Carl Stoffel, $100 from Guild Mortgage, $100 from Cindy & Company Hair Design, $250 from Windows, Walls 'N Floors, $100 from Saaty Investments, $250 from Frey's Gun Shop, $100 from Alonge's Sports World, $250 from Desert Garage Door, and $100 from Gary Charlon Insurance; and from Roxann Gibbs, a printer to the Burroughs math department. ROCKWELL/DIETRICHSON

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

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

Motion passed to appoint Suzanne Clark and a replacement member to the Citizens' Oversight Committee as recommended by the committee's subcommittee on membership. She will serve in one of the statutorily required positions as parent of a child attending school in the district. COVERT/ROCKWELL

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

9.3 Adoption of Board Meeting Calendar for the 2009-10 School Year

Motion passed to adopt the following regular meeting dates for the 2009-10 school year: July 17, August 20, September 3, September 17, October 1, October 15, November 19, December 10, 2008 and January 21, February 4, February 18, March 4, March 18, April 15, May 6, May 20, and June 17, 2009. Meetings will be held at 7:00 p.m. in the Ridgecrest City Council Chambers. DIETRICHSON/COVERT

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

9. GENERAL ADMINISTRATION

9.4 Establishment of Board Travel Budget for 2009-10 and Protocol for Approval of Board Travel *(Goal #3, #5)*

In an effort to respond to the current budget shortfall, motion passed to set the board's travel budget at $18,700 for the 2009-10 fiscal year, a reduction of fifteen percent. The motion included the board's commitment to evaluate and approve all board travel on a case by case basis. COVERT/DIETRICHSON

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

9.5 Adoption of Resolution #40 0809, Classified Employee Week *(Goal #5)*

Motion passed to adopt Resolution #40 0809. This resolution declares the week of May 17-23, 2009, as Classified Employee Week in recognition of the valuable contributions of classified employees to the programs and students of the district. ROCKWELL/COVERT

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

10. CONSTRUCTION ADMINISTRATION

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

Mr. Auld provided updates on the status of the evaluation of the seismic study at Burroughs High School, the infrastructure project at Burroughs High School, and the Faller, Pierce, Inyokern, Las Flores, and Richmond modernization projects. He provided an update on the district's efforts to secure state matching funds and the possibility of bridge financing. Details were included in his report and are also available at the district office upon request.

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract Extension with Program Management and Owner Advocacy (Bruce Auld) to Provide Comprehensive Owner Advocacy to the District during the District's Modernization and Construction Programs *(Goal #3, #4)*

Motion passed to approve the extension of the contract with Bruce Auld during the duration of the district's modernization and construction programs or no later than four years after the effective date of the contract renewal of July 1, 2009. The contract rate was reduced by Mr. Auld by 10% for the 2009-10 school year in consideration of the current budget issues. COVERT/DIETRICHSON

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

11. BUSINESS ADMINISTRATION (continued)

11.2 Approval of Blanket Authorization to Utilize the California Multiple Award Schedule (CMAS) for District Purchases for 2009-10 *(Goal #3, #4)*

Motion passed to authorize blanket approval for the use of CMAS contracts for the 2009-10 fiscal year as required by the Office of the Kern County Superintendent of Schools. COVERT/DIETRICHSON

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

12. CONSENT CALENDAR

12.1 Approval of Contract with the Accounting Firm of Brown, Armstrong, Paulden, McCowan, Starbuck, Thornburgh, & Keeler, Accountancy Corporation (Brown Armstrong) for Auditing Services for the 2009-10 Fiscal Year *(Goal #3)*

12.2 Approval of Contract Renewal with Susan Stuart & Associates to Provide Professional Services in Reserving School Facilities Program Funds for Modernization and New Construction Projects

12.3 Appointment of 2009-10 California Interscholastic Federation (CIF) League Representatives for Burroughs High School *(Goal #2)*

12.4 Approval of Waivers of the California High School Exit Exam for Students with Disabilities, CAHSEE Waivers #1 0809 through #9 0809 *(Goal #1, #5)*

12.5 Approval of Recommendation for Expulsion, Expulsion Cases #15 0809 through #18 0809

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

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

12. FUTURE AGENDA

13. ADJOURNMENT was at 8:30 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Jane Brooks

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 13, 2009

TIME OF MEETING: 5:15 p.m.

PLACE OF MEETING: District Office Conference Room "A"

MEMBERS PRESENT: Covert, Farris, Rockwell, Scott

MEMBERS ABSENT: Dietrichson, Johnson, Pearl

STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was lead by Mr. Rockwell.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. PERSONNEL ADMINISTRATION

2.1 Adoption of Decision of Administrative Law Judge Regarding Reduction in Force of Certain Certificated Employees for the 2009-10 School Year and Authorization for the Superintendent to Serve Final Layoff Notices on those Certain Certificated Employees

Motion passed to adopt the decision of the administrative law judge regarding reduction in force of certain certificated employees for the 2009-10 school year and authorize the superintendent to serve final layoff notices on those named employees. COVERT/ROCKWELL

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

3. ADJOURNMENT was at 5:20 p.m.

THE BOARD OF EDUCATION

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Kurt Rockwell, Vice President/Clerk Joanna Rummer, Secretary to Board

3. PROGRAMS AND PRESENTATIONS

3.1 Recognition of Laura Hickle and the Sierra Sands Unified School District from the League of California After School Providers for Exemplary Practice in the Delivery of After Achool Program Services

The Sierra Sands Unified School District was recognized at a state conference of the League of California After School Providers for exemplary practice in the delivery of after school program services. Mrs. Rummer will recognize Laura Hickle for her efforts toward providing an outstanding program for district students and in securing this recognition for the district.

3. PROGRAMS AND PRESENTATIONS

3.2 Presentation of the Sierra Sands Community Service Award to the Rotary Club of China Lake

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

CURRENT CONSIDERATIONS: The Rotary Club of China Lake supports the community in a variety of ways, but some of their most significant contributions come in the way of support for the youth of the valley. Rotary sponsors Interact Clubs at Burroughs High School and at Immanuel Christian School, and they organize and facilitate an annual *Ethics in Leadership* conference. These youth programs allow participants to discover more about themselves and the world by participating in community projects, leadership training, and cultural exchanges. Young people also learn about the principles of ethics, service, and fellowship that Rotarians exemplify. This year, the clubs collected and filled 40 boxes of supplies to be donated to servicemen over seas. Rotary then picked up the cost of the postage. The students collected dental hygiene supplies and sent them to Honduras, and the Rotary Club sent three students to the Rotary Youth Leadership camp and training program in Ojai where they learned leadership skills, problem solving, and networking.

The Rotary Club of China Lake also supports students annually with a robust scholarship program. The club holds an annual Dollars for Scholars auction to raise money for the program, and all items for the auction are donated by club members and the community. This year, sixteen scholarships totaling $14,000 were offered. Over $150,000 in scholarships have been awarded over the last ten years. Rotary supports younger students also. They donate $1,000 each year to allow local fifth graders the opportunity to tour Cerro Coso Community College and learn at a young age that college is fun, attainable, and important.

Other Rotary activities that support the youth in the valley include the sponsorship of an annual essay contest, donations of dictionaries (204 last year), and students are always invited to attend Rotary meetings and events.

SUPERINTENDENT'S RECOMMENDATION: It is the pleasure of the Board of Education to recognize the Rotary Club of China Lake as the Sierra Sands Community Service Award recipient for 2008-09.

3. PROGRAMS AND PRESENTATIONS

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

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

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

Burroughs High School: Jim Paris is president of the Burroughs Music Boosters. Under his leadership, the band room got a 41" LCD TV that is used daily for PowerPoint announcements and lessons. Mr. Paris was instrumental in arranging to purchase and outfit two large trailers that replaced the monthly U-Haul rentals. Just a few months ago, a long term project came to fruition when an additional 40' storage container was installed next to the Parker Performing Arts Center. This acquisition allowed for a 20' storage container to be relocated near the football stadium so that during football season, large instruments and equipment don't have to be transported back and forth between the band room and the field. Mr. Paris has donated so much energy and time in order to make the Burroughs High School music program the best ever. He will be missed as he is admired and appreciated by all who know him.

Mesquite High School: Many years ago, in response to some student unrest on the Mesquite High School campus, the district developed and implemented SEEP (Students Ethically Educating Peers), a class that helps with anger management, conflict resolution, and peer mediation. This class needed complete privacy and confidentiality. St. Michael's Anglican Church next door, being a good neighbor, shared the district's concern and Father Ken Richards volunteered the use of St. Michael's as a meeting place for the class. The class has been conducted there two quarters each school year ever since. A few years later Mesquite needed more space for CAHSEE testing. St. Michael's again came to the rescue when Father JP Wadlin offered the use of the Sunday School rooms at the church for this purpose three times each year. Mesquite High School is very appreciative of its friends at St. Michael's, Fr. JP and church secretary Melody Witham, for being such good neighbors.

James Monroe Middle School: Sandee Roberts has been the PTSO president at James Monroe Middle School this year. Her daughters Haylee and Kaitlynn attend James Monroe. Mrs. Roberts also served on the PTSO at Las Flores. This year Mrs. Roberts coordinated the effort to create James Monroe Honor Roll car window stickers. Its great to see cars driving around the valley proudly displaying these beautiful stickers. She created a brochure showcasing the school and designed a t-shirt as well. She organized the PTSO Tiger reading program in which over a quarter-million pages were read by James Monroe students. Mrs. Roberts helped with Red Ribbon Week by providing supplies for the door decorating contest. She added a first-time component to the Haunted Gym event—a children's carnival with games and prizes for young children. She was a supportive basketball mom, driving players to games, securing donations for uniforms and bags, and helping with the end-of-season banquet. The Valentine's Dance that she and the PTSO hosted was an enjoyable event for students. She also spearheaded the McTeacher Night at McDonald's that raised $1000.00. Right now she is organizing events for the end of the year, including a family movie night and a reception for eighth graders on the morning of promotion. Mrs. Roberts has done all of this work despite the fact that she works full-time and travels often. James Monroe Middle School is grateful for her can-do attitude and her pleasant way of getting things done.

Murray Middle School: The Rose Award recipient for Murray Middle School is Dick Dickson. Dick has been an active volunteer for the past six years. He has had four children go through Murray. His passion is music. He has helped Mr. Lacher with music field trips, plays in the jazz band, and does general volunteer work for the music department at Murray. Dick has been on the Murray School Site Council and Superintendent's Council for the past six years. He is very task oriented and does a great job assessing the school goals and determining the amount of time and money available to spend on the goals each year. Recently he has taken an active part in communicating with the governor's office regarding the California budget and its effects on the school district. Dick is a great asset for Murray!

Faller Elementary School: Vicki Seaman has been chosen Faller's Rose Award winner for her nine years of service to Faller School. She began in 2000 when her daughter Alicia entered kindergarten and has continued until her son Kevin leaves this year for middle school. Vicki has held many volunteer roles at Faller. For the last two years, she has put together fabulous school yearbooks. She became a member of Faller PTO in 2000 and has held a variety of positions, including School Historian. You see her frequently taking pictures at Faller events. She has also been a room mom every year. She enjoys helping out during Pride Days, FAME, Book Fair, Junior Olympics, and on numerous field trips. She just recently attended Camp KEEP as a counselor with the fifth grade class. One of her favorite times to volunteer is during Ocean Month in May when she gets to assist some classes dissecting clams. Faller School would like to say thank you to Vicki Seaman for her many hours of selfless dedication.

Gateway Elementary School: Since Gateway opened its doors in 1993 Carin Miles has been an active PTO member and parent volunteer. Her many contributions include holding PTO offices, volunteering in her children's classrooms, face painting for the carnival, organizing and running Gator Days, and carving beautiful peacocks from fruit for the Superintendent's Council meeting. Sadly her youngest child Sierra will be leaving Gateway and venturing off to middle school, but the Gateway community is sure that its loss will be a middle school's gain. Gateway says thank you for being a great Gateway Gator, Carin! Once a gator, always a gator.

Inyokern Elementary School: A common phrase used by some volunteers is, "If you need me, call me". However, with Julie Ann Pennix the call doesn't need to be made. She sees the need and finds a solution before a call needs to be made. Julie Ann helps at all levels of school activities. In the classroom, she serves as room mother and classroom volunteer. As a member of Inyokern's Parent Teacher Organization, Julie Ann serves as secretary and actively participates in schoolwide activities such as the Fall Festival, fund raising events, family nights, and pride days. As a matter of fact, she keeps a "weed watch" on the school garden and often stops to weed the garden after dropping off her two children at school. In addition, Julie Ann serves as the PTO member to the Superintendent's Council. As an elected member of Inyokern's School Site Council, Julie Ann has stepped in as a substitute secretary on many occasions. She serves on SSC sub-committees. Julie Ann is truly dedicated to doing everything that she can to make Inyokern Elementary School a welcoming, safe, and great place to learn.

Las Flores Elementary School: Denise Allen is the Rose Award recipient for Las Flores School. Denise serves as PTO president. Because of her dedication, she contributes a tremendous amount of time and energy, resulting in terrific assemblies for Las Flores students, endless support for the teachers, and quality family nights. In addition to serving on the School Site Council, she volunteers in the classroom. She also volunteered to take over the school yearbook and has done an outstanding job in meeting all deadlines to ensure that the school year ends with a treasure of memories. She is a "yes" person who is dedicated to the success of all Las Flores students, teachers, and families.

Pierce Elementary School: Pierce School is happy to recognize Mrs. Kris Bertolini as its Rose Award recipient this year. Mrs. Bertolini just moved to Ridgecrest this year with her two boys. Kolten is in first grade and Josef is in fourth grade. Even though she is new to the school, she saw a need during morning drop-off time and stepped up to the plate to help out. Someone was needed to greet the carpool riders and assist them with getting to the front sidewalk every morning. Mrs. Bertolini volunteered to do this duty each morning for the students. Even though she told Mrs. Barnes that she might not be there if it was too windy or raining, she managed to be out front to greet the students from 8:30 to 9:00 every single morning unless her own children were home sick.

Pierce Elementary School (continued): She also volunteered for both of her sons' teachers and worked in the library with Mrs. LoPresti. Pierce School would like to thank Mrs. Bertolini for keeping students safe and greeting them each morning with a big smile and a cheery "Hello" Who could ask for a better way to start the day!

Richmond Elementary School: Ruth Schreiver arrives at Richmond in a buzz of activity with an infections laugh. Ruth is one of the most positive and enthusiastic Richmond supporters. Her contagious enthusiasm draws in others to participate as volunteers. She is one of the charter members of the "Read with Me" before-school tutors for primary children. She is always there when needed - in the library, AR lab, or reading with students in the classroom. When she stepped out to have a baby (only after completing her work at school that same day), Mrs. Ford had to find three other volunteers to take her place! Ruth demonstrates the patience and sensitivity needed to work with reluctant readers. The reading boost she gave students was phenomenal. Her classroom teacher said, "She is a remarkable parent and volunteer. I have honestly never met anyone as kind and as enthusiastic as Ruth is. Her enthusiasm is an inspiration to the students and to me as well."

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

3. PROGRAMS AND PRESENTATIONS

3.4 Recognition of Site and District Employees of the Year

BACKGROUND INFORMATION: The Employee of the Year program was established by the district in 2004 to recognize outstanding job performance by individuals within the district. Each site nominates and then selects a certificated and classified employee to receive this honor. The district certificated and classified Employees of the Year are selected by the members of the superintendent's cabinet after a review of the site/department winners. The district Administrator of the Year is selected by the management team from a ballot vote.

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

Connie Abshire, Murray
Ahsan Ahmad, Burroughs
Holly Bergevin, Mesquite
Amanda Brannon, Richmond
Masami Burgner, SELPA/PSS
Jan Burke, Personnel
Linda Christiansen, SELPA/PSS
Wanda Gregarek, District Office
Martha Harkey, Burroughs
Genoveva Heumann, Mesquite
Holly Ho, Pierce
Margaret Holm, Inyokern
Toni Jones, Food Service/Warehouse
Karen Kelly, Las Flores
Marilyn Kincaid, Faller
Adam Larroque, Monroe
Elaina McMahon, Richmond
Lorie Mendes, Las Flores
Sara Olson, Pierce
Ernestina Palerm-Garcia, Burroughs
Chris Pate, Support Services
Sharlone Paxton, Burroughs
Terry Schwichtenberg, Inyokern
Rebecca Smith, Gateway
Mark Suroez, Faller
Lynn Venhaus, James Monroe
Dave Vigneault, Burroughs
Carol Walton, Gateway
Mary Wegener, Transportation
Maria Wigton, Murray
Terri Wright, Curriculum/S.P./Tec.

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

Certificated: Sharlene Paxton
Classified: Adam Larroque
Administrator: Laura Hickle

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

3. PROGRAMS AND PRESENTATIONS

3.5 Presentation of Service Awards to District Retirees

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

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

- Masami Burgner – District psychologist, 1974-2009
- Ron Carter – Principal of Las Flores School, 1990-2009
- Don Crouse – Burroughs High School athletic director, 1977-2009
- Margaret Dubois – Special Education program specialist, 1980-2009
- Rini Duzanne – Richmond School teacher, 1996-2009
- Jeanette Marshall – James Monroe teacher, 1997-2009 (presented posthumously)
- Carol Walton – Gateway School teacher, 1986-2009
- Joretta Adams – Custodian and transportation monitor, 1993-2009
- Glenda Adamson – Food service manager at James Monroe, 1991-2009
- Sandi Alonge – Business Office administrative secretary, 1990-2009
- JoAnne Barbee – Payroll clerk, 1991-2008
- Sharon Gillespie – Food service assistant at James Monroe, 1988-2009
- Genoveva Heumann – Paraprofessional at Mesquite High School, 1992-2009
- Josephine Lewallen – Custodian at James Monroe, 1994-2009
- Wynn Musser – Custodian at Murray, 1998-2009
- Warren Nelson – Custodian at Burroughs, 1988-2009
- Art Patterson – District skilled craftsman, 1989-2009
- Irene Rizzardini – Paraprofessional at Gateway School, 1980-2009
- Peggy Scofield – Library specialist at Murray, 1992-2009
- Phyllis Simpson – SELPA administrative secretary, 1965-2009

SUPERINTENDENT'S RECOMMENDATION: President Scott and Mrs. Rummer will introduce retirees and present service awards to each in recognition of their service to the district. A brief reception will follow these presentations to greet and congratulate retirees and other award recipients.

4. PUBLIC HEARING

4.1 Initial Contract Proposal for Reopeners for 2009-10 from the Desert Area Teachers Association to the Board of Education

BACKGROUND INFORMATION: The Desert Area Teachers Association submitted its initial contract proposal for reopeners for 2009-10 to the board at its regular meeting of May 7, 2009.

CURRENT CONSIDERATIONS: A public hearing provides time for comment on this proposal.

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the initial contract proposal for reopeners for 2009-10 from the Desert Area Teachers Association to the Board of Education.

DESERT AREA TEACHERS ASSOCIATION

Sunshine Proposal

July 1, 2009 – June 30, 2010

April 14, 2009

Sunshine Proposal

From Desert Area Teachers Association

To Sierra Sands Unified School District

ARTICLE III

SALARY

2009-2010 Salaries and Benefits:

•DATA and the District will continue with the "true up" process. This accomplishes the Association's and District's goal of a comparable total compensation package to similar school districts.

•The District agrees to pay any increases to benefits and step and column costs for 2009-2010.

ARTICLE XI

TRANSFERS

Section I – Formalize RIF and lay-off procedures with regard to categorizing teacher employment as to Special Education, Elementary Multiple Subject, Single Subject Middle and High School assignments. Specify displaced teacher procedure in the event of a RIF.

ARTICLE VI

WORK HOURS

Section C – Teachers and their site administrator will work together to streamline adjunct duties in light of increases in class size and classroom demands.

Section F1 – Teachers shall serve no more than one duty per day.

ARTICLE XX

PEER ASSISTANCE AND REVIEW

New Section D: Assistance will be offered to teachers not already mentored through BTSA or an intern program. PAR Consulting Teachers will provide assistance to those teachers who request it and will be paid through PAR funds.

4. PUBLIC HEARING

4.2 Annual Review of Participation in the Regional Occupational Program (ROP) and Public Hearing for the Purpose of Reviewing Participation in ROP Programs *(Goal #2, #3)*

BACKGROUND INFORMATION: The Sierra Sands Unified School District Regional Occupation Program is one of seven programs in the East Kern region. This region consists of Court and Community ROP, El Tejon Unified ROP, Kern County Superintendent of Schools ROP, Mojave ROP, Muroc ROP, and Tehachapi ROP. The Sierra Sands program is the largest and most comprehensive program offered in the region. The current allocated cap is 194.46.

The Sierra Sands ROP program is currently operating nine different courses and has an enrollment of 381 students. The following chart shows the participation over a three year period.

	2005-2006	2006-2007	2007-2008	2008-2009
Enrolled students	357	393	381	381
% of Juniors/Seniors enrolled in a ROP course	41%	43%	43%	44%
Earned ADA	223.55	243.36	237.22	186.70 (est.)
ADA Cap	179.14	182.44	186.84	194.46

The quality of training, completion rate, placement rates, and employment rates exceed the county expectations and county performance. The earned ADA for Sierra Sands in ROP showed a drop in 2008-09. Therefore, the Plan for Programs for the 2009-10 school year is mainly focused on increasing current enrollment levels to ensure the district meets its allocated cap, reaching under represented groups of students, and pursuing additional industry certification for participants. Pre-enrollments for 2009-10 are above the 2008-09 level.

CURRENT CONSIDERATIONS: Section 52304.1 of the Education Code requires the governing board of a school district to review and assess the participation of students in grades 11 and 12 in ROP programs and to develop a plan to increase the participation of these students. In addition, the board is required to hold a public hearing for the purpose of reviewing the participation of these students and the adoption of the plan.

FINANCIAL IMPLICATIONS: ROP is a Tier 3 flexibility program and will receive a budget cut this year and next. The ROP program budget for the 2009-10 school year is anticipated to decrease from $2,900 per ADA to $2,690 per ADA up to the allowed cap and $2,500 per ADA over the cap. Anticipated funding is expected to be $502,599. This amount does not include additional funds that may be allocated by the county in each June.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education receive the information regarding the 2008-09 Annual Review of Participation in KCROP. It is also recommended that the Board of Education hold a public hearing for the purpose of reviewing the participation of these students and adopt the Plan of Programs for maintaining enrollment, reaching under represented groups of students, and exploring additional opportunities for postsecondary credit.

KERN COUNTY SUPERINTENDENT OF SCHOOLS
KERN COUNTY REGIONAL OCCUPATIONAL PROGRAM

Annual Review of Participation in KCROP 2008-09

Section 52304.1 of the Education Code requires the governing board of a school district to review and assess the participation of students in grades 11 and 12 in Regional Occupational Programs (ROP) and to develop a plan to increase the participation of these students. In addition, the board is required to hold a public hearing for the purpose of reviewing the participation of these students and the adoption of the plan.

The following KCROP courses were offered in the **SIERRA SANDS Unified School District** during the 2008-09 school year and their enrollment was thus:

	Attendance Month:						
COURSE TITLE	3RD	4TH	5TH	6TH	7TH	8TH*	9TH
BURROUGHS H.S.							
AUTOMOTIVE MECHANICS (1006)	20	19	18	18	18	18	17
AUTOMOTIVE MECHANICS (2006)	23	24	22	23	22	21	17
AUTOMOTIVE MECHANICS (3006)	14	13	12	12	12	11	10
BUSINESS CAREERS COOP	20	23	21	21	21	21	23
BUSINESS GRAPHICS	11	11	11	11	10	10	12
CONSTRUCTION TECH (1007)	4	4	4	4	4	4	0
CONSTRUCTION TECH (2007)	10	10	10	10	10	12	11
CONSTRUCTION TECH (3007)	23	24	17	16	15	17	25
CRIMINAL JUSTICE (1138)	30	30	29	29	29	31	29
CRIMINAL JUSTICE (2138)	32	33	33	34	33	32	28
HEALTH CAREERS (1019)	15	15	15	15	15	14	11
HEALTH CAREERS (2019)	18	17	17	17	17	18	19
HEALTH CAREERS (3019)	17	14	13	13	13	13	12
RETAIL CAREERS COOP (1119)	2	2	2	2	2	8	9
RETAIL CAREERS COOP (2119	23	25	24	23	23	23	32
TELEVISION & VIDEO PRO (3108)	18	17	16	17	16	16	14
TELEVISION & VIDEO PRO (4108)	16	16	16	16	16	15	15
MESQUITE H.S.							
RESTAURANT CAREERS (1021)	15	17	22	19	19	15	25
RESTAURANT CAREERS (2021)	16	19	20	16	16	15	23
TOTALS	**327**	**333**	**322**	**316**	**311**	**314**	**332**

*NEW SEMESTER

KCROP classes are open to those 16 years of age or older. The courses are intended for 11th and 12th grade students and adults.

Of the 381 students enrolled at the end of the 9TH attendance month, 2/21/09, 324 were high school juniors and seniors; and 8 were 10th graders. On 2/21/09, there were 742 juniors and seniors enrolled in **BURROUGHS** and **MESQUITE High Schools**. The number enrolled in KCROP classes, therefore, is approximately 44% of the juniors and seniors enrolled in **SIERRA SANDS Unified School District**

Funding for the KCROP activity is based on units of Average Daily Attendance (ADA). For ROPs, a unit of ADA is defined as one student's attendance for 525 hours of class time. The present estimate of ADA for 2008-09 is 186.70. The present CAP for the **SIERRA SANDS Unified School District** is 195.46.

The above information has been reviewed by the district and the following action(s) will be taken to help students learn about the KCROP offerings:

1. Recruiting efforts are focused on restoring enrollment levels to 2007-2008 numbers within the current funding limitations/ reductions.
2. Results from surveys and other student input is used to modify offerings and numbers of sections.
3. Articulation efforts with the community college and creation of additional certification opportunities will be pursued.
4.
5.

Please send a copy of your district's action plan to KCROP, 15926"K" Street, Mojave, CA 93501.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Single Plans for Student Achievement for Las Flores and Inyokern Schools, 2009-10 School Year *(Goal #1, #2, #3, #4, #5)*

BACKGROUND INFORMATION: All schools receiving state and federal categorical program funds are required to develop site-level educational plans addressing annual program priorities. These plans, developed by site staffs and school site councils, define actions to meet annual goals. Sierra Sands Unified School District schools have consistently incorporated the district's strategic plan goals and action components in their Single School Plans for Student Achievement, thereby aligning school-level program priorities with districtwide goals and priorities. In addition, site plans address programmatic requirements of the state and federal categorical programs in which each school participates.

Once a Single Plan for Student Achievement has been developed by the school site council, it must be reviewed continually to determine which goals, strategies, and expenditures should be modified to ensure that the program is current and capable of meeting the needs of all of the school's students. Modifications in the plan to reflect changing needs and priorities of the school are made by the school site council and presented to the board as needed.

CURRENT CONSIDERATIONS: Instructional program priorities for the 2008-09 school year were established and included in site plans last spring, and preliminary budgets were developed to support these identified priority areas. Revisions and updates to single school plans were made by staffs and school site councils on an ongoing basis during the fall and winter of 2008-09 to reflect current school year priorities. Further modifications to school plans, especially in the area of budget, were necessitated as a result of the state's current budget issues.

Due to the uncertainty in categorical programs, flexibility provisions, and the inclusion of most programs into Tier 3, it is difficult to accurately revise the site plans at this time. All sites will be significantly revising plans once the state of the budget is more clear in early fall 2009 and all plans will be presented to the board for approval in the fall. The two plans being submitted to the board for approval at this time are Inyokern and Las Flores Elementary Schools. It is necessary to submit these two plans to meet compliance requirements. Inyokern has added goals regarding English Language Learners as required as a result of Categorical Program Monitoring, and Las Flores has added additional goals addressing their Title I status.

FINANCIAL IMPLICATIONS: Board approved Single Plans for Student Achievement are required for schools receiving categorical funding.

SUPERINTENDENT'S RECOMMENDATION: It is recommendation that the Board of Education approve the Single Plans for Student Achievement for Inyokern and Las Flores Elementary Schools as presented.

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of an Eighth Grade Advancement Via Individual Determination (AVID) Course and James Monroe and Murray Middle Schools *(Goal #1, #2)*

BACKGROUND INFORMATION: Advancement Via Individual Determination (AVID) is a college preparatory program for students who are economically disadvantaged and/or underachieving. Students are provided support to enable them to succeed in rigorous curricula, enter mainstream activities in school, and increase their opportunities to enroll in four-year colleges. AVID was developed in 1980 and has been successfully implemented in California, nationally, and internationally. AVID is a data driven program centered on student outcomes and supported by extensive independent research, evaluation, and the AVID Data Collection System to validate its results.

CURRENT CONSIDERATIONS: The board approved implementation of the AVID program at the high school at its regularly scheduled meeting on March 19, 2009. Both middle school principals have been actively involved in the informational meetings provided by the Region 8 AVID Coordinator throughout the year and have introduced the AVID program to their staff, faculty, site councils, and PTSO to determine the level of interest in the program. All stakeholder groups support implementation of AVID at the middle school level.

Implementation of an eighth grade AVID course will provide well prepared students for the high school AVID program. Students enrolled in the eighth grade course will enter the high school with full knowledge of requirements necessary to successfully meet the "a-f" college entrance criteria. The objectives of middle-level AVID are much the same as in high school. Modifications at the middle school level include a focus on college awareness rather than college applications, and a focus on literacy and mathematical understanding rather than explicit preparation for admission to a university. In short, the goal of middle-level AVID is successful transition to a high school curricular path that will lead to college. AVID data indicates improvement in the percentage of students who complete "a-f" requirements. It is also a recommended program to address the achievement gap that exists among subgroup performances. A course outline for the eighth grade AVID course is provided for your review.

FINANCIAL CONSIDERATIONS: Both middle schools receive Economic Impact Aid funding specific to addressing the needs of economically disadvantaged and English learner students. This categorical state funding is in Tier 1 which means there will be no reductions or flexibility to the allocation. The cost of implementation of this course at each middle school site is anticipated to be $15,000 per year with a one-time cost of $500 for instructional materials.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve implementation of an eighth grade AVID course at the middle schools as presented with implementation beginning in the fall of 2009.

SAMPLE

AVID Elective Grade 8

COURSE TITLE:: **AVID (Advancement Via Individual Determination)**

CODES: _____

RECOMMENDED PREREQUISITES: Between 2.0 and 3.25 GPA; average or above standardized test scores, especially in math; enrollment in Pre-Algebra or higher; student interview; high student motivation; positive attitude; parent contract, first in family to attend college.

LENGTH OF COURSE: Two semesters

CREDITS: _____

GRADE LEVELS: 8

I. COURSE DESCRIPTION

The eighth grade AVID course is an elective class for students who are academically in the "middle" and motivated to improve their academic performance. Many of the students will be first-generation college attendees, from families that might not have considered college as an option. Students are selected on the basis of test scores, teacher recommendations, and individual desire, supported by family agreement, to prepare for college entrance.

The goal of the AVID elective class is to help each student obtain higher grades in academically challenging courses by learning comprehensive study skills, writing, inquiry, collaboration and reading (WICR) strategies, and by participating in bi-weekly tutorials conducted by college/peer tutors weekly. The course includes WICR strategies, organizational strategies, study skills, career and college exploration, test-taking skills and motivational activities.

II. MAJOR OBJECTIVES

The students will:

1. Learn time management.
2. Practice goal-setting skills.
3. Create a five-year academic plan.
4. Demonstrate Cornell note-taking skills.
5. Practice oral language skills through impromptu and demonstration speeches as well as curricular and tutorial activities.
6. Work effectively in collaborative groups led by college/peer tutors.
7. Practice team building to develop a sense of pride and community.

8. Learn strategies for test preparation.
9. Be exposed to Socratic Seminar.
10. Participate in activities which promote college awareness, cultural understanding and a sense of shared responsibility.
11. Explore critical and creative thinking strategies.
12. Develop and refine reading and writing skills according to state standards.
13. Demonstrate vocabulary development for academic advancement.
14. Establish an 8th grade AVID portfolio.
15. Establish and maintain organized student binders.
16. Collaboration toward college-going goals with family and school community including transitions to high school.
17. Enroll in a course based upon learning algebraic skills.

III. COURSE CONTENT

A. Collaborative work with college tutors
B. Introduction to High School and College life
C. Formal essay writing (Autobiographical Incident; Description of a Place; Explanation of a Process; Analysis of a Character)
D. Expository Writing including similarities and differences
E Listening skills and Oral skills
F Cornell Note taking and summarizing skills
G. Inquiry skills including Philosophical Chair and Socratic Seminars
H. Reading skills with emphasis on comprehension, inferences, and synthesis..
I. Study skills
J. Test-taking skills
K. Time-management
L. Vocabulary development

IV. RECOMMENDED TEXTS

The AVID Middle School Libraries

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of a Grade Level Intervention Course to Support Students in the Core Curricula, Grades 6-8 *(Goal #1, #2)*

BACKGROUND INFORMATION: Students are expected to master the California content standards for all core curricula at proficient or higher as they progress through each grade level. California Education Code requires that supplemental instruction and intervention be provided to all students who do not demonstrate sufficient progress in meeting grade level standards. New California frameworks provide strategies and systematic guidance on how to implement effective programs.

CURRENT CONSIDERATIONS: Staff has developed an intervention course to be offered to targeted students within the school day to support grade level standards specific to middle school core curricula. Implementation of this course will extend the current best practices in place at the elementary level using *Step Up to Writing*, academic language development, and ExLL (Extended Literacy Learning) strategies. Additional emphasis will be placed on grade level content area literacy, vocabulary, English Language Development, and CAHSEE preparation.

FINANCIAL CONSIDERATIONS: Both middle schools receive Economic Impact Aid funding specific to addressing the needs of economically disadvantaged and English learner students. This funding is in Tier 1, which means there will be no reductions or flexibility to the allocation. The cost of implementation of this course at each middle school site is approximately $30,000 per year. There may be an additional one-time cost of one set of core instructional materials, estimated at $13,500, which will be paid out of the instructional materials fund if current supplies are not adequate.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve implementation of a grade level intervention course at the middle schools as presented with implementation beginning in the fall of 2009.

Sierra Sands Unified School District
Course Outline

Site: James Monroe and Murray Middle Schools

Department: English, Social Science, Science, Mathematics

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

Course Description:
The ALAS course is an elective designed to improve the academic language, reading, and writing skills of middle school students across the content areas. Emphasis is on increasing students' reading comprehension strategies, vocabulary, and metacognitive strategies for reading informational text (non-fiction) with comprehension, fluency, and writing skills that prepare the student to successfully complete core classes, become proficient on the California Standards Test, and the California High School Exit Exam (CAHSEE).

Recommended Prerequisites:
The criteria below will be used to assist with the identification of ALAS students:

- A score of Below Basic or Basic range in language arts on the California Standards Test
- English learners who need vocabulary development
- A grade point average that indicates a performance level below proficiency in the core curriculum

Purpose/Goals:

1. Develop content area literacy, including reading comprehension, academic language development, and writing applications, in the content area of language arts, social science and science using grade appropriate English Language Arts standards as a guide for instruction and assessment.
2. When working with English Learners, both English Language Arts standards and English Language Development standards will be used to guide instruction.
3. Develop Academic Language Skills which includes vocabulary knowledge of:
    - Multiple meanings of many English words
    - Academic words that occur with frequency in academic texts across all academic domains.
    - Academic words that are at the appropriate challenge level for middle school students and have properties that provide opportunities for teaching transferable word study strategies (Greek/Latin roots, suffixes/prefixes, cognates, polysemy, etc.).
    - The ability to handle increasing word complexity and length over time.
    - The understanding of complex sentence structures and the corresponding syntax of the English language.

4. Understand the structure of a text, including the organization of expository paragraphs, the function of transitions such as therefore, and in contrast, and a wide a range of vocabulary that appears more often in text than in oral conversations.
5. Use prior knowledge of word origins and word relationships, as well as historical and literary context clues, to determine the meaning of specialized vocabulary and to understand the precise meaning of grade-level-appropriate words in grade level text including the history and science text books.
6. Read and understand grade-level-appropriate material including history and science text books. Describe and connect the essential ideas, arguments, and perspectives of the text by using knowledge of text structure, organization, and purpose.
7. Write clear, coherent, and focused essays. Writing should show awareness of the audience and purpose. Essays contain formal introductions, supporting evidence, and conclusions.
8. Write narrative, expository, persuasive, and descriptive texts of at least 500 to 700 words in each genre. Writing should demonstrate a command of standard American English and research, organizational, and drafting strategies.
9. Write and speak with a command of Standard English conventions (sentence structure, grammar, punctuation, capitalization, and spelling) appropriate to the grade level.
10. Deliver well-organized formal presentations employing traditional rhetorical strategies (e.g., narration, exposition, persuasion, description).

Grade/Level(s): 6^{th}-8^{th}

A-G Requirement: No

Type of Course: Elective

Course Length: Semester/one year

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

Supplemental Texts/Materials:

- Step Up to Writing
- *What's Happening*, a Standards Based publication
- High Point Level A, B, and C
- Word Generation: Middle School Literacy Development Using Academic Language

Board Approval: Revised:

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

Kathleen Rice
Counselor – BHS
Effective 6-5-09

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 08-09 year
Christina MacGregor
Shanon Bromley

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Juanita Castillo *(Layoff)*
1.8 hr. Bilingual Paraprofessional - Murray Middle School
Effective 06-30-09

Terri Combs *(Layoff)*
3 hr. Paraprofessional - Gateway Elementary
Effective 06-30-09

Karla Dunn *(Layoff)*
1 hr. Paraprofessional - Faller Elementary
Effective 06-30-09

Phillip Hill *(Layoff)*
Supervisor of Custodial Services - Maintenance
Effective 06-30-09

Maria Josephson *(Layoff)*
1¼ hr. Transportation Monitor - Transportation
Effective 06-30-09

Lisa Key *(Layoff)*
1 hr. Custodian - Inyokern/ASES
Effective 06-30-09

Melissa Lenderman *(Layoff)*
2 hr. Clerk II - Gateway Elementary
Effective 06-30-09

Maria Montes *(Layoff)*
1 hr. Paraprofessional - Pierce Elementary
Effective 06-30-09

Karenza Williams
5½ hr. Paraprofessional - Richmond Elementary
Effective 05-01-09

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (continued)

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

Brenda Brown
From: 8 hr. Custodian - Faller, Gateway, and James Monroe *(Position Eliminated)*
To: 8 hr. Custodian – Burroughs High School
Effective 06-15-09

Abigael Cortez
From: 2 hr. Bilingual Paraprofessional - Burroughs (*Position eliminated)*
To: 5½ hr. Paraprofessional - Richmond Elementary
Effective 07-01-09

Roberta Flanigan
From: 8 hr. School Bus Driver I - Transportation
To: 6¾ hr. School Bus Driver I - Transportation
Effective 07-01-09

Holly Ho
From: 5½ hr. Paraprofessional - Pierce Elementary *(Position eliminated)*
To: 5½ hr. Paraprofessional - James Monroe Middle School
Effective 07-01-09

Heather Moulton
From: 8 hr. Paraprofessional/Student Supervisor - Burroughs *(Position eliminated)*
To: 5½ hr. Paraprofessional - Burroughs High School
Effective 07-01-09

Lana Telles
From: 5½ hr. Paraprofessional - Community Day School *(Position eliminated)*
To: 5½ hr. Paraprofessional - Richmond Elementary
Effective 07-01-09

Darla Thompson
From: 8 hr. School Bus Driver II - Transportation
To: 8 hr. School Bus Driver I - Transportation
Effective 07-01-09

8. PERSONNEL ADMINISTRATION

8.3 Declaration of Need for Fully Qualified Teachers for the 2009-10 School Year

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

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

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

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the Declaration of Need for Fully Qualified Educators for the 2009-10 school year as presented. Adoption of this declaration is a prerequisite to the issuance of any emergency permit in the specific areas of anticipated need for fully qualified educators.

State Of California
Commission On Teacher Credentialing
Certification, Assignment and Waivers Division
Box 944270
Sacramento, CA 94244-2700

Telephone:
(916) 445-7254 or (888) 921-2682
E-mail: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2009-2010

☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Sierra Sands Unified School District District CDS Code: 73742

Name of County: Kern County CDS Code: 15

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 21 / 09 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2010.

Submitted by (Superintendent, Board Secretary, or Designee):

Joanna Rummer		Superintendent
Name	*Signature*	*Title*
760-375-3338	760-375-3363	
Fax Number	*Telephone Number*	*Date*

113 Felspar, Ridgecrest, CA 93555
Mailing Address

jrummer@ssusd.org
E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Ernie Bell		Asst. Supt. of Human Resources
Name	*Signature*	*Title*
760-35-1253	760-375-4852	
Fax Number	*Telephone Number*	*Date*

113 Felspar, Ridgecrest, CA 93555
Mailing Address

ebell@ssusd.org
E-Mail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD (applicant already holds teaching credential)	3
BCLAD (applicant already holds teaching credential)	
List target language(s) for BCLAD:	
Resource Specialist	4
Teacher Librarian Services	1
Visiting Faculty Permit	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	4
TOTAL	4

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. We use University Intern Programs

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 8

If yes, list each college or university with which you participate in an internship program.

CSU Bakersfield; CSU San Bernardino; Chapman University, Antelope Valley & Victor Valley; National University, Bakersfield; Azusa Pacific, Bakersfield; Point Loma University, Bakersfield; CalTeach, Fresno

If no, explain why you do not participate in an internship program.

8. PERSONNEL ADMINISTRATION

8.4 Request for Temporary Waiver of Teacher Proficiency Requirements (California Basic Educational Skills Tests) for Substitute Teachers for the 2009-10 School Year

BACKGROUND INFORMATION: The district anticipates that there may be a continued shortage of substitute teachers given the size of the community and its remote location.

CURRENT CONSIDERATIONS: The Commission on Teacher Credentialing allows districts to apply for a temporary waiver of teacher proficiency requirements (California Basic Educational Skills Test) for substitutes, provided the governing board declares that the district has been unable to recruit enough day-to-day substitute teachers who have had an opportunity to take and pass the California Basic Educational Skills Test (CBEST). This enables substitute teacher applicants who have not had the opportunity to take CBEST, but who are otherwise qualified, to be employed until the results of the next administration of CBEST are known. This will help to ensure that the district has an adequate number of substitute teachers available to meet its day-to-day needs. The district anticipates employing less than ten substitutes on variable term CBEST waivers for the 2009-10 school year.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board declare that the district has been unable to recruit enough day-to-day substitute teachers for the 2009-10 school year who have had an opportunity to take and pass the CBEST.

9. GENERAL ADMINISTRATION

9.1 Adoption of the Academic Calendar for the 2010-11 School Year *(Goal #1, #2, #3, #5)*

BACKGROUND INFORMATION: The district calendar committee was initially formed in February 2003 to develop recommendations for the 2003-04 academic calendar. The committee currently develops recommendations for each succeeding year's academic calendar. Committee members represent DATA, CSEA, DAGA, management, and parents, as well as elementary, middle, and high school levels.

CURRENT CONSIDERATIONS: The calendar committee met during the spring of 2009 in order to develop recommendations for the 2010-11 academic calendar. The committee considered many issues such as staff development days, the state testing window, and student attendance patterns (e.g., low attendance days), as well as staff and parent input in making their final recommendation. Staff and parent input was sought through the superintendent's council, management team, and surveys conducted by DATA, CSEA, and DAGA. The committee's recommendation reflects input from the school district community regarding a variety of issues with the academic calendars for the last four years including fewer "non-school days" during the school year and maintaining the week-long Thanksgiving break. Features of the proposed 2010-11 calendar include:

- All teachers will report on August 23, 2010.
- August 20, 2010 and June 10, 2011 are optional teacher work days with the teacher selecting which one will be a work day.
- Instruction will begin on Tuesday, August 24, 2010.
- Three non-school days are designated on the three days prior to the Thanksgiving holiday when the district traditionally experiences lower student attendance.
- The last day of instruction will be Thursday, June 9, 2011. Burroughs High School graduation will remain on the Friday following the last day of instruction.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the 2010-11 academic calendar as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Academic Calendar for 2009-10

JULY 2009			1	2	3	July 3--Independence Day
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

AUGUST 2009	3	4	5	6	7	August 13—New Teacher Orientation
	10	11	12	13	14	August 14—Optional Teacher Work Day
	17	18	19	20	21	August 17—1st Teacher Work Day
	24	25	26	27	28	August 18—1st Day of Instruction
	31					**No Inservice Days

SEPTEMBER 2009		1	2	3	4	
	7	8	9	10	11	September 7 --Labor Day
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

OCTOBER 2009				1	2	
	5	6	7	8	9	October 12-- Columbus Day
	12	13	14	15	16	October 16—End of 1st Quarter
	19	20	21	22	23	
	26	27	28	29	30	

NOVEMBER 2009	2	3	4	5	6	November 5—End of 1st Trimester
	9	10	11	12	13	November 11--Veteran's Day
	16	17	18	19	20	November 23-25—Non School Days
	23	24	25	26	27	November 26, 27--Thanksgiving
	30					

DECEMBER 2009		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	Dec 24 and Dec 25-- Classified Holidays
	28	29	30	31		Dec 21-Jan 1—Winter Recess

JANUARY 2010					1	January 1--New Year's Day
	4	5	6	7	8	
	11	12	13	14	15	January 15—End of 1st Semester
	18	19	20	21	22	January 18—Martin Luther King Jr. Birthday
	25	26	27	28	29	

FEBRUARY 2010	1	2	3	4	5	
	8	9	10	11	12	February 12--Lincoln's Birthday
	15	16	17	18	19	February 15--Washington's Birthday
	22	23	24	25	26	

MARCH 2010	1	2	3	4	5	March 5—End of 2nd Trimester
	8	9	10	11	12	
	15	16	17	18	19	End of 3rd Quarter
	22	23	24	25	26	March 22-26—Spring Break
	29	30	31			

APRIL 2010					1	2	April 2--In Lieu of Admission Day
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

MAY 2010	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					May 31--Memorial Day

JUNE 2010		1	2	3	4	June 3—Last Day of Instruction
	7	8	9	10	11	June 4—Optional Teacher Work Day
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

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

MINIMUM DAY SCHEDULE

ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL
November 16, 17, 18, 19, 20	October 28, 29, 30	August 26
December 18	December 18	September 16
	January 14, 15	October 21
March 10, 11, 12		December 18
May 27, 28		January 13, 14, 15 and 20
June 1, 2, 3	June 2, 3	June 1, 2, 3

(Originally adopted 6/19/08) - Revised Draft Copy for Board 4-16-09 – revisions in yellow

9. GENERAL ADMINISTRATION

9.2 Approval of Minimum Day Schedule for the 2010-11 School Year *(Goal #1, #2, #3, #5)*

BACKGROUND INFORMATION: With the approval of the academic calendar for the 2010-11 school year, the board must also determine minimum days with the exception of those days set forth in the collective bargaining agreement with the Desert Area Teachers Association (DATA).

CURRENT CONSIDERATIONS: The proposed minimum day schedule for 2010-11 reflects the minimum day schedules for the previous three academic calendars.

The proposed minimum days for the 2010-11 academic year are:

ELEMENTARY SCHOOL

November 15	Parent Conferences
November 16	Parent Conferences
November 17	Parent Conferences
November 18	Parent Conferences
November 19	Parent Conferences
December 17	Day Before Winter Recess
March 9	Parent Conferences
March 10	Parent Conferences
March 11	Parent Conferences
June 3	DATA Collective Bargaining Agreement
June 6	DATA Collective Bargaining Agreement
June 7	DATA Collective Bargaining Agreement
June 8	DATA Collective Bargaining Agreement
June 9	DATA Collective Bargaining Agreement

MIDDLE SCHOOL

October 27	Parent Conferences
October 28	Parent Conferences
October 29	Parent Conferences
December 17	Day Before Winter Recess
January 13	Final Examinations
January 14	Final Examinations
June 8	Final Examinations
June 9	Final Examinations

HIGH SCHOOL

December 17	Day Before Winter Recess
January 12	Final Examinations
January 13	Final Examinations
January 14	Final Examinations
June 7	Final Examinations
June 8	Final Examinations
June 9	Final Examinations

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the 2010-11 minimum day schedule as presented.

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel

BACKGROUND INFORMATION: At the regular meeting of the board on May 7, 2009, the board set its travel budget for the 2009-10 fiscal year and established a protocol that requires the board to authorize all board member travel based upon the value of the travel and the status of the board's travel budget when evaluating each request.

CURRENT CONSIDERATIONS: Although the 2009-10 fiscal year is yet to begin, it is the understanding of staff that the board wishes to begin to follow the protocol for approving board member travel now.

Amy Covert, as the board's designated representative for NAFIS activities, is requesting authorization to travel to Nashville, Tennessee on June 26-28, 2009 to attend the summer conference of the NAFIS Section 8002 Federal Property group. Cost of travel is estimated as follows:

Conference registration	$150
Hotel (2 nights @ $185+taxes)	$410
Meals (3 days @ $50 per day)	$150
Roundtrip shuttle airport to hotel	$38
Miscellaneous	$50
Airfare	No cost, using ticket voucher
Estimated total cost of travel	$798

FINANCIAL IMPLICATIONS: There are sufficient funds available in the board's 2008-09 travel budget to cover these estimated cost of $798 for this travel.

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

10. CONSTRUCTION ADMINISTRATION

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

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.

CURRENT CONSIDERATIONS:

Burroughs High School CTE Building

- Seismic Study: Earlier this week, Mission Geological submitted what is considered the final report to the California Geological Survey (CGS), answering point by point the final several concerns. The district will be surprised if any additional study will be required. No further trenching is required.
- Fire Flow: NAWS has been more than cooperative in assisting the district's consultant. It appears that the NAWS side of the system is capable of providing sufficient pressure. It now appears that the issue is on the district side, dropping by as much as 15 psi. The probable cause is variable supply lines throughout the system, some being eight inches in diameter while some are six inches in diameter. This will be corrected with the replacement of the supply lines this summer.
- Final DSA Structural Approval: As the CGS and fire flow issues are cleared, a structural approval meeting will be scheduled with DSA in mid June.
- Delivery Model: Burroughs High School is located on federal property, which under current law does not allow for lease/lease-back. As such, the district is requesting informal RFPs from the top ten construction management (CM) firms in the western region. In August, the district will submit for your approval a CM firm to oversee the construction of the CTE building.

Burroughs High School Infrastructure Project: A job walk was conducted on May 12, with several follow-ups occurring by request. As of this writing, none of the contractors working with NAWS are considering this work. Nonetheless, there is considerable interest in this work. Bid opening is scheduled for May 19. The GMP will be submitted to the board on Friday, May 22, 2009. Mobilization is scheduled for June 8. The first component is trenching commencing "shot gun (golf)" style. There will be at least 10,000 feet of trenching, which will in the end contain in excess of 60,000 feet of conduit, wire, pipe, concrete, etc. It is anticipated that this project will run at least six day weeks consisting of twelve hour days. This project has now become the primary focus of the design/construction team. The district will ask NAWC (Empire Challenge) to aerial photo progress on a daily basis as part of their annual surveillance exercise.

Faller Elementary School:

- The HVAC retrofit is 100% complete.
- An HVAC mold issue has been mitigated.
- The final layer of the roof replacement will be complete in two weeks. The roof is currently water-tight with one minor repair.
- Twenty-four of twenty-six structural retrofit items are complete.
- Infrastructure replacement is 90% complete. As such, much of the work in Building B is complete. Finishes occur very quickly. Turn-over of Building B is anticipated by mid June.

Considerable discussion has occurred over the past few weeks over the fire rating of Building B. The original DSA approved plans called for a one-hour rated ceiling throughout the building. The fire rated ceiling was installed according to original plan throughout the building, except the administrative area, part of the kindergarten room, and over the student restrooms. There has been considerable debate over the need for the originally required fire rated ceiling. The new plans provide more than twice the original exits, nearly one per classroom, which Westberg +White assert eliminates the one-hour fire rating requirement. As of this writing, DSA, which has been fully apprised of this circumstance, is not raising this as an issue.

It is anticipated that Faller will be returned in total to the district on or about August 1. Carpet and wall improvements will be made in the relocatable and modular buildings over the summer, as well as converting Building A to a true multipurpose room. As such, everyone at Faller will be packing and moving.

The original plan called for accordion walls in the multipurpose room. These are being swapped for new windows in Buildings A and B, which were not seismically rated.

In retrospect, Building B, was structurally flawed by its original construction. The modernization project and the keen eyes of Chris Lilly's PVC team allowed for the seismic retrofit that brings this building to current code.

The state match application has been formally/officially submitted.

Pierce Elementary School

- HVAC retrofit is nearly complete. HVAC units will be reinstalled thereafter.
- Infrastructure improvements are 80% complete.
- Finishes are commencing.

It is anticipated that turn-over of some buildings will occur in late June and the entire campus by August 1.

The state match application has been formally/officially submitted.

Inyokern and Las Flores Elementary Schools

Plans and packing are well underway.

IN SUM: Four campuses are packing and will move this summer. This sounds immense but truly is the norm in school modernization. It is a sacrifice to be made for greatly improved instructional environments for students (the short-term users) and faculty (the long-term users). Just as one example, and likely the "poster-building," Faller Building B is safer by great measure than the original construction, thanks to an experienced and alert team.

SCOPE: If all goes according to current schedule, Faller, Pierce and the Burroughs High School infrastructure project will be completed by start of school 2009. Inyokern, Rand, Las Flores and the Burroughs High School CTE building should be complete by the start of school 2010.

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

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrants

CURRENT CONSIDERATION: "A" and "B" warrants released in April 2009 are submitted for approval. "A" warrants totaled $2,496,563.50. "B" warrants totaled $1,086,157.14.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT'S RECOMMENDATION: Approve "A" and "B" warrants for April 2009 as presented.

This list represents the "A" and "B" warrants released during the month of **April 2009**
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

Type of Payroll	Amount
End of month certificated	$1,745,839.44
End of month classified	$594,743.70
10th of month certificated	$88,470.10
10th of month classified	$67,510.26
Total "A" Warrants	$2,496,563.50

"B" WARRANTS

Register Number		Amount
Batch	125	$60,820.85
Batch	126	March
Batch	127	Food Service
Batch	128	March
Batch	129	Food Service
Batch	130	$384,586.19
Batch	131	March
Batch	132	$94,472.13
Batch	133	$0.00
Batch	134	$106,926.22
Batch	135	$44,628.35
Batch	136	$88,940.74
Batch	137	Food Service
Batch	138	$3,733.90
Batch	139	$24,756.09
Batch	140	$69,796.16
Batch	141	$95,218.71
Batch	142	Food Service
Batch	143	May
Batch	144	May
Batch	145	Food Service
Batch	146	May
Batch	147	$112,277.80
Total "B" Warrants		$1,086,157.14

12. CONSENT CALENDAR

12.2 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of a State Preschool Program in 2009-10 *(Goal #1, #2, #5)*

BACKGROUND INFORMATION: Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool located at Inyokern Elementary in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool program and serve students at Pierce Elementary School also. An additional application in 2008-09 resulted in an additional state preschool site on the Faller Elementary School campus.

Sierra Sands has contracted with High Desert Leapin' Lizards, Inc since 2005-06 to operate the district's state preschool program. Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Pre-School Children. Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. is required. The contract has been reviewed by Schools Legal Service. The terms and conditions of this year's contract remain the same with the exception of an increase to $36,000 for the start-up advance (item 13) to reflect the additional preschool site and an increase from $1,000 to $1,500 per site for an administrative fee (item 15).

FINANCIAL IMPLICATIONS: Funding for the state preschool is provided by the State of California through the CDE Child Development Services. Preschool is a protected Tier 1 program. Funding currently totals $509,211 for the three sites.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of a state preschool program at Faller, Inyokern, and Pierce School sites for the 2009-10 school year as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S
CHILD DEVELOPMENT PROGRAMS

This Agreement, effective July 1, 2009, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards, Inc. hereinafter the "PROVIDER."

RECITALS

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

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

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

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

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

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

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

A. Annual projected budget – due by May 15 for approval.
B. Annual projected calendar stating child days of operation – Due May 15 for approval.
C. Financial reports – Private provider's reports due bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
D. All line item budget revisions – due as requested, must be approved prior to change.
E. Attendance reports - due by the 10th of each month.

F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
G. Estimated final financial report – due July 5.
H. Final financial report for State – due July 31.
I. Agency Annual Report– due to CDE by June 1 annually.
J. Copy of Independent audit – due December 31, annually.

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

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

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

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

Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the Child Development Division directives, and the PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

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

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

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing

within 45 days when personnel changes occur which may affect the provision of services to DISTRICT students.

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

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

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

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

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

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

13. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of $36,000. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement

less $3,600/month for 10 consecutive months. The PROVIDER will report all interest and parent fees earned if applicable.

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

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

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

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

    Administrative costs will not exceed 15 percent of direct/indirect (8% cap) allowable, reimbursable costs directly related to the provision of childcare and development services. The PROVIDER will be allocated an administrative fee of $4,500 ($1,500 per site) for the 2009-2010 contract.

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

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

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

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

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

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

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

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

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

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

PROVIDER shall maintain limits of insurance no less than:

A. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage, personal injury, and completed operations. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit ($2,000,000).

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

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

D. Workers' compensation and employer's liability as required by the state in which the services are performed: $1,000,000/$1,000,000/$1,000,000.

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

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

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

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

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

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by

certified mail, return receipt requested, has been given to the DISTRICT and the State of California .

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-:VII.

D. PROVIDER shall furnish the DISTRICT with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by the DISTRICT before services are provided.

19. The term of this agreement shall be from July 1, 2009 to and including June 30, 2010.

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

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

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

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

PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of

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

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

    A. Increase in dollar amounts or rates.

    B. Administrative changes.

    C. Changes required by law or regulations.

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

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

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

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

	DISTRICT:	PROVIDER:
	_____	_____
Name	Joanna Rummer	
Title	Superintendent:	High Desert Leapin' Lizards, Inc.
		TAX ID Number_____

EXHIBIT A

FUNDING TERMS AND CONDITIONS
Standard provisions for State Contracts
Funding Terms and Conditions may be located at
http://www.cde.ca.gov/fg/aa/cd/index.asp

EXHIBIT B

FUNDING PAGE
(Based upon FY 2008-2009 contract)

Program	**Sierra Sands Unified**	**State Preschool** Inyokern, Pierce, and Faller
Funding Amount	$509,211	
Child Days of Enrollment-minimum	24282.8	
Potential Enrollment	144 students	(24 X 2 sessions X 3 sites)
CDE Contract #	CPRE-8091 15-7374-00-5	
Maximum Daily Rate	$20.97	
Minimum Days of Operation	210 days	

12. CONSENT CALENDAR

12.3 Authorization to Pay Travel Expenses for Community Members to Attend the Health Science Educators Institute in Support of a District Grant to Enhance Health Careers Pathways *(Goal #2, #3, #5)*

BACKGROUND INFORMATION: In March 2008, the Sierra Sands Unified School District submitted a "Health Science Educators Institute" grant application to the California Department of Education. These competitive grants are awarded to school sites developing or currently engaged in health science career pathways and enable pathway teams composed of teachers, administrators, counselors, postsecondary partners, and industry partners to attend the California Health Science Educators Institute on June 29-July 1, 2009, in Sacramento, California. Awardees receive $100,000 to attend the institute and develop a strategic plan for developing, enriching, or improving their health science career pathway during the 2008-09 school year.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District was notified in May 2008 that they had received a $100,000 Health Science Building Capacity grant. In January 2009, an additional $50,000 grant award was also received. A team of local educators and community health professionals are participating in the grant activities. Two administrators, two English teachers, one science teacher, and the ROP health careers teacher will be attending the conference. In addition, one employee from Ridgecrest Regional Hospital (Sandra Gilliam) and two post-secondary representatives (Cerro Coso employees Heather Ostash, guidance counselor; and Cheryl Gates, health science instructor and department chair) are part of the pathway team and will attend the conference.

Board approval is required to reimburse non-employees for travel.

FINANCIAL IMPLICATIONS: Travel expenses for each non-school district participant are anticipated to be $615 per person, which includes hotel, registration, and meals. The grant will support the cost of this travel.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the participation of Mrs. Gilliam, Mrs. Ostash, and Mrs. Gates at the Health Science Educators Institute and pay necessary travel expenses estimated to be $615 per person.