

# SIERRA SANDS UNIFIED SCHOOL DISTRICT

## Board of Education Regular Meeting

JUNE 14, 2018  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusd.org](http://www.ssusd.org)

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

## A G E N D A

### CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Ernest M. Bell, Jr., Superintendent

### MOMENT OF SILENCE

#### 1. ADOPTION OF AGENDA

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

#### 2. APPROVAL OF MINUTES of the special meetings of June 7, 2018, June 4, 2018, and the regular and special meetings of May 17, 2018.

#### 3. PROGRAMS AND PRESENTATIONS

#### 4. PUBLIC HEARING

- 4.1 Public Hearing for the Proposed Local Control Accountability Plan (LCAP)
- 4.2 Sierra Sands Unified School District Budget for Fiscal Year 2018-19
- 4.3 Statement of Reasons for Assigned and Unassigned Fund Balances for Fiscal Year 2018-19

## 5. REPORTS AND COMMUNICATIONS

### 5.1 Student Member's Report

### 5.2 Reports from Members of the Board

### 5.3 Superintendent's Report

- Enrollment Update

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

### 5.5 Report to the Board of Trustees by the California School Employees Association

### 5.6 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 the Consolidated Application for Funding Categorical Programs, 2018-19 School Year

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.1 Approval of Revisions to Board Policy/Administrative Regulation 0420, School Plans/Site Councils

### 7.2 Approval of Revisions to Board Policy 6171, Title I Programs

### 7.3 Approval of Revisions to Board Policy/Administrative Regulation 6161.1, Selection and Evaluation of Instructional Materials

### 7.4 Presentation of Revisions to Board Policy/Administrative Regulation 5123, Promotion/Acceleration/Retention

### 7.5 Presentation of Revisions to Board Policy 6162.5, Student Assessment

### 7.6 Presentation of Administrative Regulation 6161.11, Supplementary Instructional Materials

### 7.7 Approval of Revisions to Board Policy 6179, Supplemental Instruction

### 7.8 Approval of Revisions to Board Policy/Administrative Regulation 5022, Student and Family Privacy Rights

### 7.9 Approval of Revisions to Board Policy 0410, Nondiscrimination in District Programs and Activities

### 7.10 Approval of Revisions to Board Policy 5131.2, Bullying

- 7.11 Approval of Revisions to Administrative Regulation and New Exhibit 5125.1, Release of Directory Information
- 7.12 Approval of First Read and Adoption of Board Policy/Administrative Regulation 5145.13, Response to Immigration Enforcement
- 7.13 Approval of Revisions to Board Policy/Administrative Regulation 5145.3, Nondiscrimination/Harassment
- 7.14 Approval of Revisions to Board Policy/Exhibit 5145.6, Parental Notifications

## 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 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Negotiations for 2017-18 and 2018-19
- 8.4 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education
- 8.5 Ratification of Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Negotiations for 2017-18 and 2018-19
- 8.6 AB 1200 Documentation for the Ratification of a Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education

## 9. GENERAL ADMINISTRATION

- 9.1 Gifts to District
- 9.2 Approval of Revisions to the 2018-19 Academic Calendar
- 9.3 Approval of Amendment to the Superintendent's Contract

## 10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approve a Purchase Order with C-Below Subsurfacing Imaging, Inc. to Provide Underground Utility Survey Services as Part of the New Murray Middle School Project
- 10.3 Approval to Enter Into a Purchase Order with Standard Tools and Equipment Company to Provide and Install a Paint Booth for the Wood Shop for the Burroughs High School Modernization Project
- 10.4 Approval to Enter into Amendment #3 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Burroughs High School Modernization Project
- 10.5 Approve a Purchase Order for Gutter and Downspout Materials and Installation Services with NSP3 for the New Murray Middle School

- 10.6 Approval of a Proposal for Construction with Griffin Excavation and Paving for Installation of the Additional ADA Parking Spaces as Part of the New Murray Middle School Project

## 11. BUSINESS ADMINISTRATION

- 11.1 Approval to Solicit Request for Proposals from Experienced Architectural Firms for a Long-Range Facilities Master Plan
- 11.2 Adoption of Resolution #34 1718 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

## 12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Approval of Recommendation for Expulsion, Expulsion Case #09 1718
- 12.3 Approval of Preschool Self-Evaluation Annual Report for the 2017-18 School Year
- 12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2018-19
- 12.5 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2018-19 School Year
- 12.6 Approval of Recommendation for Expulsion, Expulsion Case #10 1718
- 12.7 Approval of Interdistrict Attendance Agreement (Fortune)

## 13. FUTURE AGENDA

## 14. ADJOURNMENT

The next regular meeting of the Board of Education will be July 19, 2018.

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

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



SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 7, 2018

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: District Office

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. GENERAL ADMINISTRATION

2.1 The board met in a workshop session to discuss the district LCAP and budget.

No action was taken.

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

THE BOARD OF EDUCATION

---

Kurt Rockwell, Vice President/Clerk

---

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 4, 2018

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: District Office

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CLOSED SESSION

2.1 The board conducted an evaluation of the superintendent.

3. ADJOURNMENT was at 10:00 p.m.

THE BOARD OF EDUCATION

---

Kurt Rockwell, Vice President/Clerk

---

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Concurrent Special Meeting of the Board of Education

DATE OF MEETING: May 17, 2018

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott

STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus.

10. CONSTRUCTION ADMINISTRATION

- 10.9 Approve a Purchase Order with PVC Plumbing & Mechanical, Inc. to Provide Construction of Various Urgent and Unforeseen Work as Part of the Burroughs High School Modernization Project
- 

Motion passed to approve the purchase order as presented. FARRIS/SCOTT

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

14. ADJOURNMENT

THE BOARD OF EDUCATION

---

Kurt Rockwell, Vice President/Clerk

---

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

## SIERRA SANDS UNIFIED SCHOOL DISTRICT

### Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: May 17, 2018  
TIME OF MEETING: 6:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

#### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

#### 2. CLOSED SESSION

##### 2.1 Public Employee Discipline/Dismissal/Release pursuant to Government Code section 54957

No action was taken.

##### 2.2 UCP Appeal to the Board

The board voted to sustain the decision of the district related to a parent complaint filed under Board Policy and Administrative Regulation 1312.3 and have denied the appeal.

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

2.3 The board met in closed session with the superintendent to discuss negotiations with all three bargaining units. No action was taken.

#### 3. ADJOURNMENT

### THE BOARD OF EDUCATION

---

Kurt Rockwell, Vice President/Clerk

---

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: May 17, 2018  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Summer Devore.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 10.9 on the Concurrent Agenda being heard following Item 10.8. The Inyo-Kern Schools Financing Authority agenda item will be heard before Item 12.1 on the regular agenda.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of April 26, 2018 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Summer Devore, Student Board Member for Her Service for the 2017-18 Spring Semester

Board President Amy Castillo-Covert and Superintendent Ernie Bell presented Summer Devore with her name plate and a certificate of appreciation for her service as student board member for the 2017-18 spring semester.

3.2 Presentation of the Sierra Sands Community Service Award to the Indian Wells Valley Concert Association

Board President Amy Castillo-Covert and Superintendent Ernie Bell presented the 2017-18 Sierra Sands Community Service Award to Ann Norris and Bob Covington of the Indian Wells Valley Concert Association for their generous support of the students of Sierra Sands.

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

Principals of each school joined President Castillo-Covert, Assistant Superintendent Ostash, and Superintendent Bell in presenting 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 district.

### 3.4 Presentation of Sierra Sands Service Year Pins

---

Board President Castillo-Covert and Superintendent Bell recognized employees marking their 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> years of service at Sierra Sands.

### 3.5 Presentation of Service Awards to District Retirees

---

Board President Castillo-Covert, Superintendent Bell, and Assistant Superintendent Ostash presented hourglasses to retiring district employees for their distinguished and dedicated service to the district.

President Castillo-Covert temporarily adjourned the meeting at 7:50 p.m. for a brief reception to greet and congratulate the award recipients and retirees. The meeting reconvened in open session at 8:05 p.m.

- 3.6 School Reports: Gateway Elementary School and Inyokern Elementary School presented site strengths and needs to the board.

## 4. PUBLIC HEARING

## 5. REPORTS AND COMMUNICATIONS

### 5.1 Student Member's Report

Burroughs High School: Students have enjoyed a great year. There are many ASB sponsored events happening. The senior class is preparing for awards ceremonies, the grad night trip to Magic Mountain, Commencement, and Safe Grad Night.

James Monroe Middle School: District 5<sup>th</sup> grade students visited Monroe, were given a school tour by WEB students, and counselors spoke to them about class choices. The food truck themed Open House was an enjoyable success.

Murray Middle School: Students were able to hear speeches from next year's ASB candidates. Forty Mathletes competed in Bakersfield. Many fun activities are taking place as school comes to a close.

Mesquite High School: Twenty-six Mesquite students have graduated with five more expected. Mesquite is proud to announce that WASC has awarded them a six year accreditation. Many end of year activities are taking place including graduation on May 31, 2018.

### 5.2 Reports from Members of the Board

Board member Tim Johnson thanked teachers and staff for hosting classroom Open Houses. He looks forward to attending the CSBA Delegate Assembly in Sacramento on May 19-20, 2018.

Board president Amy Castillo-Covert voiced concern about a pending push to turn the current Impact Aid program into a voucher program.

5.3 Superintendent's Report

Superintendent Ernie Bell reported enrollment is up by 27 students over this time last year. He announced some of the many end of year activities being held throughout the district. He thanked Dr. Ostash for an outstanding Employee of the Year reception that was held on May 9, 2018.

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

Vanessa Vaughn, President of the Desert Area Teachers Association, thanked educators throughout the district for their dedicated effort to students over the past year.

5.5 Report to the Board of Trustees by the California School Employees Association

No report was given.

5.6 Communications from the public

One member of the public spoke during the public comment period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Annual Budget Plan and the Annual Service Plan for 2018-19 for the Sierra Sands SELPA

---

Motion passed to approve the plan as presented. JOHNSON/SCOTT

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

6.2 Approval of Agreement for Facilitated IEP Training for Staff

---

Motion passed to approve the agreement as presented. JOHNSON/ROCKWELL

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

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

Motion passed to approve Items 8.1-8.2 as presented. SCOTT/JOHNSON

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

8.3 Declaration of Need for Fully Qualified Teachers for the 2018-19 School Year

---

8.4 Waiver Request Enabling the District to Assign Individuals in Certificated Positions without Appropriate Credentials

---

Motion passed to approve Items 8.3-8.4 as presented. ROCKWELL/FARRIS

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

8.5 Approval of Increased Pay Rates for Daily and Long-term Substitute Teachers

---

Motion passed to approve the increased pay rates as presented. SCOTT/JOHNSON

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

8.6 Authorization of Certificated Position: SELPA Instructional Coach

---

Motion passed to authorize the position as presented. JOHNSON/FARRIS

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

8.7 Approval of a Successor Agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education

---

Motion passed to approve the agreement as presented. JOHNSON/SCOTT

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

8.8 AB 1200 Documentation for the Ratification of Tentative Agreement for a Successor Agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education

---

Motion passed to approve the AB 1200 as presented. JOHNSON/ROCKWELL

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

8.9 AB 1200 Documentation for Adjustment of Salary Compensation for Management Employees for 2018-19

---

Motion passed to approve the AB 1200 as presented. JOHNSON/ROCKWELL

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

8.10 AB 1200 Documentation for Adjustment of Salary Compensation for Confidential Classified Employees for 2018-19

---

Motion passed to approve the AB 1200 as presented. JOHNSON/SCOTT

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



## 9. GENERAL ADMINISTRATION

### 9.1 Gifts to the District

---

Motion passed to accept the following gifts: Jim Phillips of PAWZ Guitar Co. donated miscellaneous musical instrument supplies with an estimated cash value of \$153.86 to be used by the Murray Middle School music program, Rocky Maida of 760 Mopar donated miscellaneous office supplies with an estimated cash value of \$400 to be used throughout the district, and Kurt Rockwell donated a 1996 Ford Bronco with an estimated cash value of \$3,500 to be used by the Burroughs High School auto shop. ROCKWELL/SCOTT

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

### 9.2 Adoption of Resolution #31 1718, Change in the Regular Board Meeting Date for June 2018

---

Motion was made to adopt the resolution as presented. FARRIS/SCOTT

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

## 10. CONSTRUCTION ADMINISTRATION

### 10.1 Report to the Board: Construction Activities and Issues

---

Mr. Dennis Franey, Interim Assistant Superintendent of Business Services, introduced Mr. Dave Hall, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Burroughs High School: Construction of the new Administration Building is complete with the courtyard, canopies, and pathways still under construction. Various Phase 1 and 2 punch list operations are ongoing. The soil stabilization contract has been awarded and work has commenced. The pump house roof structure is pending. The auto shop carport canopy remains in process.

Murray Middle School: The remaining work to be completed includes field turf remediation, soil stabilization, sewer meter installation, and demolition of old Murray structures.

### 10.2 Approval to Enter Into an Agreement with Select Trenchless Pipelines for Repair and Relining of Failed Existing Sewer Piping Serving the New Administration Building as Part of the Burroughs High School Modernization Project

---

### 10.3 Approval to Enter into Change Order #17 to Add to the Scope of Work for Hi Desert Construction – General Facilities Contract to Complete Work for the V-Pattern Walkways at the New Administration Building as Part of the Burroughs High School Modernization Project

---

### 10.4 Notice of Completion of Contract – New Murray Middle School Project – DSA Application Number 116198, Awarded to Bravo Concrete Construction for the General Facilities Bid Package in the Amount of \$612,560.00, which was Amended by Change Orders #1 Through 9 in the Amount of \$173,683.70 for a Total Final Contract Amount of \$786,243.70

---

### 10.5 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to Hi Desert Construction to Provide Construction Ser-

VICES for the Auto Shop Bid Package in the Amount of \$424,953.00, which was Amended by Change Order #1 in the Amount of \$8,685.98, for a Total Final Contract Amount of \$433,638.98

---

10.6 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to Siemens Industries, Inc. for the Building Automation Systems Bid Package in the Amount of \$64,285.00

---

10.7 Notice of Completion of Contract – New Murray Middle School Project – DSA Application Number 116198, Awarded to Siemens Industries, Inc. for the HVAC Controls Bid Package in the Amount of \$295,475.00, which was Amended by Change Order #1 in the Amount of \$1,586.70 for a Total Final Contract Amount of \$297,061.70

---

10.8 Approval of Agreement with Hi Desert Construction for Execution of Wind Break Wall Construction at the New Murray Middle School

---

Motion passed to approve Items 10.2 through 10.8 as presented. FARRIS/SCOTT

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

## 11. BUSINESS ADMINISTRATION

President Castillo-Covert temporarily adjourned the Sierra Sands Unified School District board meeting at 9:35 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority. The Sierra Sands Unified School District Board of Education meeting was reopened at 9:36 p.m.

## 12. CONSENT CALENDAR

12.1 “A” & “B” Warrants

12.2 Approval of Perkins Career Technical Education Application for Funding for the 2018-19 School Year

12.3 Approval of the 2018-19 AVID (Advancement Via Individual Determination) Implementation Contract

12.4 Appointment of 2018-19 California Interscholastic Federation (CIF) League Representative for Burroughs High School

12.5 Enter into a Memorandum of Understanding with Achieve Behavioral Assoc., LLC

Motion passed to approve Item 12.1 through 12.5 on the consent calendar as presented.  
FARRIS/JOHNSON

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

## 13. FUTURE AGENDA

President Castillo-Covert would like to see a future discussion item regarding restoration of a music program in the elementary grades.

14. ADJOURNMENT was at 9:40 p.m.

THE BOARD OF EDUCATION

---

Kurt Rockwell, Vice President/Clerk

---

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

#### 4. PUBLIC HEARING

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

---

**BACKGROUND INFORMATION:** As part of the Local Control Funding Formula (LCFF), school districts, County Offices of Education (COE), and charter schools are required to develop, adopt, and annually update a three-year Local Control and Accountability Plan (LCAP). LEAs must obtain parent and public input in developing, revising, and updating LCAPs.

The LCAP is required to identify goals, and measure progress, for student groups across multiple performance indicators. The LCAP and the district budget must be presented at a public hearing prior to the board meeting at which the LCAP and the budget are adopted. The Sierra Sands Unified School District LCAP, followed by the budget, will be presented for approval at the June 28, 2018 special board meeting. Not later than five days after adoption of the LCAP, the governing board shall file the LCAP with the Kern County Superintendent of Schools. County superintendents must review school district LCAPs and ensure alignment of projected spending, services, and goals.

**CURRENT CONSIDERATIONS:** The Sierra Sands Unified School District proposed LCAP is posted on the district website, [www.ssusd.org](http://www.ssusd.org), for review and comment. Comments received from the public hearing, and comments from the district website, will be considered as appropriate to make final revisions to the LCAP.

Included in the LCAP is a timeline that outlines the process the district used to gather stakeholder input and draft the LCAP. Several meetings were held to review district data, determine district needs, and develop goals with actions and services to address the eight state priorities in the LCAP. Stakeholder membership includes staff, parents, students, community members, board members, and bargaining unit members. Data being collected, and progress being made with implementation of LCAP goals, actions, and services, was presented on an ongoing basis to keep stakeholders informed of the status of the LCAP. Revisions were made to the LCAP as stakeholder input was received and considered. As a result of the evaluation of the implementation of this year's LCAP goals, actions, services and expenditures, and the development of an annual comprehensive needs assessment developed by stakeholders, the following revisions have been made to goals, actions, services, and expenditures outlined in the LCAP in order to meet stated goals:

- Align 2018-20 LCAP Goals to the 2017-20 Board Goals as follows:
  - Goal 1: Provide a rigorous academic program which promises college and career readiness.
  - Goal 2: Maximize student engagement and achievement.

Goal 3: Grow family and community partnerships that benefit students.

Goal 4: Guarantee safe and well-maintained facilities.

Goal 5: Develop, value, and retain a high-quality diverse educational team.

- Provide instructional coaching and support for non-credentialed teachers through Extended Day (10 Teachers Extended Day).
- Provide two full time instructional coaches for non-credentialed special education teachers.
- Provide three certificated professional development days to increase/improve services to unduplicated student groups.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board conduct a public hearing on the proposed 2017-2020 LCAP. Stakeholder input will be considered when making final revisions to the LCAP and a final version will be presented to the board for approval at the June 28, 2018 special board meeting.

# Sierra Sands Unified School District

## LCAP Overview

June 7, 2018



# LCAP Composition

1. Plan Summary/The Story: Description of students and community served.
  2. Plan Summary: Highlights
  3. Plan Summary: Review of Progress
  4. Plan Summary: Review of Needs
  5. Plan Summary: Review of Performance Gaps
  6. Plan Summary: Review of Improved/Increased Services
  7. Plan Summary: Budget Summary
  8. Annual Updates on 2017-18 Goals
- 
9. Stakeholder Engagement
  10. Goals/Actions/Expenditures
  11. Increased or Improved Services for Unduplicated Pupils
  12. LCAP Expenditure Summary

# Plan Summary Synopsis

Highlights: LCAP Goals were realigned with 2017-2020 SSUSD Board Goals.

Progress (based on 2017 Fall Dashboard):

- Maintained and/or increase graduation rates for all students (96.2%), Low Income (94.7%), SWD (85.4%/+5%), Hispanic (96.8%), and White (97.9%).
- Maintained 3rd-8th performance on ELA (DF3 -9.8) and Math (DF3 -38.1) assessments .

Review of Needs/Performance Gaps:

- Suspension Rates for all students and nearly all student groups (SWD and African American priority student groups)
- English Learner Progress
- ELA Academic Indicator (7 of 10 student groups in yellow/orange/red ranges).
- Math Academic Indicator (8 of 10 student groups in yellow/orange/red ranges).
- SWD priority student group in both ELA and Math.



# Response to Performance Gaps

## Suspension Rates:

- **Increase** social-emotional support through counseling services.
- Identify and **develop systematic alternatives to suspension** including professional development for administrators.
- **Partner with Kern County Superintendent of Schools in the Continuous Improvement Process (CIP)** to identify a Problem of Practice and Root Causes contributing to the problem, and develop an action plan to address the most significant Root Causes.

## Academic Indicators:

- Provide professional development to **improve "first" instruction**.
- Provide within the school day and outside the school day **academic interventions**.
- **Partner with Kern County Superintendent of Schools in the Continuous Improvement Process (CIP)** to identify a Problem of Practice and Root Causes contributing to the problem, and develop an action plan to address the most significant Root Causes.

# Former LCAP/New LCAP Crosswalk



NEW 2018	Action/Service	OLD 2017	Action/Service
<b>Goal 1</b>	1. Transportation	Goal 1	5. Transportation
	2. Class size average	Goal 1	9. Class size average
	3. AVID	Goal 2	3. AVID
	4. Career Readiness	Goal 1	3. Career Readiness
<b>Goal 2</b>	1. Counseling	Goal 2	8. Counseling
	2. YAC	Goal 4	5. YAC
	3. Software/Data Analysis	Goal 2	10. Software/Data Analysis
	4. Before/After Interven.	Goal 2	11. Before/After Interven.
	5. TLC	Goal 2	12. TLC
	6. METS	Goal 2	13. METS
	7. EL Coordinating	Goal 1	4. EL Coordinating
	8. ALAS Middle Schools	Goal 2	5. ALAS Middle Schools
	9. Supp. ELD 3-5	Goal 2	9. Supp. ELD 3-5
	10. Summer School	Goal 2	6. Summer School
	11. EL Supp./Summer	Goal 2	7. EL Supp./Summer
<b>Goal 3</b>	1. Media Outlets	Goal 4	1. Media Outlets
	2. Translation/Interp.	Goal 1	2. Translation/Interp.
	3. Childcare ELAC/DELAC	Goal 4	4. Childcare ELAC/DELAC
<b>Goal 4</b>	1. SRO	Goal 3	4. SRO
<b>Goal 5</b>	1. Inst. Coaches Ex. Day (10)	N/A	N/A
	2. Sped Coaches (2)	N/A	N/A
	3. Certificated Prof. Dev. Days (3)	N/A	N/A

# Proposed New 2018-19 Actions/Services

- Provide an “extended day” for 10 teachers to support/coach non-credentialed teachers at each site. (Estimated cost \$60,069)
- Provide two full time employees as special education coaches to non-credentialed teachers. We anticipate 14 non-credentialed SPED teachers in our 18-19 workforce. (Estimated cost \$250,050)
- Provide three non-student professional development days to certificated staff to increase/improve services to unduplicated pupils. (Estimated cost \$310,050)



4. PUBLIC HEARING

4.2 Sierra Sands Unified School District Budget for Fiscal Year 2018-19

---

BACKGROUND INFORMATION: Education Code 42127 requires that a public hearing will be conducted prior to the adoption of the district's annual budget.

CURRENT CONSIDERATIONS: An opportunity will be provided for public comment on the district's budget for the 2018-19 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district's budget for the 2018-19 school year. The budget is posted on the district web site at [www.ssusd.org](http://www.ssusd.org).

#### 4. PUBLIC HEARING

##### 4.3 Statement of Reasons for Assigned and Unassigned Fund Balances for Fiscal Year 2018-19

---

BACKGROUND INFORMATION: Education Code 42127(a)(2)(B) requires that a Statement of Reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget be made available at a public hearing prior to the adoption of the district's annual budget.

CURRENT CONSIDERATIONS: School district governing boards are responsible for maintaining fiscal solvency of the school district they govern. Subsequently, Sierra Sands Unified School District reserve levels, as well as its fund balances, are determined by its governing board to meet local priorities and allow the district to save for potential future expected and unexpected expenditures and for eventual economic downturn. The district must be prepared for such eventualities by maintaining fiscally responsible reserves. Sierra Sands Unified School District's board currently maintains a reserve of 5% of expenditures for reserve for economic uncertainty to maintain fiscal solvency, per Board Resolution #29 1011 approved at the regular May 19, 2011 board meeting.

An opportunity will be provided for public comment on the district's Statement of Reasons for the 2018-19 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the district's Statement of Reasons for Assigned and Unassigned Ending Fund Balances for the 2018-19 school year.

District: Sierra Sands Unified  
CDS #: 15-73742

**Adopted Budget  
2018-19 Budget Attachment  
Balances in Excess of Minimum Reserve Requirements**

**Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves**

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

<b>Combined Assigned and Unassigned/unappropriated Fund Balances</b>			
Form	Fund	2018-19 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	\$2,930,607.74	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$0.00	Form 17
Total Assigned and Unassigned Ending Fund Balances		\$2,930,607.74	
District Standard Reserve Level		3%	Form 01CS Line 10B-4
Less District Minimum Reserve for Economic Uncertainties		\$1,758,545.60	Form 01CS Line 10B-7
Remaining Balance to Substantiate Need		\$1,172,062.14	

<b>Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties</b>			
Form	Fund	2018-19 Budget	Description of Need
01	General Fund/County School Service Fund	\$1,172,062.14	Board fund balance policy requiring available reserves of at least 5% of expenditures for economic uncertainty for responsible fiscal management.
Total of Substantiated Needs		\$1,172,062.14	

Remaining Unsubstantiated Balance                      \$0.00                      Balance should be Zero

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

# Sierra Sands Unified School District

## Month 9 Enrollment 2017-2018

SCHOOL	2017-18 YTD%	2016-17 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2017-18 TOTAL	2016-17 TOTAL	CHANGE
FALLER	95.7%	95.2%	87	89	70	79	62	64						451	443	8
GATEWAY	94.8%	95.4%	76	66	91	59	63	66						421	422	-1
INYOKERN	93.8%	94.6%	27	39	31	25	42	27						191	197	-6
LAS FLORES	95.8%	95.6%	90	69	78	89	77	78						481	494	-13
PIERCE	95.5%	94.9%	70	47	56	74	50	59					21	377	369	8
RICHMOND ANNEX	92.0%	92.0%											104	104	97	7
RICHMOND	95.9%	96.0%	73	65	61	60	63	62						384	395	-11
TOTAL K -5	95.2%	95.2%	423	375	387	386	357	356					125	2409	2417	-8
MONROE	94.8%	94.5%							145	135	167		34	481	514	-33
MURRAY	95.4%	95.0%							218	204	212		36	670	642	28
TOTAL 6 -8	95.2%	94.8%							363	339	379		70	1151	1156	-5
BURROUGHS	94.3%	93.9%										1329	64	1393	1360	33
MESQUITE	93.4%	88.0%										86		86	84	2
TOTAL 9 - 12												1415	64	1479	1444	35
17-18 TOTAL	95.1%		423	375	387	386	357	356	363	339	379	1415	259	5039	---	---
16-17 TOTAL		94.9%	443	376	405	355	364	363	339	373	363	1384	258		5017	---
CHANGE		0.23%	-20	-1	-18	31	-7	-7	24	-34	16	31	1	---	---	22

### Elementary K - 5

Regular	2017-18	2016-17
K	423	443
1 - 3	1148	1136
4 - 5	713	727
Special Education		
SDC	125	117
RSP	118	119

### Middle 6-8

Regular	1081	1075
Special Education		
SDC	70	81
RSP	90	88

### High School 9 - 12

Regular	1329	1300
Continuation	86	84
Special Education		
SDC	64	60
RSP	113	104

**Adult** 278 334

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Approval of the Consolidated Application for Funding Categorical Programs, 2018-19 School Year

---

**BACKGROUND INFORMATION:** The Consolidated Application (Con App) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The Consolidated Application must be reviewed and approved by the local governing board and by the District English Language Learner Advisory Committee. Signatures from committee members indicate that the committee members have read, discussed, and had the opportunity to provide input on the application being submitted, and the applicable legal assurances. The winter release of the application is submitted in January of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

**CURRENT CONSIDERATIONS:** The following federal and state programs are included in the Consolidated Application Part I for application and reporting requirement purposes:

- Application for Funding
- Certification of Assurances
- LCAP Federal Addendum Certification
- Protected Prayer Certification
- Other ESEA Nonprofit Private School Participation
- Nonprofit Private School Consultation
- Title I, Part A Nonprofit Private School Participation
- Substitute System for Time Accounting
- Title III, Part A English Learner Student Program Sub-grant Budget

**FINANCIAL IMPLICATIONS:** The Consolidated Application Part I requests approximately \$1,662,222 in funding for the programs listed below. Final funding allocations are received in the fall.

- Title I, Part A- approximately \$1,420,239
- Title II, Part A (Supporting Effective Instruction)- \$203,743
- Title III, Part A (English Learner)- \$38,240
- Title IV, Part A (Student Support)- \$ unknown at this time



The Local Control Accountability Plan (LCAP) and the LCAP Federal Addendum Template (Addendum) must be revised and submitted to the California Department of Education as part of the process for receiving categorical federal funding of approximately \$1,662,222.

**SUPERINTENDENT’S RECOMMENDATION:** It is recommended that the board approve the Consolidated Application Part I for submission to the Department of Education.

## CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra Sands Unified (15 73742 0000000)

[Home](#)
[Data Entry Forms](#)
[Certification Preview](#)
[Certify Data](#)
[Reports](#)
[Contacts](#)
[FAQs](#)

### Data Entry Forms

Below is a list of data entry forms that are open for editing. Certified data that is no longer editable can be viewed in the Reports section.

Filter by Fiscal Year:  By Program:  By Status:

17 Editable Data Collection(s) found.

Fiscal Year 2016-17	Deadline	Status
<a href="#">Title II, Part A Fiscal Year Expenditure Report, 24 Months</a>	June 30, 2018	None
<a href="#">Title III English Learner YTD Expenditure Report, 24 Months</a>	June 30, 2018	None

Fiscal Year 2017-18	Deadline	Status
<a href="#">Title I, Part A Nonprofit Private School Students Served</a>	June 30, 2018	Draft Idecker, 5/21/2018 11:01 AM
<a href="#">Title I, Part A Notification of Authorization of Schoolwide Program</a>	February 28, 2018	Certified Idecker, 2/9/2018 3:25 PM
<a href="#">Title II, Part A Fiscal Year Expenditure Report, 12 Months</a>	June 30, 2018	None
<a href="#">Title III English Learner YTD Expenditure Report, 12 Months</a>	June 30, 2018	None
<a href="#">Title III English Learner Nonprofit Private School Reimbursement</a>	June 30, 2018	Draft Idecker, 5/18/2018 3:27 PM
<a href="#">Homeless Education Policy, Requirements, and Implementation</a>	June 30, 2018	Draft Idecker, 5/18/2018 3:11 PM

Fiscal Year 2018-19	Deadline	Status
✓ <a href="#">Certification of Assurances</a>	June 30, 2018	Certified Idecker, 5/31/2018 8:24 AM
✓ <a href="#">Protected Prayer Certification</a>	June 30, 2018	Draft Idecker, 5/18/2018 8:16 AM
✓ <a href="#">LCAP Federal Addendum Certification</a>	June 30, 2018	Draft Idecker, 5/31/2018 7:38 AM
✓ <a href="#">Application for Funding</a>	June 30, 2018	Draft Idecker, 5/18/2018 9:52 AM
✓ <a href="#">Nonprofit Private School Consultation</a>	June 30, 2018	Draft Idecker, 5/18/2018 9:49 AM
✓ <a href="#">Other ESEA Nonprofit Private School Participation</a>	June 30, 2018	Draft Idecker, 5/18/2018 10:05 AM
✓ <a href="#">Title I, Part A Nonprofit Private School Participation</a>	June 30, 2018	Draft Idecker, 5/23/2018 11:04 AM
✓ <a href="#">Title III English Learner Student Program Subgrant Budget</a>	June 30, 2018	Draft Idecker, 5/18/2018 2:48 PM
✓ <a href="#">Substitute System for Time Accounting</a>	June 30, 2018	Draft Idecker, 5/18/2018 8:26 AM

**2018-19 Application for Funding****CDE Program Contact:**Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/14/2018
---	------------

**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	TBD
DELAC review date	06/07/2018
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	<a href="http://www.ssusd.org">http://www.ssusd.org</a>
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title V, Part B Subpart 2 Rural and Low-Income Grant</b>	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2018-19 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESSA Sec. 5221 SACS 4126	
<b>Title IV, Part A (Student Support)</b>	Yes
ESSA Sec. 1112(b) SACS 4127	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaull@cde.ca.gov](mailto:jpaull@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Ernest M. Bell, Jr.
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/15/2018

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 LCAP Federal Addendum Certification****CDE Program Contact:**Local Agency Systems Support Office, [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov), 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<b>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP</b>	08/10/2017
<b>Charter Schools Enter the adoption date of the charter school LCAP</b>	
Authorized Representative's Full Name	Ernest M. Bell, Jr.
Authorized Representative's Title	Superintendent

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Protected Prayer Certification**

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Ernest M. Bell, Jr.
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/15/2018
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Other ESEA Nonprofit Private School Participation**

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

**CDE Program Contact:**

Anie Wilson, Teacher and Leader Policy Office, [awilson@cde.ca.gov](mailto:awilson@cde.ca.gov), 916-445-5669

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Title II, Part A Improving Teacher and Principal Quality**

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

**Title III Immigrant and English Learner Student Subgrant Program**

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III English Learner Participation	School Added
Panamint Christian School	6151302	25	N	N	N
Immanuel Christian	6934020	113	N	N	N
Adventist Christian School	6974133	11	N	N	N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



**2018-19 Other ESEA Nonprofit Private School Participation**

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III English Learner Participation	School Added
St. Ann	6974166	114	Y	N	N
Calvary Christian	7001902	8	N	N	N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Other ESEA Nonprofit Private School Participation**

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

**CDE Program Contact:**

Anie Wilson, Teacher and Leader Policy Office, [awilson@cde.ca.gov](mailto:awilson@cde.ca.gov), 916-445-5669

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Title II, Part A Improving Teacher and Principal Quality**

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

**Title III Immigrant and English Learner Student Subgrant Program**

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III English Learner Participation	School Added
Panamint Christian School	6151302	25	N	N	N
Immanuel Christian	6934020	113	N	N	N
Adventist Christian School	6974133	11	N	N	N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Other ESEA Nonprofit Private School Participation**

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III English Learner Participation	School Added
St. Ann	6974166	114	Y	N	N
Calvary Christian	7001902	8	N	N	N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2018-19 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

### CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948  
Rina DeRose, Title I Policy and Program Guidance Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

### Note:

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

### Private School's Believed Results of Consultation Allowable Codes

Y1: meaningful consultation occurred

Y2: timely and meaningful consultation did not occur

Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Adventist Christian School	6974133	11	Y	Y	Y	Y1	N

### \*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Nonprofit Private School Consultation**

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Calvary Christian	7001902	8	Y	Y	Y	Y1	N
Immanuel Christian	6934020	113	Y	Y	Y	Y1	N
Panamint Christian School	6151302	25	Y	Y	Y	Y1	N
St. Ann	6974166	114	Y	Y	Y	Y1	N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Title I, Part A Nonprofit Private School Participation**

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

Rina DeRose, Title I Policy and Program Guidance Office, [RDeRose@cde.ca.gov](mailto:RDeRose@cde.ca.gov), 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count			School Added
Adventist Christian School	6974133	11	Y	2			N
Calvary Christian	7001902	8	N				N
Immanuel Christian	6934020	113	N				N
Panamint Christian School	6151302	25	N				N
St. Ann	6974166	114	Y	28			N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2018-19 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No deficiencies are known at this time.

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 Title III English Learner Student Program Subgrant Budget**

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Estimated English learner per student allocation	\$99.05
Estimated English learner student count	345
Estimated English learner entitlement amount	\$34,172

**Note: \$10,000 minimum program eligibility criteria**

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

**Budget**

Professional development activities	\$11,138
Program and other authorized activities	\$11,113
English Proficiency and Academic Achievement	\$11,113
Parent, family, and community engagement	\$808
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	\$0
Total budget	\$34,172

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulation 0420,  
School Plans/Site Councils

---

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

CURRENT CONSIDERATIONS: Board Policy and Administrative Regulation 0420 was last approved in February 2018. This policy has been updated and revised to reflect legal requirements and recent changes in laws. Procedures are clearly outlined and identified according to recommendations by CSBA.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve the revisions to Board Policy and Administrative Regulation 0420, School Plans/Site Councils as presented.

## **School Plans/Site Councils**

*The Governing Board believes that comprehensive planning that is aligned with the district's local control and accountability plan (LCAP) is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.*

*(cf. 0000- Vision)*

*(cf. 0200- Goals for the School District)*

*(cf. 0400- Comprehensive Plans)*

*(cf. 0460- Local Control and Accountability Plan)*

~~The Superintendent or designee shall ensure that schools provide for participation in state-funded school-based programs by establishing and maintaining a school site council as required by law.~~

~~(cf. 0420.5— School-Based Decisionmaking)~~

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

~~(cf. 3515— School Safety and Security)~~

~~(cf. 5144— Student Discipline)~~

~~(cf. 9320— Board Meetings)~~

*Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.*

~~The Governing Board encourages district employees, students, parents/guardians and other members of the school community to develop school plans designed to meet the specific needs at individual school sites. The Board may approve or disapprove school plans as necessary in order to fulfill the district's mission and accomplish the Board's adopted goals.~~

*For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical plans into a single plan for student achievement (SPSA) (Education Code 64001)*

*(cf. 0520.2- Title I Program Improvement Schools)*

*(cf. 1220- Citizen Advisory Committee)*

*(cf. 1431- Waivers)*

*(cf. 6020- Parent Involvement)*

*(cf. 6171- Title I Programs)*

*(cf. 6174- Education for English Learners)*

*(cf. 6190- Evaluation of the Instructional Program)*

**School Plans/Site Councils**

*As appropriate, a school may incorporate any other school program into the SPSA. (Education Code 64001)*

*The Superintendent or his designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall also ensure that specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA.*

*The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)*

*Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)*

*The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the site council.*

**Legal Reference:****EDUCATION CODE**

52-53 Designation of schools

~~8240-8244 General child care and development programs~~

~~8750-8754 Conservation education~~

~~18100-18203 School libraries~~

~~32228-32228.5 School safety and violence prevention~~

33133 Information guide for school site councils

35147 Open meeting laws exceptions

~~41500-41573 Categorical education block grants~~

**41540-41544 Targeted instructional improvement block grants**

~~44500-44508 Peer Assistance and Review Program~~

~~44520-44534 New Careers Program~~

~~48400-48403 Compulsory continuation education~~

~~48430-48438 Continuation education~~

~~48660-48667 Community day schools~~

**School Plans/Site Councils**

~~51745-51749.3 Independent study~~  
~~51760-51769.5 Work experience education~~  
~~51870-51874 Educational technology~~  
~~52053-52055.55 Immediate Intervention/Underperforming Schools Program~~  
~~52055.700-52055.770 Quality Education Investment Act~~  
**52060-52077 Local control and accountability plan**  
~~52176 Advisory committees~~  
~~52200-52212 Gifted and Talented Education Program~~  
~~52300-52346 Regional occupational centers~~  
~~52500-52617 Adult education, including:~~  
~~52610-52616.24 Adult education finances~~  
~~52800-52887 School Based Program Coordination Act~~  
**52852 School site councils**  
~~52890 Qualifications and duties of outreach consultants~~  
~~54000-54028 Educationally Disadvantaged Youth Programs~~  
~~54100-54145 Miller Unruh Basic Reading Act~~  
~~54425 Advisory committees (compensatory education)~~  
~~54650-54659 Education Improvement Incentive Program~~  
~~54740-54749.5 California School Age Families Education Program~~  
~~56000-56867 Special education~~  
~~64000 Categorical programs included in consolidated application~~  
~~64001 Single school plan for student achievement, consolidated application programs~~  
~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~  
~~52012 Establishment of school site council~~  
~~52014-52015 School plans~~  
~~HEALTH AND SAFETY CODE~~  
~~104420 Tobacco use prevention~~  
~~MILITARY AND VETERANS CODE~~  
~~500-520.1 California Cadet Corps~~  
~~AB 1802 UNCODIFIED 2006 STATUTE~~  
~~43 School site block grants~~  
~~CODE OF REGULATIONS, TITLE 5~~  
~~3930-3937 Compliance plans~~  
~~UNITED STATES CODE, TITLE 20~~  
**6311 State plan**  
~~6312-6319 Title I programs; plans~~ **local educational agency plans**  
~~6421-6472 Programs for neglected, delinquent, and at-risk children and youth~~  
~~6601-6651 Teacher and Principal Training and Recruitment program~~  
~~6801-7014 Limited English proficient and immigrant students~~  
~~7101-7165 Safe and Drug Free Schools and Communities~~ **Student Support and Academic**

**School Plans/Site Councils**

***Enrichment Grants***

7341-7355c Rural Education Initiative

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Guide and Template for the ***Developing the*** Single Plan for Student Achievement:

A Handbook ***Resource*** for School Site Councils, April 2006 ***February 2014***

***WEST ED PUBLICATIONS***

***California Healthy Kids Survey***

***California School Climate Survey***

WEB SITES

California Department of Education, Single Plan for Student Achievement:

<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>

~~Center for Comprehensive School Reform and Improvement: <http://www.centerforesri.org>~~

U.S. Department of Education: <http://www.ed.gov>

***WestEd: <http://www.wested.org>***

## School Plans/Site Councils

### School Site Councils

*Each school shall have a* ~~When required for state funding, school site council(s) shall be composed of the following: (Education Code 52852)~~

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel ~~chosen~~ **selected** by the school's other personnel
4. ~~Parent/guardians of students attending the school, chosen by other such parents/guardians, or community members chosen as representatives by such parents/guardians~~ **representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school**
5. ~~In~~ **If the school is a** secondary schools, students attending the school, ~~chosen~~ **selected** by other such students

Half of ~~all~~ **the** school site councils **membership** shall consist of school staff (~~#1, #2 and #3 above~~), the majority of ~~them~~ **whom shall be** classroom teachers. **For an** ~~The remaining half of elementary school site councils,~~ **the remaining half** shall be parents/guardians **representatives**. ~~The remaining half of~~ **For a** secondary school site councils, **the remaining half** shall be ~~students and equal numbers of~~ parents/guardians ~~(or representatives) in and students.~~ (Education Code 52852)

A ~~district school~~ employee may serve as a parent/guardian representative on the **school** site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

**The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.**

School site councils may function on behalf of other committees in accordance with law. (Education Code 52870, 52176, 54425; 5 CCR 3932)

**School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.**

(cf. 1220- Citizen Advisory Committees)

**School Plans/Site Councils*****Single Plan for Student Achievement***

*Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section “School Site Councils” above. (Education Code 64001)*

*(cf. 1431- Waivers)*

*(cf. 6020- Parent Involvement)*

*(cf. 6171- Title I Programs)*

*(cf. 6174- Education for English Learners)*

*(cf. 6184) Continuation Education)*

*The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)*

*Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district’s local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by school or district.*

*(cf. 0460-Local Control and Accountability Plan)*

*(cf. 0520.2- Title I Program Improvement Schools)*

*(cf. 6190- Evaluation of the Instructional Program)*

*The SPSA shall be aligned with the district’s LCAP and school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data identified pursuant to law, and may consider any other data developed by the district to measure student achievement. (Education Code 52062, 64001)*

*(cf. 0500- Accountability)*

*(cf. 6162.5- Student Assessment)*

*(cf. 6162.51- State Academic Achievement Tests)*

*(cf. 6162.52 High School Exit Examination)*

## **School Plans/Site Councils**

*The SPSA shall, at a minimum: (Education Code 64001)*

- 1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by law*
- 2. Identify the means of evaluating the school's progress toward accomplishing those goals*
- 3. Identify how state and federal law governing the categorical programs will be implemented*

*In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.*

*In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:*

- 1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.*
- 2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.*
- 3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.*
- 4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.*

*The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)*



**School Plans/Site Councils**

*The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate the results of improvement efforts and report to the Board, school site council, advisory committees, and other interested parties regarding progress toward school goals.*

*The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.*

Regulation  
approved: ~~February 2018~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Board Policy 6171, Title I Programs

---

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

CURRENT CONSIDERATIONS: Board Policy (BP) 6171 was last approved in February 2018. This policy has been updated and revised to reflect legal requirements and recent changes in laws. Procedures are clearly outlined and identified according to recommendations by CSBA.

FINANCIAL IMPLICATIONS: There are no financial implications.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the revisions to Board Policy 6171, Title I Programs as presented.

## Title I Programs

*~~The Governing Board desires to provide a high-quality education that enables all~~ In order to improve the academic achievement of students ~~to meet challenging state academic standards.~~ **In schools with a large number or percentage of** ~~from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce~~ **strengthen** the ~~core curriculum~~ **academic program** and **provide support** ~~assist to~~ students in ~~attaining proficiency on state~~ **at risk of failing to achieve** academic standards and assessments.*

(cf. 5149 – At-Risk Students)

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - Standardized Testing and Reporting Program **State Academic Achievement Tests**)

(cf. 6162.52 – High School Exit Examination)

***Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)***

~~The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)~~

***Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.***

(cf. 0420 - School Plans/Site Councils)

(cf. 0400 - **Comprehensive Plans**)

(cf. 0460 - **Local Control and Accountability Plan**)

***In addition,** ~~the~~ the district and each school receiving Title I funds shall develop a written parent/**guardian and family engagement** ~~involvement~~ policy in accordance with 20 USC 6318.*

(cf. 6020 - Parent Involvement)

### Local Educational Agency Plan

~~The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Governing Board for approval. (20 USC 6312)~~

**Title I Programs**

~~The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.~~

~~The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.~~

**Comparability of Services**

~~In~~ schools receiving Title I funds, \$ state and local funds used shall ***be used to*** provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among district schools ***the district shall:***

1. ~~The Board shall~~ ***Adopt and implement a district-wide salary schedule.***
2. ***Ensure equivalence in*** teachers, administrators, and other staff ***as measured by either or both of the following:-***
  - a. The ratio of students ***to instructional staff*** at each Title I school ***within a grade span, which*** shall not exceed 110 percent of the average ratio ~~across~~ ***for all*** non-Title I ***district*** schools ***within that grade span***
  - b. ***Salary expenditures for instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.***
3. ~~All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.~~ ***Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average***
4. ***Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools***

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

## Title I Programs

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students *with* disabilities, and supplemental state ~~and~~ *or* local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

~~At the beginning of each school year, t~~ The Superintendent of *r* designee shall ~~measure~~ *annually assess* comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

### *Participation of Private School Students*

*The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)*

### Program Evaluation

The Board shall *regularly monitor the progress of economically disadvantaged and low-achieving student in Title I schools* ~~use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)~~ *During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.*

(cf. 0500 - Accountability)

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

~~(cf. 0520.3 - Title I Program Improvement Districts)~~

(cf. 6190 - Evaluation of the Instructional Program)

## **Title I Programs**

### Legal Reference:

#### EDUCATION CODE

11503 Parent involvement programs in Title I schools

***52060-52077 Local control and accountability plan***

~~52055-57 Districts identified or at risk of identification for program improvement~~

~~54020-54028 Economic Impact Aid~~

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

#### UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

~~6316 School improvement~~

6318 Parent involvement ***and family engagement***

6320 Participation of private school students

6321 Comparability of services

***6333-6335 Grants to local educational agencies***

***6391-6399 Education for migrant students***

7881 Participation of private school students

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 ***3*** Improving basic programs for disadvantaged students

### Management Resources:

#### ~~CSBA PUBLICATIONS~~

~~Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006~~

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

***Frequently Asked Questions About Title I Schoolwide Programs***

***Local Control and Accountability Plan Federal Addendum Template***

***Meeting Title I, Part A Comparability Requirements, October 2017***

LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE **PUBLICATIONS**

***Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016***

## **Title I Programs**

Title I Fiscal Issues, ~~May 26, 2006~~ ***Non-Regulatory Guidance***, February 2008

Designing Schoolwide Programs, Non-Regulatory Guidance March 22, 2006

~~Supplemental Educational Services, June 13, 2005~~

~~The Impact of the New Title I Requirements on Charter Schools, July 2004~~

~~Parental Involvement: Title I, Part A, April 23, 2004~~

~~Serving Preschool Children Under Title I, March 4, 2004~~

Title I Services to Eligible Private School Students, October 17, 2003

~~Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003~~

### **WEB SITES**

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

California Department of Education: <http://www.cde.ca.gov/iasa/titleone> ***sp/sw***

~~No Child Left Behind: <http://www.ed.gov/nclb>~~

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: ~~February 15, 2018~~ ***June 14, 2018***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.3 Approval of Revisions to Board Policy/Administrative Regulation 6161.1, Selection and Evaluation of Instructional Materials

---

BACKGROUND INFORMATION: The Assistant Superintendent of Curriculum and Instruction has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: Board Policy 6161.1 was last updated by the district in 1994 and by CSBA in 2017 to reflect the updates to Education Codes including but not limited to state content/Common Core State Standards, instructional materials, Local Control Accountability Plan(s), prohibition against discrimination, and public hearing on sufficiency of materials. The associated Administrative Regulation was last updated by the district in 1999 and by CSBA in 2012. It is appropriate at this time to update this policy and administrative regulation to reflect CSBA recommendations. The first reading was held at the April 26, 2018 regular board meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the second reading of revisions to Board Policy/Administrative Regulation 6161.1, Selection and Evaluation of Instructional Materials. It is the superintendent's recommendation to approve the revisions as presented.



## Selection And Evaluation Of Instructional Materials

The Governing Board believes *desires* that *district* instructional materials, ~~taken~~ as a whole, present a broad spectrum of knowledge and viewpoints, reflect the ethnic and cultural society's diversity of our, and enhance the use of multiple teaching strategies and technologies. ~~should be selected and evaluated with great care so that they will effectively support the~~ The Board shall ~~review of~~ *adopt* instructional materials *based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall* be ~~coordinated~~ *aligned* with the overall development and ~~evaluation of academic content standards and~~ the district's curriculum *to ensure that they effectively support the district's* adopted courses of study ~~and meet current curricular goals.~~

(cf. 0440 - District Technology Plan)  
 (cf. 6000 - Concepts and Roles)  
 (cf. 6011 - Academic Standards)  
 (cf. 6141 - Curriculum Development and Evaluation)  
 (cf. 6143 - Courses of Study)  
 (cf. 6146.1 - High School Graduation Requirements)  
 (cf. 6161.11 - Supplementary Instructional Materials)  
 (cf. 6162.5 - Student Assessment)  
 (cf. 6163.1 - Library Media Centers)

The Governing Board ~~desires to secure~~ *shall select* the best instructional materials possible ~~which are consistent with the district's goals, objectives, and resources. for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8. (Education Code 60200, 60210)~~

*The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and administrative regulation. (Education Code 60400)*

### Review Process

*The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend instructional materials.*

(cf. 1220 - Citizen Advisory Committees)

## Selection And Evaluation Of Instructional Materials

~~In addition, the Board desires that the content of instructional materials enhance the articulation of subject matter both horizontally and vertically.~~

The Board also believes in the paramount importance of the *review process shall* involvement of teachers *in a substantial manner and shall encourage the participation of* parents/guardians *and administrators community members.* (Education Code 60002)

~~working as a team in the decision making process leading to the adoption of all instructional materials.~~

*(cf. 6020 - Parent Involvement)*

*In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.*

*If the district chooses to use instructional materials for grades K-8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials.* (Education Code 60210)

Individuals who participate in ~~the selection or review of~~ and evaluating instructional materials shall *not* have no financial interest in the materials being reviewed, recommended, or approved. ~~Incompatible activities and a~~ conflicts of interest, related to the selection and evaluation of instructional materials shall be clearly identified *as defined* in administrative regulations, *in the materials being reviewed.*

~~(cf. 3315 - Relations with Vendors)~~

~~(cf. 9270 - Conflict of Interest)~~

*The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.*

All recommended *instructional* materials shall be ~~displayed and~~ available for public inspection at the district office.

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

*The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.*

**Selection And Evaluation Of Instructional Materials*****Public Hearing on Sufficiency of Instructional Materials***

***The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials. (Education Code 60119)***

***The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)***

***The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)***

***(cf. 9322 - Agenda/Meeting Materials)***

***At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core State Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)***

***1. Mathematics***

***(cf. 6142.92 - Mathematics Instruction)***

***2. Science***

***(cf. 6142.93 - Science Instruction)***

***3. History-social science***

***(cf. 6142.94 - History-Social Science Instruction)***

***4. English language arts, including the English language development component of an adopted program***

***(cf. 6142.91 - English/Language Arts Instruction)***

**Selection And Evaluation Of Instructional Materials**

*(cf. 6174 - Education for English Learners)*

**5. World/foreign language**

*(cf. 6142.2 - World/Foreign Language Instruction)*

**6. Health**

*(cf. 6142.8 - Comprehensive Health Education)*

*The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)*

*In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)*

*If the Board determines that there are insufficient textbooks or instructional materials, it shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)*

*The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)*

*(cf. 0460 - Local Control and Accountability Plan)*

**Complaints**

*Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.*

## Selection And Evaluation Of Instructional Materials

~~Recommendations for the adoption and/or withdrawal of instructional materials shall be presented to the Board by the Superintendent or designee and shall include documentation supporting the recommendation.~~

~~Once instructional materials have been adopted by the Board, objections and complaints shall be handled on a case-by-case basis in keeping with Board policy.~~

(cf. 1312.2 - Complaints Concerning Instructional Materials)

~~(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)~~

**(cf. 1312.4 - Williams Uniform Complaint Procedures)**

~~Under no circumstances will textbooks be purchased prior to their adoption. The Board retains the right to decide the suitability of the content of instructional materials and its relative value to students in the district.~~

### Legal Reference:

#### EDUCATION CODE

~~1720-1723~~ — Preparation of courses of study

**220 Prohibition against discrimination**

**1240 County superintendent, general duties**

**33050-33053 General waiver authority**

**33126 School accountability report card**

35272 Education and athletic materials

44805 Enforcement of course of studies; use of textbooks, rules and regulations

**49415 Maximum textbook weight**

~~51501 Subject matter reflecting on race, color, etc.~~ **Nondiscriminatory subject matter**

**52060-52077 Local control and accountability plan**

**60000-60005 Instructional materials, legislative intent**

60010 Definitions

60040-60047 **52 Instructional requirements and materials**

**60060-60063.5 Requirements for publishers and manufacturers**

60070-60076 Prohibited acts (re instructional materials)

60110-60114 **5 Instructional materials on alcohol and drug education**

**60119 Public hearing on sufficiency of materials**

60200-60206 **10 Elementary school materials**

**60226 Requirements for publishers and manufacturers**

**60350-60352 Core reading program instructional materials**

60400-60411 High school textbooks

**60510-60511 Donation for sale of obsolete instructional materials**

**60605 State content standards**

**Selection And Evaluation Of Instructional Materials**

***60605.8 Common Core State Standards***

***60605.86-60605.88 Supplemental instructional materials aligned with Common Core State Standards***

***CODE OF REGULATIONS, TITLE 5***

***9505-9530 Instructional materials***

Management Resources:

~~CDE PROGRAM ADVISORIES~~

~~1002.90—Selection of Instructional Materials, CIL: 90/91-02~~

***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***

***Instructional Materials FAQ***

***01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015***

***Standards for Evaluating Instructional Materials for Social Content, 2013***

***WEB SITES***

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

***Association of American Publishers: <http://www.publishers.org>***

***California Academic Content Standards Commission, Common Core State Standards:***

***<http://www.scoe.net/castandards>***

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

Policy

adopted: ~~August 18, 1994~~ ***June 14, 2018***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

**Selection And Evaluation Of Instructional Materials**~~Textbook Selection/Curriculum Improvement Committees~~

- ~~1. The purpose of the Textbook Selection/Curriculum Improvement Committees is to:~~
  - ~~a. Review the district K-12 instructional program in the assigned curriculum area including student achievement, alignment with academic content standards and/or grade-level expectations, and K-12 curriculum articulation.~~
  - ~~b. Review and recommend for adoption textbooks and related instructional materials.~~
  - ~~c. Participate in the annual evaluation of textbook and instructional materials adoptions for the duration of the adoption cycle.~~
- ~~2. The Superintendent or designee shall establish K-12 Textbook Selection/Curriculum Improvement Committees as necessary in alignment with the state textbook adoption cycle.~~
- ~~3. K-12 Textbook Selection/Curriculum Improvement Committees will be structured as follows:~~
  - ~~a. Committee members will be selected by the Director of Instruction from recommendations made by principals and the appropriate department chair. Volunteers will also be considered.~~
  - ~~b. Each committee will include a minimum of:~~
    - ~~(1) one teacher from each elementary school.~~
    - ~~(2) one teacher from each grade level (K-5).~~
    - ~~(3) one teacher in the appropriate department from each middle and high school.~~
    - ~~(4) the department chairperson.~~
    - ~~(5) two or more parents and/or community members.~~
    - ~~(6) other members as deemed appropriate by the Director of Instruction.~~
- ~~4. Members of the Textbook Selection/Curriculum Improvement Committees shall serve for the duration of the state textbook adoption cycle (currently six or seven years depending upon the specific curriculum area).~~
- ~~5. The Director of Instruction will facilitate the meetings and activities of the Textbook~~

**Selection And Evaluation Of Instructional Materials**

~~Selection/Curriculum Improvement Committees and the Textbook Technician will keep minutes of the committee meetings. The Director of Instruction and Textbook Technician shall serve as nonvoting members of the committee except in cases of a tie vote in which case the Director of Instruction shall cast the tie-breaking vote.~~

~~6. The Director of Instruction or designee shall present the textbook and instructional materials adoption recommendations of the committee, including minority reports, to the districtwide Instructional Materials Selection Committee.~~

~~7. As part of the annual textbook adoption and curriculum evaluation process, the committee shall present its findings to the Director of Instruction.~~

**Districtwide Instructional Materials Selection Committee**

~~1. The purpose of the districtwide Instructional Materials Selection Committee is to review the recommendations of the Textbook Adoption/Curriculum Improvement Committees across the curriculum and to make final recommendations for adoption of textbooks and related instructional materials.~~

~~2. Districtwide Instructional Materials Selection Committee members shall be nominated by the Superintendent or designee and shall be approved by the Governing Board.~~

~~3. The committee shall include:~~

~~a. The Director of Instruction (nonvoting member except in cases of tie votes).~~

~~b. The Textbook Technician (nonvoting member, recorder of meeting minutes).~~

~~c. One teacher from each of the following: primary (K-3), intermediate (4-5), middle school (6-8), high school (9-12), and special education.~~

~~d. One school administrator.~~

~~e. Five parents/guardians and/or community members, excluding district teachers and administrators.~~

~~f. Other members as the Superintendent or designee may deem advisable.~~

~~4. Members of the districtwide Instructional Materials Selection Committee shall serve for a term of three years. At the end of the three-year term, members may apply to serve on the committee for another three-year term.~~



### Selection And Evaluation Of Instructional Materials

~~5. In addition to the criteria considered by the Textbook Selection/Curriculum Improvement Committees, the districtwide Instructional Materials Selection Committee will consider the ratio of textbooks to students, overall costs, priorities for allocation of funds, and the possibility of in-service for staff.~~

~~6. The Director of Instruction or designee shall facilitate the meetings of the districtwide Instructional Materials Selection Committee.~~

~~7. The Textbook Technician shall record the minutes of the districtwide Instructional Materials Selection Committee meetings.~~

~~8. The Director of Instruction shall present the recommendations of the committee in writing, including minority reports, to the Superintendent for recommendation to the Governing Board.~~

~~General Criteria for Selection and Evaluation of Textbooks; *Adoption of* Instructional Materials; and the Curriculum/Instructional Program~~

*In recommending textbooks or other* ~~Selection and evaluation committees instructional materials for adoption by the Governing Board, the Superintendent or designee shall assess~~ ***ensure that such materials:*** ~~the educational suitability of textbooks and related according to the following criteria~~

~~1. Are Aaligned to any applicable academic Ccontent and Performance Sstandards with adopted by the State Board of Education (SBE) pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8~~

*(cf. 6011 - Academic Standards)*

~~a.~~

~~b. Curriculum Frameworks~~

For grades K-8, *the Superintendent or designee shall be in alignment with the State textbook adoption cycle select* ~~Textbooks and related instructional materials from among the list of materials adopted by the SBE and/or other materials that have not been adopted by the SBE but are aligned with the state academic content standards and/or the Common Core Standards. (Education Code 60200, 60210)~~

*(cf. 6161.11 - Supplementary Instructional Materials)*

## Selection And Evaluation Of Instructional Materials

*For grades* High school 9-12, textbooks will be adopted in conjunction with the K-8 adoptions if possible, however the high school departments may defer adoptions to other years within the cycle in order to obtain the textbooks most appropriate for the high school instructional program. *the Superintendent or designee* High school textbook adoption recommendations shall be presented to the subject area appropriate Textbook Selection/Curriculum Improvement Committee by the department chairperson. *review instructional materials in history-social science, mathematics, English/language arts, and science using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.*

Opportunity will be provided for teachers to examine the materials under consideration and to present their views in writing to the Textbook Selection/Curriculum Improvement Committee.

Whenever possible, selection and evaluation committees should consider at least three different textbooks before recommending one for adoption.

Library books and reference materials do not require committee recommendation or Governing Board approval. The library specialist at each school shall select these materials in consultation with the principal, department chair, and teachers.

2.—Relationship to the district adopted courses of study and current curriculum goals. *For grades 9-12, are provided by publishers that comply with the requirements of Education Code 60040-60052, 60060-60062, and 60226 (Education Code 60400)*

3. Fair and balanced portrayal of people with regard to *Do not reflect adversely upon persons because of their race, creed, color, or ethnicity, gender, and handicap, religion, disability, nationality origin, language, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)*

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

4. *To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)*

5. *With the exception of literature and trade books, use proper grammar and spelling (Education Code 60045)*

6. *Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)*

### Selection And Evaluation Of Instructional Materials

*a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.*

*b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.*

*(cf. 1325 - Advertising and Promotion)*

*7. If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)*

*8. Meet the requirements of Education Code 60040-60043 for specific subject content*

*9. Support the district's adopted courses of study and curricular goals*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6142.2 - World/Foreign Language Instruction)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.91 - English/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*10. Contributions to a comprehensive, balanced curriculum*

*11. Demonstrate Reliable quality of scholarship as evidenced by:*

*a. Accurate, up-to-date, and well-documented information*

*b. Objective presentation of diverse viewpoints*

*c. Clear, concise writing and appropriate vocabulary*

*d. Thorough treatment of the subject matter*

*12. ~~Community needs and expectations~~. Provision~~de~~ for of a wide range of materials on ~~at~~ all levels of difficulty, with appeal to students of varied interests, abilities, and ~~maturity~~*

## Selection And Evaluation Of Instructional Materials

*developmental* levels

**13.** ~~Inclusion~~ *de* of materials **that** stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

**14.** ~~Contributions~~ *one* to the proper articulation of instruction through grade levels ~~The committees shall consider the vertical and horizontal articulation of the subject matter, grades K through 12~~

**15.** *As appropriate, have* ~~Availability of~~ corresponding versions *Aavailability* in languages other than English

**16.** ~~Availability and~~ *Include high*-quality of corresponding teacher's guides

**17.** *Meet high standards in terms of the* quality, durability, and *appearance* of paper, binding, etc. *text, and graphics*

**18.** *When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials*

~~The Textbook Selection/Curriculum Improvement Committees shall annually evaluate the implementation of textbooks and related instructional materials during the adoption cycle according to the following criteria:~~

- ~~1. Student achievement as measured by the State assessment program.~~
- ~~2. Student achievement as measured by the district assessment program.~~
- ~~3. Teacher evaluations of the adopted materials.~~
- ~~4. Teacher evaluations of professional development relative to the adopted materials.~~
- ~~5. Revisions to the State adopted:~~
  - ~~a. Academic content and performance standards.~~
  - ~~b. Curriculum Frameworks~~
- ~~6. Other criteria as determined by the committee to be appropriate for their specific curriculum area(s).~~

## Selection And Evaluation Of Instructional Materials

~~The committee shall prepare an annual adoption evaluation report for the Director of Instruction each fall of the adoption cycle for the previous school year.~~

### ~~Incompatible Activities Conflict of Interest~~

To ensure integrity and impartiality in the evaluation and selection of instructional materials, ~~a~~ ~~Board member or professional staff member~~ ***any district employee who is participating in the evaluation of instructional materials and not otherwise designated in the district's conflict of interest code*** shall ***sign a disclosure statement indicating that he/she:***

1. ***Shall not*** accept any emolument, money or other valuable thing or ~~any~~ inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60074 5)

2. ~~Accept any gift, favor, entertainment, or item of value from any person or entity that submits or is likely to submit instructional materials or related proposals to the district. Is not~~ Be employed by ***nor*** receives any compensation from ***the publisher or supplier of the instructional materials*** or any such person, firm, organization, ~~or any of its subsidiaries,~~ or controlling entity ***representing it*** submitting instructional material to the district.

3. ***Does not*** have ~~or~~ and ***will not*** negotiate a contractual relationship with ***the publisher or supplier of the instructional materials*** or any such person, firm, organization, ***subsidiary, or controlling entity representing it***

~~(cf. 3315 Relations with Vendors)~~

~~Evaluation committee members shall not:~~

3. ~~Receive any compensation from any such person, firm or organization or any of its subsidiaries or controlling entities.~~

4. ***Does not*** ~~Have~~ have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district.

**Selection And Evaluation Of Instructional Materials*****(cf. 9270 - Conflict of Interest)***

~~5. Discuss any instructional material or related proposal which has been or is likely to be submitted to the district with the person, entity or representative submitting it, except in a meeting scheduled and authorized by the Board or by the committee studying instructional materials.~~

~~6. Attend workshops, seminars or social events sponsored by publishers, producers or vendors of instructional materials.~~

~~Individuals formerly employed as consultants on textbooks or other materials shall not be deemed to be financially interested in the selection or evaluation of instructional materials provided they:~~

~~1. Have not had a contractual relationship or received compensation for such consultant service for two years before serving on the committee, and~~

~~2. Retain no rights to compensation accruing while they serve on the committee.~~

~~Individuals shall not be disqualified from serving on committees if they have only a "remote interest."~~

~~As used in this regulation, "remote interest" means:~~

~~1. That of a nonsalaried officer of a nonprofit organization.~~

~~2. That of an employee or agent of a public entity or institution of higher education, provided the entity or institution has 10 or more other employees or agents and the individual has been an employee or agent thereof for at least three years before serving on the committee.~~

~~3. That of an editor, consultant, contributor or author of a textbook or other materials which are not being considered or reviewed, provided that such service was performed before serving on the committee and the individual retains no rights to compensation accruing while he or she serves on the committee.~~

~~Any remote interest must be disclosed in a meeting of the committee. Such disclosures shall be recorded in the committee's minutes and communicated to the Board. Individuals who disclose a "remote interest" shall abstain from discussing, evaluating or voting on the related material.~~

Regulation  
approved: May 20, 1999 *June 14, 2018*

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.4 Presentation of Revisions to Board Policy/Administrative Regulation 5123,  
Promotion/Acceleration/Retention

---

BACKGROUND INFORMATION: The Assistant Superintendent of Curriculum and Instruction has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: Board Policy and Administrative Regulation 5123 were last updated by the district in 2004. CSBA updated this policy in 2013 to reflect updates in Education Code related to admissions, retention recommendations, and the appeal process. It is appropriate at this time to update this policy to reflect CSBA recommendations.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of revisions to Board Policy/Administrative Regulation 5123, Promotion/Acceleration/Retention. The second reading will be at the July 19, 2018 board meeting.

**Promotion/Acceleration/Retention**

~~Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

The Governing Board expects students to progress through each grade within one school year. ~~To accomplish this~~ **Toward this end**, instruction ~~should~~ **shall** be designed to accommodate the variety of ways that ~~children~~ **students** learn and ~~include~~ **provide** strategies for addressing academic deficiencies ~~when~~ **as** needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 -Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

**(cf. 6170.1 - Transitional Kindergarten)**

~~Progress toward high school graduation shall be based on the student's ability to pass the courses necessary to earn the required number of credits and, complete the Algebra I graduation requirement and, beginning in the 2005-2006 school year, on their ability to pass the high school exit examination.~~

When high academic achievement is evident, the ~~Superintendent or designee~~ **teacher** may recommend a student for acceleration ~~into~~ a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

~~Teachers the Superintendent or designee~~ shall identify students who should be retained or who are at risk of being retained **at their current grade level** as early as possible in the school year **and as early in their school careers as practicable. Such students may be identified at the following grade levels:**

**1. Between grades 1 and 2**

**Such students shall be identified at the following grade levels:** ~~in accordance with law, Board policy, administrative regulation, and the criteria: (Education Code 48070.5)~~

At Risk of Retention



**Promotion/Acceleration/Retention**

1. *Between grades 2 and 3*
2. *Between grades 3 and 4*
3. *Between grades 4 and 5*
4. *Between the end of the intermediate grades and the beginning of the middle school grades*
5. *Between the end of the middle school grades and the beginning of the high school grades*

Students shall be identified for retention on the basis of ~~grades and current assessments~~ *failure to meet minimum levels of proficiency as indicated by grades and* the following ~~other~~ *additional* indicators of academic achievement:

1. *Common summative assessments*
2. *Student Assistance Team recommendation based upon a minimum of two cycles of intervention and progress monitoring within the academic school year.*

~~Grades K-3: Teacher assessment of grade level/or as shown on the K-Developmental Profile or the grade 1-3 Pupil Progress Report. The primary focus for promotion or retention at grades K-3 will be student achievement in reading.~~

~~Grades 4-5: Grade point average and/or current assessment.~~

~~Grades 6-8: Grade point average below 1.5 (D) and/or current common summative assessments in subjects of reading, English/Language arts, and/or mathematics, indicating student is failing that subject~~

~~In addition to the above indicators, one or more of the following criteria must be met in order to retain a student:~~

1. ~~Below grade level standards as measured by the District's K-1 assessment program in reading, English/language arts, and/or mathematics;~~
2. ~~Score of Far below basic or Below Basic as measured on the state's Standardized Testing and Reporting Program (grades 2-8) in reading, English/language arts, and/or mathematics;~~
3. ~~Student Assistance Team recommendations; and/or~~

**Promotion/Acceleration/Retention**

4. ~~Student not participating in intervention programs.~~

~~(cf. 5149 At Risk Students)~~

(cf. 5121 - Grades/Evaluation of Student Achievement)

~~The criteria below are to be used as the basis for retention purposes. Students also should be identified who are at risk of failing, which may include, in grades 4-8, students who have a passing grade in one or more subjects with a grade point average at or above 1.5 in one or more subjects. It is the intent of the district to provide assistance and early intervention for every student who, in the teacher's professional judgment, may be at risk of failing.~~

*Students between grades 1 and 2 shall be identified primarily on the basis of their level of proficiency in reading.*

*Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading.*

Proficiency in reading, English language arts, and mathematics *shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)*

*The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.*

When a student in grades 2- through 9 is retained or recommended for retention, the Superintendent or designee shall offer *an appropriate* programs of ~~direct, systematic and intensive in accordance with~~ remedial instruction to assist the student *in meeting grade-level expectations. The district also may offer* supplemental instruction *to a student in grades 2-6 who is identified as being at risk of retention.* (Education Code 37252.2, 37252.8, 48070.5)

*(cf. 6176 - Weekend/Saturday Classes)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6179 - Supplemental Instruction)*

### Promotion/Acceleration/Retention

~~Special education students will continue to follow the specific set of criteria in their Individualized Education Plan (IEP) for decisions related to retention. Retention/promotion decisions for Special Education students will be determined through the Individual Education Program (IEP) team meeting process.~~

~~(cf. 5149 At-Risk Students)~~

~~Meeting the unique and special instructional needs of at-risk students is a key factor in a student's academic success in school. or is identified as being at risk of retention, provide opportunities for in overcoming his/her academic deficiencies. Such opportunities may include but are not limited to tutorial programs, before or after school programs, Saturday programs, summer school, and/or the establishment of a Student Study Team.~~

~~Students should not be retained more than once during their K-8 academic career, however when considering recommendation of a student for retention more than one time in the student's K-8 academic career, careful consideration should be given to the age and maturity level of the student.~~

#### Legal Reference:

##### EDUCATION CODE

37252-37254.1 Supplemental instruction

41505-41508 Pupil Retention Block Grant

46300 Method of computing ADA *average daily attendance*

**48010 Admittance to first grade**

48011 Admission on completing kindergarten; grade placement of pupils coming from other districts ***Promotion/retention following one year of kindergarten***

48070-48070.5 Promotion and retention

48431.6 Required systematic review of students and grading

56345 Elements of individualized education plan

606410-60649 Standardized Testing and Reporting Program ***California Assessment of Student Performance and Progress***

~~60850-60856 Exit examination~~

##### CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

#### Management Resources:

##### CDE MANAGEMENT ADVISORIES

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

***FAQs Promotion, Retention, and Grading (students with disabilities)***

***FAQs Pupil Promotion and Retention***

**Promotion/Acceleration/Retention**

***Kindergarten Continuance Form***

~~0900.90 Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10~~

~~LEGISLATIVE COUNSEL'S OPINION~~

~~Promotion and Retention #21610~~

~~CSBA POLICY ADVISORIES~~

~~0901.99 Social Promotion/Retention Policy Briefing: Considerations for English Language Learners~~

~~1112.98 Student Promotion/Retention Advisory~~

~~WEB SITES~~

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

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

Policy

adopted: ~~May 06, 2004~~ *July 19, 2018*



SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

**Promotion/Acceleration/Retention**

## Acceleration from Kindergarten to First Grade

~~Any student enrolled in may~~ ***who meets the age eligibility requirement and has completed one year of kindergarten shall be admitted to the first grade at the discretion of unless the parent/guardian and the Superintendent or designee agree that the student shall continue in kindergarten and with the consent of upon determination that the child is ready for first-grade work.*** (Education Code ***48010, 48011***)

***(cf. 5111 - Admission)***

***A student who does not meet the age eligibility requirement may be admitted to first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian upon determination that the student is ready for first-grade work,*** subject to the following minimum criteria: ***(Education Code 48011; 5 CCR 200)***

~~Admission shall be~~

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student is in the upper five percent of his/her age group in terms of general mental ability.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the ~~school~~-district approving the placement in first grade.

## Continuation in Kindergarten

Whenever ***the Superintendent or designee and the parents/guardians agree that*** a student ***shall*** continue in kindergarten for an additional year, the Superintendent or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Education Code 46300, 48011)

***The Superintendent or designee shall not approve a student's continuation in kindergarten until the student has been enrolled in kindergarten for close to one school year.***

**Promotion/Acceleration/Retention**

~~Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Superintendent or designee agrees that the student shall continue in kindergarten for not more than one additional school year.~~

**Retention at Other Grade Levels**

If a student ~~must be retained~~, it is identified as performing below the minimum standard for promotion ***to the next grade level based on the indicators specified in Board policy***, ~~the intent of the District to the student shall be retained in his/her current grade level unless the student's regular classroom teacher determines, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)~~

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

***(cf. 6162.51 - State Academic Achievement Tests)***

~~the student in the lowest grade level possible to ensure later success in meeting grade level standards. Students should be identified for retention at the earliest possible point in their school career.~~

~~The Superintendent or designee shall identify students who should be retained or who are at risk of being retained at the following grade levels:~~

- ~~1. Between grades 1 and 2~~
- ~~2. Between grades 2 and 3~~
- ~~3. Between grades 3 and 4~~
- ~~4. Between grades 4 and 5~~
- ~~5. Between grades 5 and 6~~
- ~~6. Between grades 8 and 9~~

~~Students between grades 1 and 2, 2 and 3, and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English/language arts and mathematics shall be the basis for identifying students between grades 4 and 5, between grades 5 and 6, and between grades 8 and 9.~~

**Promotion/Acceleration/Retention**

~~(cf. 6142.91—Reading/Language Arts Instruction)~~

~~(cf. 6142.92—Mathematics Instruction)~~

~~Students shall be identified on the basis of either statewide assessment results or grades and other indicators of academic achievement, as established by Board policy.~~

If the teacher's recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the principal before any final determination of retention or promotion. (Education Code 48070.5)

*(cf. 6176 - Weekend/Saturday Classes)*

*(cf. 6177-Summer School Learning Programs)*

*(cf. 6179-Supplemental Instruction)*

When a student is identified as being at risk of retention, the principal *Superintendent* or designee shall so notify the student's parents/guardians *as early in the school year as practicable*. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student ~~specify the single regular classroom teacher in grades K-5, and the student's counselor upon recommendation from one or more of the student's classroom teachers in grades 6-12.~~ (Education Code 48070.5)

*(cf. 5145.6 - Parental Notifications)*

**At Risk of Retention**

~~following, and not later than parent teacher conferences at the end of the first trimester or semester (whichever is applicable).~~

~~The Superintendent/designee may also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians who have been notified that his/her child is at risk of retention.~~

**Recommendation for Retention**

Parents/*guardians* of students who are recommended for:

- 1 retention,

**Promotion/Acceleration/Retention**

2 promotion contingent on enrollment in summer school, or

3 promotion without meeting district's academic standards as outlined in policy

shall be notified in writing of this decision at least three weeks prior to the end of the academic year.

~~The process set forth above concerning parental notification of students identified as "at risk" of retention must be followed prior to parental notification of a retention decision.~~

~~The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student.~~

~~The Superintendent/designee may also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians regarding retention of their child.~~

**Appeal Process**

***Whenever a student's parent/guardian appeals*** ~~The teacher's decision to promote or retain a student, may be appealed consistent with Board policy, administrative regulation, and law. The~~ burden shall be on the ~~appealing party~~ ***parent/guardian*** to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the ~~appealing party~~ ***parent/guardian*** shall submit a written request to the Superintendent or designee specifying the reasons ~~why~~ ***that*** the teacher's decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion.

The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the ~~appealing party~~ ***parent/guardian*** and the teacher. If the Superintendent or designee determines that the ~~appealing party~~ ***parent/guardian*** has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision.

The Superintendent's or designee's determination may be appealed by submitting a written appeal to the ***Governing*** Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may



**Promotion/Acceleration/Retention**

be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board; the Board may also meet with the ~~appealing party~~ **parent/guardian**, the teacher, and the Superintendent **or** designee to decide the appeal. The decision of the Board shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

If the **final** decision of the Board is unfavorable to the ~~appealing party~~ **parent/guardian**, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

~~(cf. 1312 - Complaints Against the Schools)~~

(cf. 5125 - Student Records)

(cf. 5125.3 - Challenging Student Records)

**High School (Grades 9-12)**

Graduation from high school requires:

1. ~~Completion of Board-adopted course requirements~~
2. ~~Successful completion of coursework that meets or exceeds state academic content standards for Algebra 1~~
3. ~~Passing of the California High School Exit Examination in English/Language Arts and Mathematics~~

~~The following procedures will be followed concerning students' academic progress in high school:~~

1. ~~Students and parents/guardians will be notified of progress towards graduation, including any deficiencies.~~
2. ~~Teachers will send notices of unsatisfactory progress to all students who are in danger of failing and to their parents/guardians. These notices shall be sent a minimum of four times per school year as applicable.~~
3. ~~Quarter grades serve also as a notice of a student's progress during the semester.~~

**Promotion/Acceleration/Retention**

4. ~~Counselors will send written notice to juniors and seniors deficient in credits and to their parents/guardians at least twice during the school year.~~

5. ~~Written notification will be sent to students and parents/guardians and a conference will be held in the case of all students who do not demonstrate mastery of the district proficiency standards to graduate from high school.~~

6. ~~The counseling staff will prepare for the principal a list of all seniors who have not met district requirements for graduation.~~

~~Academically able students will be allowed to take college preparatory courses in the seventh and eighth grade. Students successfully completing a college preparatory course while enrolled in seventh or eighth grade may use this course to satisfy high school graduation subject matter requirements, but not semester period credits required for high school graduation.~~

**Remedial Instruction**

~~When a student in grades 2 through 9 is retained or recommended for retention, the Superintendent or designee shall offer programs of direct, systematic and intensive supplemental instruction in accordance with Education Code 37252.2.~~

~~With the parent/guardian's consent, the Superintendent or designee may require a student who has been recommended for retention or has been identified as being at risk of retention or failure to graduate from high school to participate in a supplemental instructional program. Such programs shall be offered during the summer, before or after school, on Saturdays and/or during intersessions. Services shall not be provided during the regular instructional day (Education Code 37252.2)~~

~~These services shall be provided to students in the following priority order:~~

1. ~~Students who have been recommended for retention or who have been identified as being at risk of retention pursuant to Education Code 48070.5~~

2. ~~Students who have been identified as having a deficiency in mathematics, reading, or English/language arts based on the results of the tests administered under the STAR program~~

Regulation

approved: May 6, 2004 *July 19, 2018*SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.5 Presentation of Revisions to Board Policy 6162.5, Student Assessment

---

BACKGROUND INFORMATION: The Assistant Superintendent of Curriculum and Instruction has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: Board Policy 6162.5 was last updated by the district in 2001 and by CSBA in March 2018 to reflect updates to Education Codes including but not limited to state assessments (summative, interim, and formative), evaluation of the instructional program, and Local Control Accountability Plan. It is appropriate at this time to update this policy to reflect CSBA recommendations.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of revisions to Board Policy 6162.5. The second reading will be at the July 19, 2018 board meeting.

## Student Assessment

The Governing Board ~~believes~~ **recognizes** that the primary goal of student assessments **are an important instructional and accountability tool.** ~~should be to help students, parents/guardians and teachers identify individual student's academic accomplishments, progress and areas needing improvement in order to enhance teaching and learning.~~ **To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.**

**(cf. 6162.51 - State Academic Achievement Tests)**

The Superintendent or designee ~~Assessments data~~ **shall be used to help determine** ~~ensure that are conducted for purposes~~ **individual students' progress, mastery of academic standards, of determining students' and appropriate placement in district programs, need for supplemental instruction and/or eligibility for graduation.** **In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.**

**(cf. 0460 - Local Control and Accountability Plan)**

**(cf. 0500 - Accountability)**

**(cf. 2140 - Evaluation of the Superintendent)**

**(cf. 4115 - Evaluation/Supervision)**

**(cf. 4315 - Evaluation/Supervision)**

**(cf. 5121 - Grades/Evaluation of Student Achievement)**

**(cf. 5123 - Promotion/Acceleration/Retention)**

**(cf. 6011 - Academic Standards)**

**(cf. 6142.7 - Physical Education and Activity)**

**(cf. 6146.1 - High School Graduation Requirements)**

**(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)**

**(cf. 6146.5 - Elementary/Middle School Graduation Requirements)**

**(cf. 6164.4 - Identification of Individuals for Special Education)**

**(cf. 6164.6 - Identification and Education under Section 504)**

**(cf. 6171 - Title I Programs)**

**(cf. 6172 - Gifted and Talented Student Program)**

**(cf. 6174 - Education for English Language Learners)**

**(cf. 6175 - Migrant Education Program)**

**(cf. 6177 - Summer School)**

**(cf. 6190 - Evaluation of the Instructional Program)**

~~The Board desires to use a variety of evaluation measures to reach the above-stated goal. To have~~ **In selecting or developing any district assessment, the Superintendent or designee shall**

**Student Assessment**

*examine evidence of its reliability*, its validity, tests must correspond to the ~~for the intended purpose and for various student populations, and the extent to which it aligns with~~ the material that is being taught and reliably measure the extent to which students meet specified standards of achievement.

***The Superintendent or designee shall ensure that assessments are administered in accordance with law and test publisher's directions, and that test administration procedures are fair and equitable for all students.***

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5121—Grades/Evaluation of Student Achievement)  
(cf. 6011—Academic Standards)  
(cf. 6142.7—Physical Education)  
(cf. 6162.51—Standardized Testing and Reporting Program)  
(cf. 6162.52—High School Exit Examination)  
(cf. 6162.53—Golden State Examination)  
(cf. 6162.54 - Test Integrity/Test Preparation)

The effectiveness of the schools, teachers and district shall be evaluated in part on the basis of these student assessments.

(cf. 0500—Accountability)  
(cf. 0520—Intervention for Underperforming Schools)  
(cf. 0530—Awards for School Performance)  
(cf. 4115—Evaluation/Supervision)  
(cf. 6190—Evaluation of the Instructional Program)

***As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.***

***The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.***

(cf. 4131 - Staff Development)  
(cf. 4331 - Staff Development)

When districtwide and school-level results of student assessments are published *by the state*, the Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in interpreting ***understanding*** test results and evaluating school performance.

**Student Assessment**

*(cf.0510 School Accountability Report Card)*

***Interim and Formative Assessments***

*State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)*

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6152 - Class Assignment)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Learners)*

*The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)*

**Individual Record of Accomplishment**

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the **state** achievement tests **required and** administered ~~under~~ **as part of** the ~~Standardized Testing and Reporting program~~ **California Assessment of Student Performance and Progress, or any predecessor assessments**, pursuant to Education Code 60640-606479
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

*(cf. 6178 - Career Technical Education)*

*No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the*

**Student Assessment**

*student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)*

*(cf. 5125 - Student Records)*

Legal Reference:

EDUCATION CODE

**313 Assessment of English language development**

**10600-10610 California Education Information System**

**44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)**

**49558 Free and reduced-price meals; use of individual applications and records**

51041 Evaluation of educational program

51450-51455 Golden State Seal Merit Diploma

**52052 Accountability; numerically significant student subgroups**

**52060-52077 Local control and accountability plan**

60600-60649 Assessment of academic achievement, *especially:*

**60640-60649 California Assessment of Student Performance and Progress**

60800 Physical fitness testing

60810-**60812** Assessment of *English* language development

**60900 California Longitudinal Pupil Achievement Data System**

~~60850-60856 Exit examination~~

CODE OF REGULATIONS, TITLE 5

850-870-~~64~~ Standardized Testing and Reporting program **California Assessment of Student Performance and Progress**

~~880-901 Designated primary language test~~

~~1200-1216 High School Exit Examination~~

**UNITED STATES CODE, TITLE 20**

**9622 National Assessment of Educational Progress**

Management Resources:

~~CDE PROGRAM ADVISORIES~~

~~Students with Disabilities: Guidelines for Testing the California Standardized Testing and Reporting Program~~

~~0327.86 Reporting norm-referenced standardized achievement test scores to parents~~

~~CSBA ADVISORIES~~

~~0306.01 California Assessment Update~~

~~0313.00 Districts must ensure that all required student data is submitted to the publisher, or face financial penalty #00-01~~

~~U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS~~

**Student Assessment**

~~The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for Educators and Policy-Makers, December 2001~~

**WEB SITES**

~~CDE: <http://www.cde.ca.gov>~~

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

***California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>***

***Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>***

~~U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov>~~

~~<http://www.ed.gov/about/offices/list/ocr/index.html>~~

Policy

adopted: ~~September 20, 2001~~ ***July 19, 2018***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California



## 7. POLICY DEVELOPMENT AND REVIEW

7.6 Presentation of Administrative Regulation/Exhibit 6161.11,  
Supplementary Instructional Materials

---

BACKGROUND INFORMATION: The Assistant Superintendent of Curriculum and Instruction has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service. At the first reading of the Board Policy 6161.11 Supplementary Instructional Materials on February 15, 2018, it was requested that a draft of an accompanying Administrative Regulation (AR) be brought to the Board for review and discussion. Draft ARs were presented for discussion at the March 15 and April 26, 2018 board meetings.

CURRENT CONSIDERATIONS: Administrative Regulation and accompanying Exhibit 6161.11 has been developed based upon the board and community's input.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Administrative Regulation/Exhibit 6161.11. It will be presented to the board for approval at the July 19, 2018 board meeting.

**Supplementary Instructional Materials**

*It is the policy of the Sierra Sands Unified School District to allow the use of supplementary instructional materials to enrich the curriculum and enhance student learning.*

*Supplementary instructional materials referenced in this regulation consists of all “media” and “audiovisual media” including but not limited to print(s), videocassette(s), and “film” (all types and formats of film and related media including commercial movies, motion pictures, television broadcasts, recordings from broadcasts, and broadcasts accessed through the internet). The rating system of the Motion Picture Association of America (MPAA) is the basis for the “audiovisual media” guidelines. In addition, the TV Parental Guide rating may provide additional assistance in determining the appropriateness of “audiovisual media”.*

*The following guidelines are in effect for the use of supplementary instructional materials:*

- 1. All materials shall be previewed and evaluated by the teacher prior to instructional use.*
- 2. All materials shall be directly related to the course of study and shall be appropriate for the age and maturity level of the students.*
- 3. Use of materials or reproduction shall be in accordance with federal copyright law. Educational exemption must meet the following four criteria. Material must be:*
  - a. A planned part of the instructional unit or lesson being taught*
  - b. Used in face-to-face instruction led by a teacher or student*
  - c. Shown in a classroom environment (classroom, school library)*
  - d. Be legally acquired*
- 4. “Media/Audiovisual Media” must adhere to the following guidelines:*

<i>Grade Level(s)</i>	<i>Rating</i>	<i>District Guidelines</i>
<i>All/Districtwide</i>	<i>NC-17</i>	<i>Shall not be shown.</i>
<i>TK-6<sup>th</sup> Grades</i>	<i>G PG PG-13 and R</i>	<i>Teacher review and principal approval. Principal and parent/guardian approval. Shall not be shown.</i>
<i>7<sup>th</sup> &amp; 8<sup>th</sup> Grades</i>	<i>PG PG-13 R</i>	<i>Teacher review and principal approval. Principal and parent/guardian approval. Shall not be shown.</i>
<i>9<sup>th</sup>-12<sup>th</sup> Grades</i>	<i>PG PG-13 R</i>	<i>Teacher review for appropriateness. Principal and parent/guardian approval. Principal and parent/guardian approval.</i>

*Supplementary Instructional Materials*

*a. Principal Approval: "Supplemental Instructional Materials Approval Form" (Attachment A) shall be submitted by the teacher for the principal's approval as noted in Section 4 Media/Audiovisual Media.*

*b. Parent/Guardian Approval: "Supplemental Instructional Materials Parental Permission/Denial Form" (Attachment B) shall be provided by the teacher to the parent/guardian as noted in Section 4 Media/Audiovisual Media.*

*This regulation and related guidelines apply to any and all "Media/Audiovisual Media" in before/after school programs, parent groups, for general curricular use or non-curricular entertainment anywhere any time on school grounds, and bus trips sponsored by the school, whether these are supplied by school personnel, students, or parents.*

**Sierra Sands Unified School District  
Supplementary Instructional Materials Form**

**Date:** \_\_\_\_\_ **Teacher:** \_\_\_\_\_ **Grade Level:** \_\_\_\_\_ **Subject:** \_\_\_\_\_

**I plan to use the material in my classroom on \_\_\_\_\_ (date/s) for the following reasons (describe its use in relation to content standards and academic objectives):**

---



---



---

**Title of Media:** \_\_\_\_\_ **Author/Producer:** \_\_\_\_\_

**Source:** \_\_\_off air recording \_\_\_rental or purchase \_\_\_public library \_\_\_internet \_\_\_other

**Parent Permission is required:** \_\_\_Yes \_\_\_No **MPAA Rating:** \_\_\_\_\_

**If parental approval is required and/or the rating is R, indicate what content may be considered objectionable below:**

<b>Objectionable Content</b>	<b>Yes/No</b>	<b>Objectionable Content</b>	<b>Yes/No</b>
<b>Nudity</b>		<b>Brand Names Emphasized</b>	
<b>Sexual Situations</b>		<b>Violence</b>	
<b>Profanity</b>		<b>Glamorization of Drugs/Alcohol</b>	
<b>Sex Ed/Transmitted Diseases</b>		<b>Insensitivity to elders, animals, gender, religion, nationality, sexual orientation, occupation, or any other characteristic in section 220 of the Education Code</b>	
<b>Insensitivity to the environment</b>			

**This material complies with the district policy on the evaluation and selection of instructional materials. It is appropriate for the grade level, and the instructional content enhances the curriculum. If this material has been recorded off-air or from a streamed site, I affirm that it will be erased according to "fair use" interpretations of federal copyright regulations.**

**Instructor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Administrator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved\*** \_\_\_\_\_ **Not Approved:** \_\_\_\_\_

**\*This material is approved for use only on the date(s) and class(s) indicated**

**Sierra Sands Unified School District  
Supplementary Instructional Materials  
Parental Permission/Denial Form**

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

**Dear Parent or Guardian:**

*Sierra Sands Unified School District Policy encourages teachers to select and use enrichment materials to supplement district approved curricula. The following materials have been selected by your student's teacher and have been approved for use by the principal. Because portions of the material contain content of a sensitive nature, you are being notified of its use and you have the option of withholding permission for your student to use the material. District policy provides that an assignment of equal value will be provided for students who do not participate in this part of the lesson.*

Title of Media: \_\_\_\_\_ Author/Producer: \_\_\_\_\_

MPAA Rating: \_\_\_\_\_ Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Subject: \_\_\_\_\_

Date(s) of use: \_\_\_\_\_ Use of media to the academic standards/content: \_\_\_\_\_

*Please return your completed form to your student's teacher. Students exempted from this showing will be required to complete an alternative assignment. Should you have any questions, please contact your student's teacher.*

\_\_\_\_\_ (Teacher Name) \_\_\_\_\_ (Contact Info.)

**Supplementary Instructional Materials Parent Permission/Denial Form**

Name of Student: \_\_\_\_\_ Date: \_\_\_\_\_

**Please check A or B:**

A. \_\_\_\_\_ I give permission for my student to view \_\_\_\_\_ (title).

B. \_\_\_\_\_ I do not give permission to view the supplementary materials and understand that my student will be responsible for completing an alternative assignment.

Signature of parent/guardian: \_\_\_\_\_ Date: \_\_\_\_\_

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.7 Approval of Revisions to Board Policy 6179, Supplemental Instruction

---

BACKGROUND INFORMATION: The Assistant Superintendent of Curriculum and Instruction has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: Board Policy 6179 Supplemental Instruction is mandated pursuant to Education Codes 48070.5. BP 6179 was last updated by the district in 2001 and by CSBA in 2015. The updates include the deletion of material requiring supplemental instruction to be provided to students in grades 7-12 who do not demonstrate sufficient progress toward passing the high school exit exam per SB 172. Revisions clarify that the provision of supplemental instruction to students in grades 2-6 who are “at risk” of retention is optional.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve revisions to Board Policy 6179, Supplemental Instruction as presented.

## Supplemental Instruction

~~Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

The Governing Board shall provide *recognizes that high-quality* supplemental instructional programs ~~can~~ to motivate and support students to attain grade-level academic standards, overcome academic deficiencies, ~~and/or enhance~~ *acquire* critical skills. *The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.*

~~(cf. 0420.3 - School-Based Student Motivation and Maintenance Program)~~

~~(cf. 0460 - Local Control and Accountability Plan)~~

~~(cf. 5113.1 - Chronic Absence and Truancy)~~

~~(cf. 5147 - Dropout Prevention)~~

~~(cf. 5149 - At Risk Students)~~

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~(cf. 6146.5 - Elementary/Middle School Graduation Requirements)~~

~~(cf. 6164.5 - Student Study Success Teams)~~

Supplemental instructional programs shall ~~may~~ be offered *during and* outside the regular school day. ~~Such programs may be offered including~~ during the summer, before school, after school, on Saturday and/or during intersessions. *When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.*

~~(Education Code 37252, 37252.5, 37252.6, 37253)~~

~~(cf. 5148.2 - Before/After School Programs)~~

~~(cf. 6111 - School Calendar)~~

~~(cf. 6112 - School Day)~~

~~(cf. 6142.7 - Physical Education and Activity)~~

~~(cf. 6176 - Weekend/Saturday Classes)~~

~~(cf. 6177 - Summer School Learning Programs)~~

*As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.*

## Supplemental Instruction

*(cf. 1020 - Youth Services)*

***When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation***

~~The Board s Supplemental instruction shall be offered direct, systematic and intensive supplemental instruction for to~~ students in grades 2 through 9 who have been retained or recommended for retention ***at their current grade level*** pursuant to Education Code .  
(Education Code 37252.5, 48070.5)

*(cf. 5123 - Promotion/Acceleration/Retention)*

~~The Board shall offer direct, systematic and intensive supplemental instruction for students in grades 7 through 12 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation. (Education Code 37252, 60851)~~

~~(cf. 6162.5 - Student Assessment)~~

~~For purposes of determining eligibility for supplemental instruction for students in the class of 2004 or later, "sufficient progress" toward passing the high school exit examination shall be determined by students' results on the state Standardized Testing and Reporting assessments and the minimum levels of proficiency recommended by the State Board of Education.—~~

~~Prior to the class of 2004, students shall be eligible for supplemental instruction if they are assessed as not meeting the district's adopted standards of proficiency in basic skills.~~

***The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.***

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

~~As funding, facilities and staffing permit,~~ ***In addition,*** supplemental instruction may be offered to:

1. ~~Students in grades 2 through 6 who have been~~ ***are*** identified as being at risk of ~~for~~ retention pursuant to Education Code 48070.5 ~~(Education Code 37252.5)~~ ***based on state assessment results, grades, or other indicators***



**Supplemental Instruction**

*(cf. 5121 – Grades/Evaluation of Student Achievement)*  
*(cf. 6162.51 – State Academic Achievement Tests)*

2. ~~Students in grades 2 through 6 who have been identified as having a~~ ***demonstrate academic deficiencyies*** ~~in mathematics, reading or written expression based on the results of the Standardized Testing and Reporting Program (Education Code 37252.6)~~ ***that may jeopardize their attainment of academic standards***

*(cf. 6142.6 - Visual and Performing Arts Education)*  
*(cf. 6142.7 - Physical Education and Activity)*  
(cf. 6142.91 - Reading/Language Arts Instruction)  
(cf. 6142.92 - Mathematics Instruction)  
*(cf. 6142.93 - Science Instruction)*  
*(cf. 6142.94 - History-Social Science Instruction)*

3. ~~Students in grades kindergarten through 12 who seek enrichment in mathematics, science or other core academic areas designated by the Superintendent of Public Instruction (Education Code 37253; 5 CCR 11472)~~ ***High school students who need support to successfully complete courses required for graduation***

~~(cf. 6143 – Courses of Study)~~

4. ~~Students in grades kindergarten through 4 who need or desire intensive reading opportunities that meet the standards specified in Education Code 44259 and 53027 for a research-based comprehensive reading program (Education Code 53025-53031)~~

5. ~~Students in grades 7 and 8 who need or desire intensive opportunities to practice skills in algebra and prealgebra in accordance with standards specified in Education Code 53082 (Education Code 53081-53084)~~

6. ~~Students in grades kindergarten through 12, including English language learners, who need or desire intensive English language and literacy instruction (Education Code 422-424)~~

~~(cf. 6174 – Education for English Language Learners)~~

~~The programs described in items #4 through #6 above shall be offered during summer school except when facilities constraints or other educational reasons make it not feasible to offer these programs during summer school, in which case they may be offered before school, after school, on Saturday and/or during intersessions. (Education Code 423, 53029, 53083)~~

## **Supplemental Instruction**

### Legal Reference:

#### EDUCATION CODE

~~420-428 Intensive English language and literacy grants~~

37200-37202 School calendar

37223 Weekend classes

37252-37253 ~~4.51~~ Supplemental instruction, *summer school*

**42238.01-42238.07 Local control funding formula**

~~42239-42239.2 Supplemental instruction, apportionments~~

~~44259 Comprehensive reading program~~

46100 Length of school day

48070-48070.5 Promotion and retention

**48200 Compulsory education**

**48985 Translation of notices**

51210-~~51212~~ Courses of study, elementary schools

51220-~~51228~~ Courses of study, secondary schools

**52060-52077 Local control and accountability plan**

~~53025-53031 Intensive reading instruction~~

~~53081-53084 Intensive algebra instruction~~

**60603 Definitions, core curriculum areas**

60640-60648 ~~9~~ Standardized Testing and Reporting Program *California Assessment of Student Performance and Progress*

~~60850-60856 High school exit examination~~

~~99223 Algebra Academies Professional Development Institutes~~

#### CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

### Management Resources:

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016*

#### WEB SITES

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

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

*U.S. Department of Education:* <http://www.ed.gov>

### Policy

adopted: ~~September 6, 2001~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.8 Approval of Revisions to Board Policy/Administrative Regulation 5022, Student and Family Privacy Rights

---

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

CURRENT CONSIDERATIONS: The board policy was updated to add options formerly in the administrative regulation regarding the disclosure of students' personal information for marketing purposes. The policy also reflects a state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and a new law (AB 699) which prohibits the collection of information regarding the citizenship or immigration status of students or their families. The administrative regulation also reflects a new law (AB 677) which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the revisions to Board Policy/Administrative Regulation 5022, Student and Family Privacy Rights as presented.

**Student And Family Privacy Rights**

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 5021 - Noncustodial Parents)  
(cf. 5125 - Student Records)  
(cf. 5125.1 - Release of Directory Information)  
(cf. 6162.8 - Research)

*The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)*

1. *College or other postsecondary education recruitment or military recruitment*
2. *Book clubs, magazines, and programs providing access to low-cost literary products*
3. *Curriculum and instructional materials used by elementary and secondary schools*
4. *Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments*

(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - State Academic Achievement Tests)

5. *The sale by students of products or services to raise funds for school-related or education-related activities*

(cf. 1321 - Solicitation of Funds from and by Students)

6. *Student recognition programs*

(cf. 5126 - Awards for Achievement)

*The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home*

**Student And Family Privacy Rights**

*or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.*

The Superintendent or designee shall consult with parents/guardians regarding the development ~~of the procedures.~~ *of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following:* (20 USC 1232h)

~~The regulations shall, at a minimum, address the following:~~ (20 USC 12332h)

~~1. Whether the district may collect the personal information of students for marketing or sale~~

~~2. How the district will administer surveys that may request information about the personal beliefs and practices of students and their families~~

~~3. The rights of parents to inspect:~~

*1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose*

*2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families*

*3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:*

a. Survey instruments requesting information about their personal beliefs and practices or those of their children

b. Instructional materials used as part of their children's educational curriculum

*4. Any nonemergency physical examinations or screenings that the school may administer*

~~4. Whether the district may administer any nonemergency invasive physical examination screening~~

~~5. Notifications that the district will provide to students and parents/guardians with respect to their privacy rights~~

## **Student And Family Privacy Rights**

(cf. 0420- School Plans/Site Councils)  
(cf. 1220- Citizen Advisory Committee)  
(cf. 1230- School-Connected Organizations)

***The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)***

***(cf. 5145.6 - Parental Notifications)***

### **Legal Reference:**

#### **EDUCATION CODE**

***234.7 Student protections relating to immigration and citizenship status***

***49076.7 Privacy of student records; social security numbers***

49450-49458 Physical examinations

49602 Confidentiality of pupil information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey or examination concerning personal beliefs

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

#### **UNITED STATES CODE, TITLE 20**

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

### **Management Resources:**

#### **WEB SITES**

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

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

~~CDE: <http://www.cde.ca.gov>~~

~~USDOE, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpco>~~

***U.S. Department of Education, Family Policy Compliance Office:***

***<http://www.ed.gov/offices/OM/fpco>***

### **Policy**

adopted: ~~July 20, 2017~~ ***June 14, 2018***

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Ridgecrest, California**

**Student And Family Privacy Rights****Definition**

~~Personal information means individually identifiable information including a student's or parent/guardian's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a social security identification number. (20 USC 1232h)~~

**Surveys Requesting Information about Beliefs and Practices**

A student's parent/guardian, *or a student who is an adult or emancipated minor*, shall provide prior written consent before the student *is required to* participates in a survey ~~containing inquiring about~~ one or more of the following items: (20 USC 1232h; Education Code 51513)

1. Political affiliations or beliefs of the student or his/her ~~family~~ *parent/guardian*
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating or demeaning behavior
5. Critical appraisals of other individuals with whom students have close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians or ministers
7. Religious practices, affiliations or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5148 - Child Care and Development)*

If a student participates in such a survey ~~regarding~~ *requesting* information about *personal* beliefs and practices ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~

~~(cf. 6162.8 - Research)~~

**Student And Family Privacy Rights**

Notwithstanding the above requirements *for prior written consent*, the district may administer to students in grades 7-12, anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about the student's attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, *in writing*, that their child not participate. (Education Code 51938)

***If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)***

~~Exceptions to Collection of Personal Information~~

~~Any district restriction regarding collection of personal information shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following: (20 USC 1232h)~~

- ~~1. College or other postsecondary education recruitment or military recruitment~~
  - ~~2. Book clubs, magazines, and programs providing access to low-cost literary products~~
  - ~~3. Curriculum and instructional materials used by elementary and secondary schools~~
  - ~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments~~
  - ~~5. The sale by students of products or services to raise funds for school-related or education-related activities (cf. 1321—Solicitation of Funds from and by Students)~~
  - ~~6. Student recognition programs~~
- ~~(cf. 5126—Awards for Achievement)~~

**Parent/Guardian Access to Surveys and Instructional Materials**

***The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)***



**Student And Family Privacy Rights**

**1. *A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices***

**2. *Any instructional material to be used as part of his/her child's educational curriculum***

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

~~Before school staff administers a survey or evaluation containing personal information as identified above or distributes an instrument to a student for the purpose of collecting personal information for marketing, the student's parent/guardian may: (20 USC 1232h; Education Code 51938)~~

~~1. Upon request, inspect that survey or instrument before it is administered or distributed to his/her child or any instructional material used as part of his/her child's educational curriculum (cf. 5020 - Parent Rights and Responsibilities)~~

Within a reasonable period of time of receiving a ***parent/guardian's request***, the principal or designee shall permit a parent/guardian to view ~~a~~***the survey or other document he/she requested.*** ~~instrument or instructional material.~~ A parent/guardian may view the document any time during normal business hours.

~~2. Refuse to allow his/her child to participate in the activity~~

Students whose parents/guardians exercise this option shall not be penalized by the district. (20 USC 1232h)

**Health Examinations**

***Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a nonemergency, invasive physical examination without prior written notice to his/her parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)***

~~No school official or staff member shall subject a student to a non-emergency, invasive physical examination as a condition for school attendance, except as permitted or required under California law. (20 USC 1232h)~~

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion or

**Student And Family Privacy Rights**

injection into the body, but does not include a properly authorized hearing, vision or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

**(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)**

(cf. 5141.3 - Health Examinations)

**(cf. 5141.32 - Health Screening for School Entry)**

**(cf. 5141.6 - School Health Services)**

**Notifications**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this policy and administrative regulation **and the accompanying Board policy**
3. The specific or approximate dates during the school year when the following activities are scheduled:
  - a. Survey requesting personal information
  - b. Physical exams or screenings

Prior to administering anonymous and voluntary surveys regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change in this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

Regulation

approved: ~~September 15, 2005~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.9 Approval of Revisions to Board Policy 0410, Nondiscrimination in District Programs and Activities

---

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

**CURRENT CONSIDERATIONS:** This board policy is being updated to reflect a new law (AB 699) which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. This policy also reflects provisions of the Attorney General's model policy and new law (SB 31) which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** Approve revisions to Board Policy 0410, Nondiscrimination in District Programs and Activities as submitted.

**Nondiscrimination In District Programs And Activities**

The Governing Board is committed to equal opportunity for all individuals in education. District programs and activities shall be free from unlawful discrimination including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)  
(cf. 4030 - Nondiscrimination in Employment)  
(cf. 4032 - Reasonable Accommodation)  
(cf. 4033 - Lactation Accommodation)  
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)  
(cf. 5131.2 - Bullying)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.4 - Identification of Individuals for Special Education)  
(cf. 6164.6 - Identification and Education under Section 504)  
(cf. 6178 - Career Technical Education)  
(cf. 6200 - Adult Education)

*All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.*

(cf. 3540 - Transportation)  
(cf. 3553 - Free and Reduced Price Meals)  
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

**Nondiscrimination In District Programs And Activities**

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

***In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)***

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

## **Nondiscrimination In District Programs And Activities**

### **Access for Individuals with Disabilities**

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals At School)  
(cf. 7110 - Facilities Master Plan)  
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

(cf. 6020 - Parent Involvement)  
(cf. 9320 - Meetings and Notices)  
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent of Human Resources  
113 W. Felspar Ave.  
Ridgecrest, CA 93555  
760-499-1620

Legal Reference:  
EDUCATION CODE

**Nondiscrimination In District Programs And Activities**

200-262.4 Prohibition of discrimination

**48980 Parental notifications**

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

**GOVERNMENT CODE**

**8310.3 California Religious Freedom Act**

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

~~11138 Rules and regulations~~

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

**PENAL CODE**

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

**CODE OF REGULATIONS, TITLE 5**

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

**UNITED STATES CODE, TITLE 20**

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

**UNITED STATES CODE, TITLE 29**

794 Section 504 of the Rehabilitation Act of 1973

**UNITED STATES CODE, TITLE 42**

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

**CODE OF FEDERAL REGULATIONS, TITLE 28**

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

**CODE OF FEDERAL REGULATIONS, TITLE 34**

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

**Management Resources:**

**CSBA PUBLICATIONS**

## **Nondiscrimination In District Programs And Activities**

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014~~

~~Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

***Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018***

**CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS**

California Law Prohibits Workplace Discrimination and Harassment

**U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**

~~Dear Colleague Letter: Transgender Students, May 2016~~

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

***Dear Colleague Letter, May 26, 2011***

Dear Colleague Letter: Harassment and Bullying, October 2010

***Notice of Non-Discrimination, Fact Sheet, August 2010***

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

~~Notice of Non-Discrimination, January 1999~~

~~Protecting Students from Harassment and Hate Crime, January 1999~~

Nondiscrimination in Employment Practices in Education, August 1991

**U.S. DEPARTMENT OF JUSTICE PUBLICATIONS**

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

**WORLD WIDE WEB CONSORTIUM PUBLICATIONS**

Web Content Accessibility Guidelines, December 2008

**WEB SITES**

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

***California Office of the Attorney General: <http://oag.ca.gov>***

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

~~U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:  
<http://www.ada.gov>~~

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:  
<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>



Philosophy, Goals, Objectives and Comprehensive Plans

BP 0410 (f)

**Nondiscrimination In District Programs And Activities**

Policy  
adopted: ~~January 19, 2017~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.10 Approval of Revisions to Board Policy 5131.2, Bullying

---

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: This policy has been updated to reflect a new law (AB 699) which requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. This policy also reflects the California Attorney General's model policy developed pursuant to AB 699, which requires staff training with specified components related to bullying prevention and response.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 5131.2, Bullying as presented.

**Bullying**

The Sierra Sands Unified School District recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

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

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

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

(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

**Bullying**

(cf. 1020 - Youth Services)

**Bullying Prevention**

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

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

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History - Social Science Instruction)

*Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.*

*The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:*

- 1. Discuss the diversity of the student body and school community, including their varying immigration experiences*
- 2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims*
- 3. Identify the signs of bullying or harassing behavior*
- 4. Take immediate corrective action when bullying is observed*

**Bullying****5. *Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior***

~~Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

**Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

**Complaints and Investigation**

Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

**Bullying**

(cf. 1312.3 - Uniform Complaint Procedures)

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. Within two business days of receiving a report of bullying, the principal shall notify a district compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

***Investigation and Resolution of Complaints***

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

**Discipline**

Corrective actions for a student who commits an act of bullying of any type may include

**Bullying**

counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)  
 (cf. 5144 - Discipline)  
 (cf. 5144.1 - Suspension and Expulsion/Due Process)  
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
 (cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.3 - Dismissal)  
 (cf. 4118 - Suspension/Disciplinary Action)  
 (cf. 4119.21/4219.21/4319.21 - Professional Standards)  
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

**Legal Reference:****EDUCATION CODE**

200-262.4 Prohibition of discrimination  
 32282 Comprehensive safety plan  
 32283.5 Bullying; online training  
 35181 Governing board policy on responsibilities of students  
 35291-35291.5 Rules  
 48900-48925 Suspension or expulsion  
 48985 Translation of notices  
 52060-52077 Local control and accountability plan

**PENAL CODE**

422.55 Definition of hate crime  
 647 Use of camera or other instrument to invade person's privacy; misdemeanor  
 647.7 Use of camera or other instrument to invade person's privacy; punishment  
 653.2 Electronic communication devices, threats to safety

**CODE OF REGULATIONS, TITLE 5**

4600-4687 Uniform complaint procedures

**UNITED STATES CODE, TITLE 47**

254 Universal service discounts (e-rate)

**CODE OF FEDERAL REGULATIONS, TITLE 28**

35.107 Nondiscrimination on basis of disability; complaints

**CODE OF FEDERAL REGULATIONS, TITLE 34**

## **Bullying**

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

### **COURT DECISIONS**

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

### **Management Resources:**

#### **CSBA PUBLICATIONS**

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

***California's Social and Emotional Learning: Guiding Principles, 2018***

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

#### **CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

***Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018***

#### **U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**

***Guidance to Schools: Bullying of Students with Disabilities, October 2014***

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

***Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010***

Dear Colleague Letter: Harassment and Bullying, October 2010

#### **WEB SITES**

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

***California Office of the Attorney General: <http://oag.ca.gov>***

***Center on Great Teachers and Leaders: <http://gtlcenter.org>***

***Collaborative for Academic Social and Emotional Learning: <http://casel.org>***



Students

BP 5131.2 (g)

## **Bullying**

Common Sense Media: <http://www.common sense media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

**Partnership for Children and Youth: <http://www.partnerforchildren.org>**

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: ~~July 21, 2016~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.11 Approval of Revisions to Administrative Regulation and New Exhibit 5125.1, Release of Directory Information

---

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: The administrative regulation updated to reflect the California Attorney General's model policy, developed pursuant to a new law (AB 699), which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin. The district does not currently have an exhibit for this regulation.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Administrative Regulation and new Exhibit 5125.1, Release of Directory Information.

**Release Of Directory Information**

## Definition

Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (34 CFR 99.3; Education Code 49061; **20 USC 1232g**)

1. Name
2. Address
3. Telephone number
4. Electronic mail address
- ~~5. Photograph~~
- ~~6.5.~~ Date and place of birth
- ~~7.6.~~ Major field of study
- ~~8.7.~~ Participation in officially recognized activities and sports
- ~~9.8.~~ Weight and height of athletic team members
- ~~10.9.~~ Dates of attendance
- ~~11.10.~~ Degrees and awards received
- ~~12.11.~~ Most recent previous school attended

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

~~Parent/Guardian Consent~~

Directory information *does not include a student's social security number or student identification number. However, for purposes of accessing or communicating in electronic systems, directory information may include a student identification number, user identification, or other personal identifier used by the student provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the*

**Release Of Directory Information**

*authorized user. (34 CFR 99.3)*

**Notification to Parents/Guardians**

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the school or district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 34 CFR 99.37)

(cf. 5125 - Student Records)

(cf. 5145.6 - Parental Notifications)

*In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.*

*(cf. 5145.13 - Response to Immigration Enforcement)*

*The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)*

**Parent/Guardian Consent**

*No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years or older, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

*For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district,*

Students

AR 5125.1 (c)

**Release Of Directory Information**

*unless the opt-out request has been rescinded. (34 CFR 99.37)*

Regulation

approved: ~~September 19, 2002~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

*Release Of Directory Information*

**PARENT/GUARDIAN NOTICE  
RELEASE OF DIRECTORY INFORMATION**

*The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that Sierra Sands Unified School District with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include this type of information from your child's education records in certain school and/or district publications. Examples include:*

- \* a playbill, showing your child's role in a drama production*
- \* the annual yearbook*
- \* honor roll or other recognition lists*
- \* graduation programs*
- \* sports activity sheets, such as for wrestling, showing weight and height of team members*

*Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), as amended, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.*

*If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by \_\_\_\_\_(insert date)\_\_\_\_\_. The district has designated the following information as directory information:*

- 1. Name*
- 2. Address*
- 3. Telephone number*
- 4. Email address*

*Release Of Directory Information*

5. *Date of birth*
6. *Major field of study*
7. *Participation in officially recognized activities and sports*
8. *Weight and height of athletic team members*
9. *Dates of attendance*
10. *Degrees and awards received*
11. *Most recent previous school attended*

*The district also may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, provided it cannot be used to access education records without a personal identification number (PIN), password, or other factor that only the authorized user knows. Your child's social security number will not be used for this purpose.*

*Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin. The district will not disclose such information without your consent or a court order.*

*Exhibit*  
*version: June 14, 2018*

*SIERRA SANDS UNIFIED SCHOOL DISTRICT*  
*Ridgecrest, California*

7. POLICY DEVELOPMENT AND REVIEW

7.12 Approval of First Read and Adoption of Board Policy/Administrative Regulation 5145.13, Response to Immigration Enforcement

---

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: The new policy and administrative regulation reflect a new law (AB 699) which mandates districts to adopt, by July 1, 2018, a policy consistent with the model policy developed by the California Attorney General, including a policy related to the district's response to requests by law enforcement for access to information, students, or school grounds for immigration enforcement purposes and actions to be taken in the event that a student's family member is detained or deported. The policy also reflects a new law (SB 31) which prohibits districts from compiling or assisting federal government authorities with compiling a list, registry, or database based on students' national origin, ethnicity, or religion.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve first read and adoption of Board Policy and Administrative Regulation 5145.13, Response to Immigration Enforcement as presented.



*Response To Immigration Enforcement*

*The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.*

*District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)*

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

*No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)*

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

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

*The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)*

*(cf. 5145.6 - Parental Notifications)*

*Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.*

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.*

*Response To Immigration Enforcement*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)*

*Legal Reference:*

**EDUCATION CODE**

*200 Educational equity*

*220 Prohibition of discrimination*

*234.1 Safe Place to Learn Act*

*234.7 Student protections relating to immigration and citizenship status*

*48204.4 Evidence of residency for school enrollment*

*48980 Parental notifications*

*48985 Notices to parents in language other than English*

**GOVERNMENT CODE**

*8310.3 California Religious Freedom Act*

**PENAL CODE**

*422.55 Definition of hate crime*

*627.1-627.6 Access to school premises, outsiders*

**UNITED STATES CODE, TITLE 20**

*1232g Family Educational Rights and Privacy Act*

**COURT DECISIONS**

*Plyler v. Doe, 457 U.S. 202 (1982)*

*Management Resources:*

**CSBA PUBLICATIONS**

*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017*

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018*

**WEB SITES**

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

*California Office of the Attorney General: <http://oag.ca.gov>*

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

*Students*

*BP 5145.13 (c)*

*Response To Immigration Enforcement*

*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*California Department of Justice: <http://www.justice.gov>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www.ed.gov/about/offices/list/ocr>*

*U.S. Immigration and Customs Enforcement: <http://www.ice.gov>*

*U.S. Immigration and Customs Enforcement, Online Detainee Locator System:*

*<http://locator.ice.gov/odls>*

*Policy*

*Adopted: June 14, 2018*

*SIERRA SANDS UNIFIED SCHOOL DISTRICT*

*Ridgecrest, California*

*Response To Immigration Enforcement*

*Responding to Requests for Information*

*Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.*

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:*

- 1. Notify the Superintendent or designee about the information request*
- 2. Provide students and families with appropriate notice and a description of the immigration officer's request*
- 3. Document any request for information by immigration authorities*
- 4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)*

*Responding to Requests for Access to Students or School Grounds*

*District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests*

*Response To Immigration Enforcement*

*or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.*

*(cf. 5145.12 - Search and Seizure)*

*All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)*

*(cf. 1250 - Visitors/Outsiders)*

*District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.*

*(cf. 3515.3 - District Police/Security Department)*

*As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.*

*In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:*

- 1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action*
- 2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information*
- 3. Ask the officer for his/her reason for being on school grounds and document the response*
- 4. Request that the officer produce any documentation that authorizes his/her school access*
- 5. Make a copy of all documents produced by the officer and retain one copy for school records*

*Response To Immigration Enforcement*

6. *If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee*

7. *If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:*

a. *If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.*

b. *If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.*

c. *If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.*

8. *Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.*

9. *After the encounter with the officer, promptly make written notes of all interactions with the officer, including:*

a. *A list or copy of the officer's credentials and contact information*

b. *The identity of all school personnel who communicated with the officer*

c. *Details of the officer's request*

d. *Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge*

e. *District staff's response to the officer's request*

f. *Any further action taken by the officer*

***Response To Immigration Enforcement***

***g. A photo or copy of any documents presented by the officer***

***10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official***

***The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)***

***The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.***

***Responding to the Detention or Deportation of Student's Family Member***

***The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.***

***(cf. 5141 - Health Care and Emergencies)***

***The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.***

***In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.***

***The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student***

*Students*

*AR 5145.13 (e)*

*Response To Immigration Enforcement*

*lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)*

*(cf. 5111.1 - District Residency)*

*Policy*

*Adopted: June 14, 2018*

*SIERRA SANDS UNIFIED SCHOOL DISTRICT*

*Ridgecrest, California*



7. POLICY DEVELOPMENT AND REVIEW

7.13 Approval of Revisions to Board Policy/Administrative Regulation 5145.3, Non-discrimination/Harassment

---

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: There are minor revisions made in the policy and administration regulation to reflect a new law (AB 699) which prohibits discrimination based on immigration status.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy/Administrative Regulation 5145.3, Nondiscrimination/Harassment as presented.

**Nondiscrimination/Harassment**

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, discriminatory harassment, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, *immigration status*, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5131 - Conduct)  
(cf. 5131.2 - Bullying)  
(cf. 5137 - Positive School Climate)  
(cf. 5145.9 - Hate-Motivated Behavior)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6164.6 - Identification and Education under Section 504)

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

**Nondiscrimination/Harassment**

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. The Superintendent or designee shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1330 - Use of Facilities)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)  
(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.2 - Freedom of Speech/Expression)

**Nondiscrimination/Harassment****Record-Keeping**

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

**Legal Reference:****EDUCATION CODE**

200-262.4 Prohibition of discrimination  
 48900.3 Suspension or expulsion for act of hate violence  
 48900.4 Suspension or expulsion for threats or harassment  
 48904 Liability of parent/guardian for willful student misconduct  
 48907 Student exercise of free expression  
 48950 Freedom of speech  
 48985 Translation of notices  
 49020-49023 Athletic programs  
 51500 Prohibited instruction or activity  
 51501 Prohibited means of instruction  
 60044 Prohibited instructional materials

**CIVIL CODE**

1714.1 Liability of parents/guardians for willful misconduct of minor

**GOVERNMENT CODE**

***11135 Nondiscrimination in programs or activities funded by state***

**PENAL CODE**

422.55 Definition of hate crime  
 422.6 Crimes, harassment  
 CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures  
 4900-4965 Nondiscrimination in elementary and secondary education programs

**UNITED STATES CODE, TITLE 20**

1681-1688 Title IX of the Education Amendments of 1972  
 12101-12213 Title II equal opportunity for individuals with disabilities

**UNITED STATES CODE, TITLE 29**

794 Section 504 of Rehabilitation Act of 1973

**UNITED STATES CODE, TITLE 42**

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

## **Nondiscrimination/Harassment**

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014~~

~~Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014~~

~~Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~

***Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016***

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

***Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018***

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

~~NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS~~

~~Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004~~

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

~~Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016~~

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

~~Notice of Non-Discrimination, January 1999~~

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

**California Office of the Attorney General: <http://oag.ca.gov>**

Students

BP 5145.3 (e)

**Nondiscrimination/Harassment**

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy

adopted: ~~October 20, 2016~~ **June 14, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

**Nondiscrimination/Harassment**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, national origin, nationality, *immigration status* ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent of Human Resources  
113 W. Felspar Ave.  
Ridgecrest, CA 93555  
760-499-1620  
compliance@ssusd.org

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.3 - Uniform Complaint Procedures)

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures including the coordinator/compliance officer's contact information, students, parents/guardians, employees, volunteers, and the general public, by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.
2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following:

**Nondiscrimination/Harassment**

(Education Code 221.61)

- a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
- b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
- c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
  - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
  - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
  - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

(Education Code 234.1)

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students which will be placed in the Annual Notice to Parents/Guardians. This notice shall inform students and parents/guardians request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The



**Nondiscrimination/Harassment**

notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

**Nondiscrimination/Harassment****Enforcement of District Policy**

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

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

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

**Process for Initiating and Responding to Complaints**

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not

**Nondiscrimination/Harassment**

the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall ***make a note of the report and encourage*** ~~inform~~ the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment. ***Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.***

~~Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3.~~

***Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.***

(cf. 5141.4 - Child Abuse Prevention and Reporting)

**Transgender and Gender-Nonconforming Students**

*Gender identity* means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally

**Nondiscrimination/Harassment**

associated with the student's physiology or assigned sex at birth.

*Gender expression* means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

*Gender transition* refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

*Gender-nonconforming* student means a student whose gender expression differs from stereotypical expectations.

*Transgender student* means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs

**Nondiscrimination/Harassment**

7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

**Nondiscrimination/Harassment**

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Co-curricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

**Nondiscrimination/Harassment**

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

Regulation

Approved: ~~December 14, 2017~~ *June 14, 2018*

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Ridgecrest, California

## 7. POLICY DEVELOPMENT AND REVIEW

### 7.14 Approval of Revisions to Board Policy/Exhibit 5145.6, Parental Notifications

**BACKGROUND INFORMATION:** The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service.

**CURRENT CONSIDERATIONS:** The policy has been revised to reflect legal federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. The policy is also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English. The exhibit was updated to reflect notices required by a new law, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (AB 699), the employee code of conduct related to employee interactions with students (AB 500), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (AB 81), a negative balance in a student's meal account (SB 250), educational rights of children of military families (AB 365), and any excessive level of lead found in drinking water (AB 746). Two legal cites renumbered pursuant to federal law and regulations.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** Approve the revisions to Board Policy/Exhibit 5145.6, Parental Notifications as presented.



## Parental Notifications

The Governing Board ~~recognizes~~ ***desires to promote*** that notifications are essential to effective communication between the school and the home ***and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians.*** The Superintendent or designee shall send parents/guardians and students all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)

***(cf. 5022 - Student and Family Privacy Rights)***

~~(cf. 5124 - Communication with Parents/Guardians)~~

(cf. 6020 - Parent Involvement)

~~n~~Notice of ~~The rights and responsibilities of parents/guardians required pursuant to as specified in~~ Education Code 48980 shall be sent at the beginning of each academic year and may be provided ~~either~~ by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used ***by the district to for*** ~~written~~ communication with parents/guardians ~~in~~. (Education Code 48981, 48982)

No ~~If any such~~ activity specified in Education Code 48980 ~~will~~ shall be undertaken with respect to any particular student unless his/her parent/guardian has been ***informed of such action*** through ~~by any school during the forthcoming school term,~~ the annual notification shall state that ~~fact any such or other separate special notification.~~ of ~~s~~Such ***notice shall state the activity that will be undertaken*** and the approximate date on which ***the activity will occur***. ~~action notification~~ (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Notifications ~~to parents/guardians shall be written~~ ***presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand both in English and in the family's primary when so required by law.***

***Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.***

## Parental Notifications

(Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, **he/she shall inform** the principal or designee **who** shall work with the parent/guardian to establish other appropriate means of communication. ~~20 USC 6311, 6312~~

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

**234.7 Student protections relating to immigration and citizenship status**

262.3 Appeals for discrimination complaints; information regarding availability of civil remedies

~~310-311 Structured English immersion~~ **Language acquisition** programs, ~~parental exception~~  
~~waivers~~

313 Reclassification of English learners, parental consultation

**313.2 Long-term English learner, notification**

440 English language proficiency assessment; instruction in English language development

**8483 Before/after school program; enrollment priorities**

17288 Building standards for university campuses

17611.5-17612 Notification of pesticide use

32221.5 Insurance for athletic team members

32255-32255.6 Right to refuse harmful or destructive use of animals

32390 Fingerprint program; contracts; funding; consent of parent/guardian

**33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act**

35160.5 Extracurricular and cocurricular activities

35178.4 Notice of accreditation status

35182.5 Advertising in the classroom

35183 School dress codes; uniforms

35186 Complaints concerning deficiencies in instructional materials and facilities

35211 Driver training; district insurance, parent/guardian liability

35256 School Accountability Report Card

35258 School Accountability Report Card

35291 Rules for student discipline

37616 Consultation regarding year-round schedule

39831.5 School bus rider rules and information

**44050 Employee codes of conduct, employee interactions with students**

44808.5 Permission to leave school grounds

46010.1 Notice regarding excuse to obtain confidential medical services

46014 Regulations regarding absences for religious purposes

**Parental Notifications**

46600-46611 Interdistrict attendance agreements  
48000 Minimum age of admission  
48070.5 Promotion or retention of students  
48204 Residency requirements  
48205 Absence for personal reasons  
48206.3 Students with temporary disabilities; individual instruction; definitions  
48207-48208 Students with temporary disabilities in hospitals  
48213 Prior notice of exclusion from attendance  
48216 Immunization  
~~EDUCATION CODE (continued)~~  
48260.5 Notice regarding truancy  
48262 Need for parent conference regarding truancy  
48263 Referral to school attendance review board or probation department  
48301 Interdistrict transfers  
48350-48361 Open Enrollment Act  
48354 Option to transfer from school identified under Open Enrollment Act  
48357 Status of application for transfer from school identified under Open Enrollment Act  
**48412 Certificate of proficiency**  
48432.3 Voluntary enrollment in continuation education  
48432.5 Involuntary transfers of students  
48850-48859 Education of foster youth and homeless students  
~~48853.5 Placement of foster youth~~  
48900.1 Parental attendance required after suspension  
48904 Liability of parent/guardian for willful student misconduct  
48904.3 Withholding grades, diplomas, or transcripts  
48906 Notification of release of student to peace officer  
48911 Notification in case of suspension  
48911.1 Assignment to supervised suspension classroom  
48912 Closed sessions; consideration of suspension  
48915.1 Expelled students; enrollment in another district  
48916 Readmission procedures  
48918 Rules governing expulsion procedures  
**48929 Transfer of student convicted of violent felony or misdemeanor**  
48980 Required notification at beginning of term  
48980.3 Notification of pesticide use  
48981 Time and means of notification  
48982 Parent signature acknowledging receipt of notice  
48983 Contents of notice  
48984 Activities prohibited unless notice given  
48985 Notices to parents in language other than English  
48987 Child abuse information

**Parental Notifications**

49013 Use of uniform complaint procedures for complaints regarding student fees

49063 Notification of parental rights

49067 Student evaluation; student in danger of failing course

49068 Transfer of permanent enrollment and scholarship record

49069 Absolute right to access

**49070 Challenging content of student record**

~~49069.5 Foster youth and homeless students; transfer of records; grades~~

49073 Release of directory information

49073.6 Student records, social media

49076 Access to student records

49077 Access to information concerning a student in compliance with court order

49403 Cooperation in control of communicable disease and immunization

49423 Administration of prescribed medication for student

**~~EDUCATION CODE (continued)~~**

49451 Physical examinations: parent's refusal to consent

49452.5 Screening for scoliosis

49452.7 Information on type 2 diabetes

49452.8 Oral health assessment

49456 Results of vision or hearing test

49471-49472 Insurance

49475 Student athletes; concussions and head injuries

49480 Continuing medication regimen for nonepisodic conditions

49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970

**49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account**

~~51225.1 Transfer of foster or homeless youth; e~~Exemption from district graduation requirements

~~51225.2 e~~Course credits; ~~f~~*foster youth and homeless youth, former juvenile court school students and military-connected students*

51225.3 Graduation requirements; courses that satisfy college entrance criteria

51229 Course of study for grades 7-12

51513 Personal beliefs; privacy

51938 HIV/AIDS and sexual health instruction

**52164 Language census**

52164.1 Census-taking methods; determination of primary language; assessment of language skills

52164.3 Reassessment of English learners; notification of results

54444.2 Migrant education programs; parent involvement

56301 Child-find system; policies regarding written notification rights

56321 Special education: proposed assessment plan

56321.5-56321.6 Notice of parent rights pertaining to special education

56329 Written notice of right to findings; independent assessment

**Parental Notifications**

56341.1 Development of individualized education program; right to audio record meeting  
 56341.5 Individualized education program team meetings  
 56343.5 Individualized education program meetings  
 56521.1 Behavioral intervention  
 58501 Alternative schools; notice required prior to establishment  
 60615 Exemption from state assessment  
 60641 California Assessment of Student Performance and Progress  
~~60850-60859 High school exit examination~~  
 69432.9 Submission of grade point average to Cal Grant program

**CIVIL CODE**

***1798.29 District records, breach of security***

**HEALTH AND SAFETY CODE**

1596.857 Right to enter child care facility  
 104420 Tobacco use prevention  
 104855 Availability of topical fluoride treatment  
***116277 Lead testing of school drinking water***  
 120365-120375 Immunizations  
 120440 Sharing immunization information  
 124100-124105 Health screening and immunizations

**PENAL CODE**

626.81 Notice of permission granted to sex offender to volunteer on campus  
 627.5 Hearing request following denial or revocation of registration

**CIVIL CODE**

~~***1798.29 District records, breach of security***~~

**CODE OF REGULATIONS, TITLE 5**

852 Exemptions from state assessments  
 863 Reports of state assessment results  
 3052 Behavioral intervention  
 4622 Notification of uniform complaint procedures  
 4631 Uniform complaint procedures; notification of decision and right to appeal  
 4702 Student transfer from school identified under Open Enrollment Act  
 4917 Notification of sexual harassment policy  
 11303 Reclassification of English learners  
~~11309 Parental exception waivers~~

11511.5 English language proficiency assessment; test results  
 11523 Notice of proficiency examinations  
 18066 Child care policies regarding excused and unexcused absences  
 18094-18095 Notice of Action; child care services  
 18114 Notice of delinquent fees; child care services  
 18118-18119 Notice of Action; child care services

**CODE OF REGULATIONS, TITLE 17**

## Parental Notifications

2951 Hearing tests

6040 Time period to obtain needed immunizations

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1232h Privacy rights

1415 Procedural safeguards

### ***6311 State plan***

6312 Local education agency plans

6316 **8** Parent and family engagement

~~7012 Instruction in English language development~~

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

1758 Child nutrition programs

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 Eligibility criteria for free and reduced-price meals

245.6a Verification of eligibility for free and reduced-price meals

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.30 Disclosure of personally identifiable information

99.34 Student records, disclosure to other educational agencies

99.37 Disclosure of directory information

~~CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)~~

104.32 District responsibility to provide free appropriate public education

104.36 Procedural safeguards

104.8 Nondiscrimination

106.9 Dissemination of policy, nondiscrimination on basis of sex

200.61-~~48~~ Teacher qualifications

300.300 Parent consent for special education evaluation

300.322 Parent participation in IEP team meetings

300.502 Independent educational evaluation of student with disability

300.503 Prior written notice regarding identification, evaluation, or placement of student with disability

300.504 Procedural safeguards notice for students with disabilities

300.508 Due process complaint

300.530 Discipline procedures

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

Management Resources:

Students

BP 5145.6 (g)

**Parental Notifications**

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

***Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017***

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

U.S. Department of Agriculture, Food and Nutrition Service:

<http://www.fns.usda.gov>

Policy

adopted: ~~July 21, 2016~~ ***June 14, 2018***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

**Parental Notifications**

Cautionary Notice: Government Code 17581.5 ~~relieves~~**releases** districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2015~~7~~(AB 937, Ch. 104, Statutes of 2015~~7~~) extends the suspension of these requirements through the 2015~~7~~-16~~8~~ fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

**I. Annually**

***When to Notify: Beginning of each school year***

***Education or Other Legal Code: Education Code 234.7***

***Board Policy/Administrative Regulation #: See BP 0410***

***Subject: Right to a free public year 234.7 education regardless of immigration status or religious beliefs***

***When to Notify: Beginning of each school year***

***Education or Other Legal Code: Education Code 310***

***Board Policy/Administrative Regulation #: See BP 6142.2, See AR 6174***

***Subject: Information on the district's language acquisition program***

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1

Education or Other Legal Code: Education Code 35256, 35258

Board Policy/Administrative Regulation #: See BP 0510

Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 35291, 48980

Board Policy/Administrative Regulation #: See AR 5144, See AR 5144.1

Subject: District and site discipline rules

***When to Notify: Beginning of each school year***

***Education or Other Legal Code: Education Code 44050***

***Board Policy/Administrative Regulation #: See BP 4119.21, See BP 4219.21, See BP 4319.21***

***Subject: Code of conduct addressing employee interactions with students***



**Parental Notifications**

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 46010.1  
Board Policy/Administrative Regulation #: See BP 5113  
Subject: Absence for confidential medical services

***When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school***  
***Education or Other Legal Code: Education Code 48929, 48980***  
***Board Policy/Administrative Regulation #: See BP 5116.2***  
***Subject: District policy authorizing transfer***

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980  
Board Policy/Administrative Regulation #: See BP 6111  
Subject: Schedule of minimum days ***and student-free staff development days***

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917  
Board Policy/Administrative Regulation #: See AR 5145.7  
Subject: ***Copy of*** Sexual harassment policy as related to students

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 32255-32255.6  
Board Policy/Administrative Regulation #: See AR 5145.8  
Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361  
Board Policy/Administrative Regulation #: See BP 5111.1, See AR 5116.1, See AR 5117  
Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence  
Education or Other Legal Code: Education Code 48980, 46014  
Board Policy/Administrative Regulation #: ~~See BP 5113~~, See AR 5113  
Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year  
Education or Other Legal Code: Education Code 48980, 48205  
Board Policy/Administrative Regulation #: ~~See BP 5113~~, AR 5113, See AR ***BP*** 6154

**Parental Notifications**

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; *full text of Education Code 48205*

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208

Board Policy/Administrative Regulation #: See AR 6183

Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49403

Board Policy/Administrative Regulation #: See BP 5141.31

Subject: School immunization program

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49423, 49480

Board Policy/Administrative Regulation #: See AR 5141.21

Subject: Administration of prescribed medication

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49471, 49472

Board Policy/Administrative Regulation #: See BP 5143

Subject: Availability of insurance

When to Notify: Annually

Education or Other Legal Code: 49013; 5 CCR 4622

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3

Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7

## **Parental Notifications**

Board Policy/Administrative Regulation #: See AR 5125

Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Release of directory information

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5

Board Policy/Administrative Regulation #: See AR 3553

Subject: ***Eligibility and application process for*** Free and reduced price meals

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 51513, 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8

Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; ***inspection rights and procedures***

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 56301

Board Policy/Administrative Regulation #: See BP 6164.4

Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 58501, 48980

Board Policy/Administrative Regulation #: See AR 6181

Subject: Alternative schools

When to Notify: Beginning of each school year

Education or Other Legal Code: Health and Safety Code 104855

Board Policy/Administrative Regulation #: See AR 5141.6

Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually

Education or Other Legal Code: 5 CCR 852; Education Code 60615

Board Policy/Administrative Regulation #: See AR 6162.51

**Parental Notifications**

Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds

Education or Other Legal Code: 20 USC 6312; 34 CFR 200.614~~8~~

Board Policy/Administrative Regulation #: See BP 4112.2, See AR 4222

Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year

Education or Other Legal Code: 34 CFR 104.8, 106.9

Board Policy/Administrative Regulation #: See BP 0410, See BP 6178

Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals

Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

***When to Notify: Beginning of each school year***

***Education or Other Legal Code: USDA SP-23-2017***

***Board Policy/Administrative Regulation #: See AR 3551***

***Subject: District policy on meal payments***

**II. At Specific Times During the Student's Academic Career**

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or Other Legal Code: Education Code 221.5; 48980

Board Policy/Administrative Regulation #: See BP 6164.2

Subject: Course selection and career counseling

***When to Notify: Upon a student's enrollment***

***Education or Other Legal Code: Education Code 310***

***Board Policy/Administrative Regulation #: See BP 6142.2, See AR 6174***

***Subject: Information on the district's language acquisition programs***

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or Other Legal Code: Education Code 32390, 48980

**Parental Notifications**

Board Policy/Administrative Regulation #: See AR 5142.1  
Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district

Education or Other Legal Code: Education Code 35211

Board Policy/Administrative Regulation #: None

Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported

Education or Other Legal Code: Education Code 39831.5

Board Policy/Administrative Regulation #: See AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to Notify: Beginning of each school year for high school students, if high school is open campus

Education or Other Legal Code: Education Code 44808.5, 48980

Board Policy/Administrative Regulation #: See AR 5112.5

Subject: Open campus

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or Other Legal Code: Education Code 48980, 51225.3

Board Policy/Administrative Regulation #: See AR 6146.1

Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of districts CTE courses that satisfy a-g course criteria

***When to Notify: Upon a student's enrollment***

***Education or Other Legal Code: Education Code 49063***

***Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3***

***Subject: Specified rights related to student records***

~~When to Notify: Beginning of each school year, for high school students~~

~~Education or Other Legal Code: Education Code 48980, 52244~~

~~Board Policy/Administrative Regulation #: See AR 6141.5~~

~~Subject: Availability of state funds to cover costs of advanced placement exam fees~~

When to Notify: When students entering grade 7

Education or Other Legal Code: Education Code 49452.7

Board Policy/Administrative Regulation #: See AR 5141.3

## Parental Notifications

Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school

Education or Other Legal Code: Education Code 49452.8

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to Notify: Beginning of each school year for students in grades 9-12

Education or Other Legal Code: Education Code 51229, 48980

Board Policy/Administrative Regulation #: See AR 6143

Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12, *or at time of enrollment if after beginning of year*

Education or Other Legal Code: Education Code 51938, 48980

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Sexual health and HIV prevention education; right to view A/V materials, ~~who's teaching~~ *whether taught by district staff or outside consultants, right to* request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests *or, if results not available in school year, within 20 working days of start of next school year*

Education or Other Legal Code: Education Code 60641; 5 CCR 863

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12

Education or Other Legal Code: Education Code 69432.9

Board Policy/Administrative Regulation #: See AR 5121, See AR 5125

Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: When child is enrolled in kindergarten

Education or Other Legal Code: Health and Safety Code 124100, 124105

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Health screening examination

When to Notify: To students in grades 11-12, early enough to enable registration for fall test

Education or Other Legal Code: 5 CCR 11523

Board Policy/Administrative Regulation #: See AR 6146.2

**Parental Notifications**

Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: To secondary students, if district receives Title I funds

Education or Other Legal Code: 20 USC 7908

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Request that district not release name, address, phone number of child to military recruiters without prior written consent

**III. When Special Circumstances Occur**

When to Notify: In the event of a breach of security of district records, security of district records,

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: See BP 3580

Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination

Education or Other Legal Code: Education Code 262.3

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Civil law remedies available to complainants

~~When to Notify: When student has been placed in structured English immersion program~~

~~Education or Other Legal Code: Education Code 310.311; 5 CCR 11309~~

~~Board Policy/Administrative Regulation #: See AR 6174~~

~~Subject: Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements~~

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient

Education or Other Legal Code: Education Code 313; 5 CCR 11303

Board Policy/Administrative Regulation #: See AR 6174

Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives *Titles I or Title III funds for English learner programs*, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year

Education or Other Legal Code: Education Code *313.2*, 440; 20 USC ~~7012~~ *6312*

Board Policy/Administrative Regulation #: See AR 6174

Subject: Reason for classification, level of English proficiency, *identification as long-term English learner*, description of program(s), *option to decline program or choose alternate*,

**Parental Notifications**

*option to remove student from program at any time, exit requirements of program*

***When to Notify:*** *When homeless or foster youth applies for enrollment in before/after school program*

***Education or Other Legal Code:*** *Education Code 8483*

***Board Policy/Administrative Regulation #:*** *See AR 5178.2*

***Subject:*** *Right to priority enrollment how to request priority enrollment*

**When to Notify:** Before high school student attends specialized secondary program on a university campus

**Education or Other Legal Code:** Education Code 17288

**Board Policy/Administrative Regulation #:** None

**Subject:** University campus buildings may not meet Education Code requirements for structural safety

**When to Notify:** At least 72 hours before use of pesticide product not included in annual list

**Education or Other Legal Code:** Education Code 17612

**Board Policy/Administrative Regulation #:** See AR 3514.2

**Subject:** Intended use of pesticide product

**When to Notify:** To members of athletic teams

**Education or Other Legal Code:** Education Code 32221.5

**Board Policy/Administrative Regulation #:** See AR 5143

**Subject:** Offer of insurance; no-cost and low-cost program options

***When to Notify:*** *Annually to parents/guardians of student athletes before participation in competition*

***Education or Other Legal Code:*** *Education Code 33479.3*

***Board Policy/Administrative Regulation #:*** *See AR 6145.2*

***Subject:*** *Information on sudden cardiac arrest*

**When to Notify:** If school has lost its WASC accreditation status

**Education or Other Legal Code:** Education Code 35178.4

**Board Policy/Administrative Regulation #:** See BP 6190

**Subject:** Loss of status, potential consequences

**When/Whom to Notify:** When district has contracted for electronic products or services that disseminate advertising

**Education or Other Legal Code:** Education Code 35182.5

**Board Policy/Administrative Regulation #:** BP 3112

**Subject:** Advertising will be used in the classroom or learning center



### **Parental Notifications**

When to Notify: At least six months before implementing a schoolwide uniform policy

Education or Other Legal Code: Education Code 35183

Board Policy/Administrative Regulation #: See AR 5132

Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule

Education or Other Legal Code: Education Code 37616

Board Policy/Administrative Regulation #: See BP 6117

Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days

Education or Other Legal Code: Education Code 46601

Board Policy/Administrative Regulation #: See AR 5117

Subject: Appeal process

When to Notify: Before early entry to kindergarten, if offered

Education or Other Legal Code: Education Code 48000

Board Policy/Administrative Regulation #: See AR 5111

Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention

Education or Other Legal Code: Education Code 48070.5

Board Policy/Administrative Regulation #: See AR 5123

Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health

Education or Other Legal Code: Education Code 48213

Board Policy/Administrative Regulation #: See AR 5112.2, See BP 5141.33

Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization

Education or Other Legal Code: Education Code 48216; 17 CCR 6040

Board Policy/Administrative Regulation #: See AR 5141.31

Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical care

When to Notify: When a student is classified a truant

Education or Other Legal Code: Education Code 48260.5, 48262

Board Policy/Administrative Regulation #: See AR 5113.1

**Parental Notifications**

Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department

Education or Other Legal Code: Education Code 48263

Board Policy/Administrative Regulation #: See AR 5113.1

Subject: Name and address of SARB or probation department and reason for referral

When to Notify: When a school is identified on the state's Open Enrollment List

Education or Other Legal Code: Education Code 48354; 5 CCR 4702

Board Policy/Administrative Regulation #: See AR 5118

Subject: Student's option to transfer to another school

When to Notify: Within 60 days of receiving application for transfer out of open enrollment school

Education or Other Legal Code: Education Code 48357; 5 CCR 4702

Board Policy/Administrative Regulation #: See AR 5118

Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When/Whom to Notify: When student requests to voluntarily transfer to continuation school

Education or Other Legal Code: Education Code 48432.3

Board Policy/Administrative Regulation #: See AR 6184

Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school

Education or Other Legal Code: Education Code 48432.5

Board Policy/Administrative Regulation #: See AR 6184

Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin

Education or Other Legal Code: Education Code 48853.5

Board Policy/Administrative Regulation #: See AR 6173.1

Subject: Basis for the placement recommendation

When to Notify: When student is removed from class and teacher requires parental attendance at school

Education or Other Legal Code: Education Code 48900.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Parental attendance required; timeline for attendance

## **Parental Notifications**

When to Notify: Prior to withholding grades, diplomas, or transcripts

Education or Other Legal Code: Education Code 48904

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student

Education or Other Legal Code: Education Code 48904.3

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer

Education or Other Legal Code: Education Code 48906

Board Policy/Administrative Regulation #: See BP 5145.11

Subject: Release of student to peace officer for the purpose of removing minor from school premises ***unless taken into custody as victim of suspected child abuse***

When to Notify: At time of suspension

Education or Other Legal Code: Education Code 48911

Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1

Subject: Notice of suspension

When to Notify: When original period of suspension is extended

Education or Other Legal Code: Education Code 48911

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom

Education or Other Legal Code: Education Code 48911.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension

Education or Other Legal Code: Education Code 48912

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Intent to hold a closed session re: suspension

When to Notify: When student expelled from another district for certain acts seeks admission

Education or Other Legal Code: Education Code 48915.1, 48918

Board Policy/Administrative Regulation #: See BP 5119

Subject: Hearing re: possible danger presented by expelled student

**Parental Notifications**

When to Notify: When readmission is denied

Education or Other Legal Code: Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs

Education or Other Legal Code: Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: ~~Description of~~ Readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

***When to Notify: Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school***

***Education or Other Legal Code: Education Code 48929, 48980***

***Board Policy/Administrative Regulation #: See BP 5116.2***

***Subject: Right to request a meeting with principal or designee***

When to Notify: One month before the scheduled minimum day

Education or Other Legal Code: Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site

Education or Other Legal Code: Education Code 48987

Board Policy/Administrative Regulation #: See AR 5141.4

Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course

Education or Other Legal Code: Education Code 49067

**Parental Notifications**

Board Policy/Administrative Regulation #: See AR 5121

Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school

Education or Other Legal Code: Education Code 49068

Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to receive copy of student's record and to challenge its content

***When/Whom to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals***

***Education or Other Legal Code: Education Code 49070***

***Board Policy/Administrative Regulation #: See AR 5125.3***

***Subject: If board sustains allegations, the correction of destruction of record; if denied, right to submit written objection***

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity

Education or Other Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: See BP 5125

Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter

Education or Other Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: AR 5125

Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer

Education or Other Legal Code: Education Code 49076

Board Policy/Administrative Regulation #: See AR 5125

Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena

Education or Other Legal Code: Education Code 49077

Board Policy/Administrative Regulation #: See AR 5125

Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis

Education or Other Legal Code: Education Code 49452.5

## **Parental Notifications**

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects

Education or Other Legal Code: Education Code 49456; 17 CCR 2951

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Vision or hearing test results

***When to Notify: Within 10 days of negative balance in meal account***

***Education or Other Legal Code: Education Code 49557.5***

***Board Policy/Administrative Regulation #: See AR 3551***

***Subject: Negative balance in meal account; encouragement to apply for free or reduced price meals***

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or Other Legal Code: Education Code 49475

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on concussions and head injuries

When/Whom to Notify: ~~To person holding educational rights, w~~Within 30 days of foster *youth*, ~~or homeless youth's~~ , ***former juvenile court school student, or child of military family being transferred*** between high schools

Education or Other Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: ***See BP 6146.1***, See AR 6173, See AR 6173.1, ***AR 6173.3***

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

When to Notify: Before any test/survey questioning personal beliefs

Education or Other Legal Code: Education Code 51513

Board Policy/Administrative Regulation #: See AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to Notify: ~~Within~~ ***At least*** 14 days ***before HIV prevention or sexual health*** of instruction, if arrangement made for guest speaker after beginning of school year

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Instruction in HIV prevention or sexual health by guest speaker or outside consultant

**Parental Notifications**

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency

Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5

Board Policy/Administrative Regulation #: See AR 6174

Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established

Education or Other Legal Code: Education Code 54444.2

Board Policy/Administrative Regulation #: See BP 6175, See AR 6175

Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: Health and Safety Code 1596.857

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to enter facility

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: See AR 3513.3

Subject: The district's tobacco-free schools policy and enforcement procedures

***When to Notify: When testing by community water system finds presence of lead exceeding specified level***

***Education or Other Legal Code: Health and Safety Code 116277***

***Board Policy/Administrative Regulation #: See AR 3514***

***Subject: Elevated lead level at school***

When to Notify: When sharing student immunization information with an immunization system

Education or Other Legal Code: Health and Safety Code 120440

Board Policy/Administrative Regulation #: See AR 5125

Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer

Education or Other Legal Code: Penal Code 626.81

**Parental Notifications**

Board Policy/Administrative Regulation #: See AR 1240, See BP 1250

Subject: Dates and times permission granted; obtaining information from law enforcement

When to Notify: When hearing is requested by person asked to leave school premises

Education or Other Legal Code: Penal Code 627.5

Board Policy/Administrative Regulation #: See AR 3515.2

Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law

Education or Other Legal Code: 5 CCR 4631

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: 5 CCR 18066

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services

Education or Other Legal Code: 5 CCR 18094, 18118

Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3

Subject: Policies re: Approval or denial of services

When to Notify: Upon recertification or update of application for child care or preschool services

Education or Other Legal Code: 5 CCR 18095, 18119

Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3

Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program

Education or Other Legal Code: 5 CCR 18114

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late

Education or Other Legal Code: 5 CCR 18114

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: Notice of delinquent fees



**Parental Notifications**

When to Notify: When district substantively changes policy on student privacy rights

Education or Other Legal Code: 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught

Education or Other Legal Code: 20 USC 6312

Board Policy/Administrative Regulation #: See AR 4112.24

Subject: Timely notice to parent/guardian of child's assignment

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners

Education or Other Legal Code: 20 USC 6312

Board Policy/Administrative Regulation #: See AR 6174

Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy

Education or Other Legal Code: 20 USC 6316 8

Board Policy/Administrative Regulation #: See AR 6020

Subject: Notice of policy

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals

Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a

Board Policy/Administrative Regulation #: See AR 3553

Subject: Need to submit verification information; any subsequent change in benefits; appeals

When/Whom to Notify: When student is homeless or unaccompanied minor

Education or Other Legal Code: 42 USC 11432; Education Code 48852.5

Board Policy/Administrative Regulation #: See AR 6173

Subject: Educational and related opportunities; transportation services; placement decision and right to appeal

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30

Education or Other Legal Code: 34 CFR 99.34

Board Policy/Administrative Regulation #: See AR 5125

## **Parental Notifications**

Subject: Right to review records

When to Notify: When district receives federal funding assistance for nutrition program

Education or Other Legal Code: USDA FNS Instruction 113-1

Board Policy/Administrative Regulation #: See BP 3555

Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

## **IV. Special Education Notices**

When to Notify: Prior to conducting initial evaluation

Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415 (d); 34 CFR 300.502, 300.503

Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins

Education or Other Legal Code: Education Code 56321

Board Policy/Administrative Regulation #: See AR 6159

Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record

Education or Other Legal Code: Education Code 56341.1

Board Policy/Administrative Regulation #: See AR 6159

Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322

Board Policy/Administrative Regulation #: See AR 6159

Subject: Time, purpose, location, who ~~in~~ *will* attendance, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP

Education or Other Legal Code: Education Code 56343.5

Board Policy/Administrative Regulation #: See AR 6159

Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage

Education or Other Legal Code: Education Code 56521.1

Board Policy/Administrative Regulation #: See AR 6159.4

Subject: Emergency intervention

### **Parental Notifications**

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services  
Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503  
Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1  
Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint  
Education or Other Legal Code: 20 USC 1415(d), 34 CFR 300.504  
Board Policy/Administrative Regulation #: See AR 6159.1  
Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or change in placement  
Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.530  
Board Policy/Administrative Regulation #: See AR 5144.2  
Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing  
Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508  
Board Policy/Administrative Regulation #: See AR 6159.1  
Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504  
Education or Other Legal Code: 34 CFR 104.32, 104.36  
Board Policy/Administrative Regulation #: See AR 6164.6  
Subject: District responsibilities, district actions, procedural safeguards

### **V. Classroom Notices**

When to Notify: In each classroom in each school  
Education or Other Legal Code: Education Code 35186  
Board Policy/Administrative Regulation #: See AR/E 1312.4  
Subject: Complaints re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, right of students who did not pass the exit exam to receive intensive instruction after grade 12

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\*\*\*

Rebecca Bell  
80% Health – BHS  
Effective 6-1-18

Tania Nava  
Counselor – Faller  
Effective 6-1-18

Lauren Olsen  
English – BHS  
Effective 6-1-18

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Coaches for 17-18 year:

Kaleep Williams – Asst. Track & Field  
Burroughs

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Stephanie Hernandez  
8 hr. Support Services Secretary  
Effective 6-1-18

Darla Thompson\*\*\*  
8 hr. School Bus Driver II – Transportation  
Effective 7-31-18

Cynthia Simmons  
8 hr. School Bus Driver I – Transportation  
Effective 6-2-18

Mary Rivier  
1 ½ hr. Noon Duty Supervisor – Gateway  
Effective 5-18-18

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Terri Conner  
1 ¾ hr. Custodian – District Office  
Effective 5-15-18

Student Workability Worker for the 2017-18 School Year:

Camilla Leal  
Dylan Goeppinger  
Lillian Skipworth

Classified Substitutes for the 2017-18 School Year:

Mayra Estupinan Vascones

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS

Deana Anderson

From: 4 hr. 11 month Registrar I – PPS

To: 8 hr. 12 month Registrar I – PPS

Effective 7-1-18

Yvonne Bartle

Added: 3 hr. Food Service Assistant I – Gateway

Effective 5-16-18

Mitchell Batzer

Added: 2 hr. Custodian – Richmond

Effective 6-1-18

Kristen Coster

From: 5 ½ hr. Paraprofessional – Richmond

To: 8 hr. Support Services Secretary – Maintenance

Effective 6-1-18

Brianne Hardwick

From: 5 ½ hr. Paraprofessional – Murray

To: 5 ½ hr. Paraprofessional – Pierce

Effective 8-9-18

Surekha Hemani

From: 8 hr. Account Clerk III – Business Office

To: 8 hr. Budget Analyst, Confidential – Business Office

Effective 7-1-18

April Holly

From: ½ hr. Noon Duty Supervisor – Pierce

To: 1 ½ hr. Paraprofessional Before School – Pierce

Effective 8-9-18

Daljit Khara

From: 5 ½ hr. Paraprofessional – Richmond

To: 5 ½ hr. Paraprofessional – Faller

Effective 8-9-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Michelle Lopez

From: 5 ½ hr. Paraprofessional– Richmond

To: 5 ½ hr. Paraprofessional – Faller

Effective 8-9-18

Clara Miller

From: 5 ½ hr. Warehouse Worker – Warehouse

To: 8 hr. Warehouse Worker – Warehouse

Effective 7-1-18

Karena Riddle

From: 6 ½ hr. Computer Paraprofessional – Richmond

To: 8 hr. School Office Manager – Pierce

Effective 7-25-18

Kirstin Schlichting

From: 5 ½ hr. Paraprofessional – SELPA

To: 4 hr. Audiovisual Clerk – Curriculum and Instruction

Effective 7-1-18

Bernard Szczypiorski

From: 5 ½ hr. Paraprofessional – Pierce

To: 8 hr. Custodian – Faller

Effective 5-14-18

Maria Wigton

From: 8 hr. Clerk/Typist – SELPA

To: 8 hr. SELPA Compliance Clerk – SELPA

Effective 7-1-18

Connie Williams

From: 8 hr. School Office Manager – Richmond

To: 8 hr. Buyer – Business Office

Effective 7-1-18



8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Sara Woodridge

From: 8 hr. 11 month Administrative Secretary II - PPS

To: 8 hr. 12 month Administrative Secretary II – PPS

Effective 7-1-18

## 8. PERSONNEL ADMINISTRATION

- 8.3 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Negotiations for 2017-18 and 2018-19
- 

**BACKGROUND INFORMATION:** The DATA and district negotiation teams reached a tentative agreement for 2017-18 and 2018-19.

**CURRENT CONSIDERATIONS:** The district will apply a 5% across-the-board raise on the salary schedule, effective July 1, 2018. An additional three work days is being added to the work calendar, which increases compensation. Also, an exchange of value from Health and Welfare benefits to salary increases the salary schedule by an additional 2.5%. Other changes, including the addition of a new salary schedule for Speech/Language Pathologists and Registered Nurses, increases to certain stipends, maximum class size of 30 in secondary math classes, commencing in the 2019-20 school year, and increased overage payments for teachers with students who exceed the contractual class size max from \$2/student/day to \$2.50/student/day (secondary teachers), and from \$10/day/student to \$12.50/student/day (elementary teachers) are included in the tentative agreement. A copy of the agreement is attached.

**FINANCIAL IMPLICATIONS:** Implementation of agreement is supported by a three-year multi-year projection, within the Board-adopted 5% ending fund balance reserve requirement. The multi-year projection will be submitted to the Kern County Superintendent of Schools office for approval.

**SUPERINTENDENT'S RECOMMENDATION:** Ratify the tentative agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding collective bargaining agreement for 2017-18 and 2018-19 as presented.

## 8. PERSONNEL ADMINISTRATION

### 8.4 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

**BACKGROUND INFORMATION:** The Desert Area Teachers Association (DATA) and district negotiation teams reached a tentative agreement for 2017-18 and 2018-19 contract negotiations. The tentative agreement was presented to the Board tonight at the June 14, 2018 regular meeting. AB 1200 documentation is required as a disclosure of the impact of collective bargaining agreements on the district's operating budget.

**CURRENT CONSIDERATIONS:** The district is presenting the AB 1200 documentation in response to DATA membership ratifying the tentative agreement reached between the district and DATA, which demonstrates the district's ability to meet the costs of the collective bargaining agreement. The district will apply a 5% across-the-board raise on the salary schedule, effective July 1, 2018. An additional three work days is being added to the work calendar, which increases compensation. Also, an exchange of value from Health and Welfare benefits to salary increases the salary schedule by an additional 2.5%. A copy of the agreement is attached.

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

**SUPERINTENDENT'S RECOMMENDATION:** Approve the AB 1200 documentation for the tentative agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding the fiscal impact of proposed agreement, effective July 1, 2018.

Sample School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
**Desert Area Teachers Association**

*The proposed agreement covers the period beginning July 1, 2018 and ending June 30, 2021 and will be acted upon by the Governing Board at its meeting on May 17, 2018*

**Note:**

1% salary increase =	\$	149,092	\$150,583	\$152,089
1% statutory benefit increase =	\$	28,701	\$31,774	\$33,567
1% salary and statutory benefit increase =	\$	177,793	\$182,357	\$185,656

**A. Proposed Change in Compensation - Fund 01 - General Fund**

Compensation		Fiscal Impact of Proposed Agreement			Comments
		Year 1 2018-2019	Year 2 2019-2020	Year 3 2020-2021	
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)	\$ -	\$ -	\$ -	Step/Column previously included in budget
	Percent	0.00%	0.00%	0.00%	
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ 1,118,190	\$ 1,118,190	\$ 1,118,190	On schedule increase of 7.5% for 18/19. Amounts shown in 19/20 and 20/21 are increases to respective budgets.
	Percent	7.50%	7.43%	7.35%	
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ 401,058	\$ 401,058	\$ 401,058	Add 3 (three) work days from 182 to 185. Increase to Masters/Doctoral Stipends of \$300, Increase in Longevity of \$900
	Percent	2.26%	2.20%	2.16%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 292,464	\$ 320,570	\$ 246,791	Associated with respective salary increases.
	Percent	10.19%	10.09%	7.35%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ (383,962)	\$ (383,962)	\$ (383,962)	Health/Welfare ongoing savings related to a 90/10 cost sharing of a lower cost plan.
	Percent	-2.16%	-2.11%	-2.07%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 + 5.	Cost (+/-)	\$ 1,427,751	\$ 1,455,857	\$ 1,382,078	
	Percent	8.03%	7.98%	7.44%	
7. Total Number of Represented Employees		264	264	264	
8. Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-)	\$ 5,408	\$ 5,515	\$ 5,235	
	Percent	8.03%	7.98%	7.44%	

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

N/A

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

N/A

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

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

General Fund

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves****1. State Reserve Standard**

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$	56,554,574
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$	1,696,637

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$	2,884,960
b. General Fund Budgeted Unrestricted Other Commitments	\$	1,437,479
c. General Fund Budgeted Unrestricted Non-Spendable (9710-9719)	\$	90,000
d. General Fund Budgeted Restricted (9740)	\$	919,603
e. Special Reserve Fund (J-207) - Budgeted Designated for Economic Uncertainties	\$	-
f. Special Reserve Fund (J-207) - Budgeted Unappropriated Amount	\$	-
g. Article XIII-B Fund (J0241) - Budgeted Designated for Economic Uncertainties	\$	-
h. Article XIII-B Fund (J0241) - Budgeted Unappropriated Amount	\$	-
i. Total District Budgeted Unrestricted Reserves	\$	5,332,041

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

Yes

8. PERSONNEL ADMINISTRATION

- 8.5 Ratification of Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Negotiations for 2017-18 and 2018-19
- 

BACKGROUND INFORMATION: The DAGA and district negotiation teams reached a tentative agreement for 2017-18 and 2018-19.

CURRENT CONSIDERATIONS: The district will apply a 5% across-the-board raise on the salary schedule, effective July 1, 2018. An additional three work days is being added to the work calendar, which increases compensation. Also, an exchange of value from Health and Welfare benefits to salary increases the salary schedule by an additional 2.5%. A copy of the agreement is attached.

FINANCIAL IMPLICATIONS: Implementation of agreement is supported by a three-year multi-year projection, within the board-adopted 5% ending fund balance reserve requirement. The multi-year projection will be submitted to the Kern County Superintendent of Schools office for approval.

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between the Desert Area Guidance Association (DAGA) and the Board of Education regarding collective bargaining agreement for 2017-18 and 2018-19 as presented.

**TENTATIVE AGREEMENT BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE  
DESERT AREA GUIDANCE ASSOCIATION**

May 31, 2018

Except as agreed herein, all language currently contained in the collective bargaining agreement between the Sierra Sands Unified School District ("District") and the Desert Area Guidance Association ("DAGA") is intended to remain in full force and effect.

**ARTICLE IV**

**SALARIES**

The parties agree that the new salary schedule for 2016-2017 will be attached as Appendix

A. The salary schedule reflects a compression of years (steps) from 39 to 29 with an additional .12% bargaining unit raise to be evenly distributed to all steps. A supervision stipend and a licensure stipend were also added to the salary schedule which allows the District to employ School Counselor, School Psychologist, Mental Health Therapist, or Occupational Therapist, interns as needed. For the 2018-2019 school year, each cell of the salary schedule shall be increased by 7.5% effective July 1, 2018.

The DAGA salary schedule includes the following: (a) columns for BA+45 semester units through BA+90 semester units in seven (7) unit increments except a three (3) unit increment between BA+87 and BA+90, and (b) a ~~\$2,100~~ \$3,000 longevity stipend at thirty (30) years. Increase in annual stipends for graduate degree: masters degree ~~\$1,5800~~ and doctorate ~~\$2,5800~~.

A. For the term of this Agreement, any additional salary increase provided to any bargaining unit shall be equally provided to DAGA, unless such increase is in connection with implementation of staff development "buyback" programs under Senate Bill 1193 or successor legislation. The basic salary schedule shall be as set forth in Appendix A of this Agreement,

subject to the following additional conditions:

1. Unit members will advance one (1) step on the schedule for each year served.
2. Employees new to the District will be given year-for-year credit on the salary schedule for their prior equivalent experience. One (1) year credit on the salary schedule will be allowed for each two (2) years of prior K-12 teaching experience. Maximum placement for new employees will be on step ten (10).
3. An employee making a change within the District (e.g., teacher to counselor) will be placed as follows:
  - a. If his or her current daily rate is higher than step five (5) of the DAGA salary schedule, he or she will be placed at the next daily rate which is higher than his or her current daily rate for the appropriate column (e.g., BA+45, BA+52, etc.).
4. The salary schedule (Appendix A) is based on one hundred and eighty-~~six~~ nine (1869) working days and seven and one-quarter ( $7 \frac{1}{4}$ ) hour work day. DAGA employees will individually schedule their work days subject to administrator approval. All additional days of service in a guidance or counseling position, subject to prior approval by the site administrator and district superintendent's designee, will be paid at the employee's per diem rate.
5. The Counseling Department Head will receive an annual stipend in the amount of \$1,500.
6. DAGA supervisors will be determined based upon a District and DAGA mutually identified need, and hired through the adopted intra-district advertisement and interview process. A School Counselor Supervisor will receive an annual supervision stipend in the



amount of \$2,500 per intern or first year counselor, with a maximum of 2 interns per school year. A Mental Health Therapist Supervisor will receive an annual supervision stipend in the amount of \$2,500 per intern, with a maximum of 2 interns per school year. A School Psychologist Supervisor will receive an annual supervision stipend in the amount of \$2,500 per intern, with a maximum of 2 interns per school year.

7. A licensed Mental Health Therapist, School Psychologist, or Occupational Therapist will receive an annual licensure stipend in the amount of \$2,500 for the license being applied to the practicing profession. See Appendix A.

[...]

## ARTICLE V

### EMPLOYEE BENEFITS

A. Through September 30, 2016, the District shall continue to provide employees and their eligible dependents with the health and welfare benefits described in the 2015-2016 contract.

1. On October 1, ~~2016~~ 2018, the District will implement the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "~~PBC 90-A~~ PPO 80-E \$20" (~~\$100/\$300~~ \$300/\$600 deductible, \$20 office visit co-pay, and ~~90-10~~ 80-20 co-insurance with a ~~\$300 co-insurance maximum per individual~~ a Med OOP \$1,000 individual/\$3,000 Family) including prescription coverage (Rx G \$7/\$25/~~\$14-\$60~~ \$25) behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage - Delta Dental Plan \$1,500 (annual cap of \$1,500) and (c) vision coverage - VSP Vision Plan B with a \$10/\$25 co-pay.

2. Commencing the ~~2016-2017~~ 2018-2019 school year on October 1, ~~2016~~ 2018, the District shall pay 90 percent of the premiums for the health and welfare benefit package described above and in the Collective Bargaining Agreement. Bargaining unit members shall pay the remaining 10 percent of the premiums for the health and welfare package described above. Future increased costs of the ~~PBC 90-A~~ PPO 80-E \$20 plan will be shared by the District and bargaining unit members 90% and 10% respectively. If bargaining unit members select the ~~80-E or~~ 80-M plan, the District will reimburse the member the difference in plan cost as a stipend, to be paid tenthly. ~~If bargaining unit members select 90-C or 80-C, then the difference between the cost of 90-A and 90-C or 80-C will be applied to the member's monthly deduction.~~ If bargaining unit members select 100-B, 90-A, 90-C, 80-C, or 80-E then the bargaining unit members shall reimburse the District difference in cost between ~~the 90-A and the 100-B~~ the cost of the plan and the District Contribution through a monthly deduction (to be calculated and paid tenthly). The Health Benefit Committee will reassess what plans are available on a yearly basis. The Health and Welfare Benefits Chart appears in Appendix B. Parties agree that this paragraph resolves negotiations regarding Article V for ~~2016-2017~~ 2017-2018 and 2018-2019.

~~3. For the 2016-2017 and 2017-2018 school years, language in A. 1. & A. 2. shall be suspended. In lieu of members receiving a retro-active pay raise in 2015-2016, the parties agree that the District shall fully fund the comprehensive group health and welfare package consisting of (a) medical coverage that is currently described by SISC as "PBC 90-C" \$30 (\$200/\$500) deductible, \$30 office visit co-pay, and 90-10 co-insurance with a \$500~~

~~deductible maximum, including prescription coverage (Rx \$9/\$35/\$35). Behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage—Delta Dental Plan \$1,500 (annual cap of \$1,500) and (c) vision coverage—VSP Vision Plan B with a \$10/\$25 co-pay.~~

~~If bargaining unit members select the 80-C, 80-E or 80-M plan, the District will reimburse the member the difference in plan cost as a stipend. If bargaining unit members select 90-A or 100-B then the bargaining unit members shall reimburse the District the difference in cost between the 90-C and the 90-A, or 100-B through a monthly deduction.~~

~~Effective for the 2018-2019 school year, language in A. 1. & A. 2. shall be reinstated.~~

43. District and DAGA shall have equal representation, not to exceed a total of six (6) members to form a Health Benefit Committee (“Committee”). The purpose of the Committee will be reviewing current plans, benefits, and carriers and exploring options which may reduce the costs, or rates of increase in costs, in the District’s health insurance programs. The Committee shall have the authority to review variations on current plans, designate different plans for member choice, and develop new plans or new approaches such as a Joint Trust. Actions, decisions, and recommendations of the Committee will be reached by a majority of the Committee. The Committee shall make recommendations to the parties’ negotiating teams. This agreement reflects the parties’ understanding that the cost of health insurance is an ongoing part of employee compensation, that such cost should be reflected in the District’s budget planning and will impact the amount of money otherwise available for salary adjustments.

B. Insured employees on District-approved leaves of absence without pay, other than sick leave, will have the option to continue to receive active employee health insurance coverage for the period of the leave upon monthly payment of insurance premiums by the employee through the District.

C. Benefits will be provided on a continuous basis for a full twelve (12) months each year.

D. An employee covered by this Agreement who retires from the District after having served in the District for thirty (30) years or attaining the age of fifty-five (55) with ten (10) years of consecutive service to the District, or who is certified by STRS as totally disabled and who has completed ten (10) or more consecutive years of service, shall receive the comprehensive group health and welfare package consisting of: (a) medical coverage that is currently described by SISC as "~~PBC PPO 90-A \$20~~" (\$100/\$300 deductible, \$20 office visit co-pay, and ~~90-10 co-insurance with a \$300 co-insurance maximum per individual~~) a Med OOP \$1,000 individual / \$3,000 Family, including prescription coverage (Rx G \$7/\$25/~~\$14-\$60~~ \$25), behavioral health is now a component of the Anthem Blue Cross package, (b) dental coverage – Delta Dental Plan \$1,500 (annual cap of \$1,500), and (c) vision coverage – VSP Vision Plan B with a \$10/\$25 co-pay. This benefit applies until the age of sixty-five (65), or until the employee becomes eligible for other benefits (i.e., Social Security, Medicare A & B, etc.), whichever is sooner.


E. Employees who are certified as disabled and who meet the service requirements of Paragraph D of this Article at the time disability is certified shall be eligible for the benefit of Paragraph D, provided that, for the period of time prior to attainment of the age of fifty-five (55) years, the employee shall maintain continuous coverage by paying the benefit cost through the

District.

F. The District, subject to the approval of the carriers, will provide the opportunity for all retirees to continue benefits after age sixty-five (65) with the retiree paying benefit cost through the District.


G. The District shall provide the opportunity for bargaining unit members to participate in a flexible benefit plan. The fees charged by the provider shall be paid by the participating employee.

**FOR THE DISTRICT**

  
Dave Ostash  
Assistant Superintendent, Human  
Resources  
Sierra Sands Unified School District

Date: June 6, 2018

**FOR THE ASSOCIATION**

  
Lorraine Balek-Beeson  
President, Desert Area Guidance  
Association (DAGA)

Date: June 6, 2018

## 8. PERSONNEL ADMINISTRATION

### 8.6 AB 1200 Documentation for the Ratification of a Tentative Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education

**BACKGROUND INFORMATION:** Desert Area Guidance Association (DAGA) and district negotiation teams reached a tentative agreement for 2017-18 and 2018-19 contract negotiations. The tentative agreement was presented to the Board tonight at the June 14, 2018 regular meeting. AB 1200 documentation is required as a disclosure of the impact of collective bargaining agreements on the district's operating budget.

**CURRENT CONSIDERATIONS:** The district is presenting the AB 1200 documentation in response to DAGA membership ratifying the tentative agreement reached between the district and DAGA, which demonstrates the district's ability to meet the costs of the collective bargaining agreement. The district will apply a 5% across-the-board raise on the salary schedule, effective July 1, 2018. An additional three work days is being added to the work calendar, which increases compensation. Also, an exchange of value from Health and Welfare benefits to salary increases the salary schedule by an additional 2.5%. A copy of the agreement is attached.

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

**SUPERINTENDENT'S RECOMMENDATION:** Approve the AB 1200 documentation for the tentative agreement between the Desert Area Guidance Association (DAGA) and the Board of Education regarding the fiscal impact of proposed agreement, effective July 1, 2018.

Sample School District  
**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5  
**Desert Area Guidance Association**

*The proposed agreement covers the period beginning July 1, 2018 and ending June 30, 2021 and will be acted upon by the Governing Board at its meeting on May 17, 2018*

**Note:**

1% salary increase =	\$	11,693	\$11,809	\$11,928
1% statutory benefit increase =	\$	2,251	\$2,492	\$2,632
1% salary and statutory benefit increase =	\$	13,943	\$14,301	\$14,560

**A. Proposed Change in Compensation - Fund 01 - General Fund**

Compensation		Fiscal Impact of Proposed Agreement			Comments
		Year 1 2018-2019	Year 2 2019-2020	Year 3 2020-2021	
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)	\$ -	\$ -	\$ -	Step/Column previously included in budget
	Percent	0.00%	0.00%	0.00%	
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ 87,694	\$ 87,694	\$ 87,694	On schedule increase of 7.5% for 18/19. Amounts shown in 19/20 and 20/21 are increases to respective budgets.
	Percent	7.50%	7.43%	7.35%	
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ 26,893	\$ 26,893	\$ 26,893	Add 3 (three) work days from 186 to 189. Increase to Masters/Doctoral Stipends of \$300, Increase in Longevity of \$900
	Percent	1.93%	1.88%	1.85%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 22,059	\$ 24,178	\$ 19,355	Associated with respective salary increases.
	Percent	9.80%	9.70%	7.35%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ (24,718)	\$ (24,718)	\$ (24,718)	Health/Welfare ongoing savings related to a 90/10 cost sharing of a lower cost plan.
	Percent	-1.77%	-1.73%	-1.70%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 + 5.	Cost (+/-)	\$ 111,927	\$ 114,047	\$ 109,223	
	Percent	8.03%	7.97%	7.50%	
7. Total Number of Represented Employees		17	17	17	
8. Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-)	\$ 6,584	\$ 6,709	\$ 6,425	
	Percent	8.03%	7.97%	7.50%	

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

N/A

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

N/A

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

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

General Fund

**F. Impact of Proposed Agreement on Current Year Unrestricted Reserves****1. State Reserve Standard**

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$	56,554,574
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$	1,696,637

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$	2,827,729
b. General Fund Budgeted Unrestricted Other Commitments	\$	2,810,533
c. General Fund Budgeted Unrestricted Non-Spendable (9710-9719)	\$	90,000
d. General Fund Budgeted Restricted (9740)	\$	919,603
e. Special Reserve Fund (J-207) - Budgeted Designated for Economic Uncertainties	\$	-
f. Special Reserve Fund (J-207) - Budgeted Unappropriated Amount	\$	-
g. Article XIII-B Fund (J0241) - Budgeted Designated for Economic Uncertainties	\$	-
h. Article XIII-B Fund (J0241) - Budgeted Unappropriated Amount	\$	-
i. Total District Budgeted Unrestricted Reserves	\$	6,647,864

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

Yes



## 9. GENERAL ADMINISTRATION

### 9.1 Gifts to District

---

CURRENT CONSIDERATIONS: The following gifts were received: Dan Harris made a cash donation of \$965 to be used by the Burroughs High School science department, Dennis Ambrecht donated a 1997 Jaguar with an estimated cash value of \$2,500 to the Burroughs High School auto shop, Byron Hetherton made a cash donation of \$110 to be used as a Murray Middle School student Magic Mountain sponsorship, and Brian Cosner, Adam Rockwell, Colleen Finnerty, Amber Garfield, Valerie Bennett, and Kate Champeny each made \$55 cash donations to be used as Murray Middle School student Magic Mountain sponsorships.

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

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

## 9. GENERAL ADMINISTRATION

### 9.2 Approval of Revisions to the 2018-19 Academic Calendar

---

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

**CURRENT CONSIDERATIONS:** The approved Academic Calendar for 2018-19 was adopted by the board during their June 22, 2017 regular board meeting. With the recent tentative agreement with DATA, alterations were made to the calendar in order to accommodate three additional work days in the DATA contract. The work calendar for DATA will increase from 182 to 185 days. The three additional work days will be non-student days, dedicated to provide targeted professional development, to be funded using LCFF Concentration revenue. The October 5, December 21, and April 22 non-school days were eliminated in order to have instruction still end on May 30, 2019. The start date for students will now be on Tuesday, August 14, 2018. Minimum days were changed in December only as well.

**FINANCIAL IMPLICATIONS:** Three additional work days for DATA represents approximately \$300k, to be funded using LCFF Concentration funding.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the revised 2018-19 academic calendar as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Academic Calendar for 2018 - 2019

July 2018	2 3 4 5 6 July 4 - Independence Day	January 2019	1 2 3 4 January 1 - New Year's Day
	9 10 11 12 13		7 8 9 10 11
	16 17 18 19 20		14 15 16 17 18
	23 24 25 26 27		21 22 23 24 25 January 21 - Martin Luther King Jr Birthday
	30 31		28 29 30 31
August 2018	1 2 3 August 7 - Optional Teacher Work Day	February 2019	1
	6 7 8 9 10 August 8 -10 Teacher Professional Development Days		4 5 6 7 8 February 15 - Lincoln's Birthday
	13 14 15 16 17		11 12 13 14 15 February 18 - Washington's Birthday
	20 21 22 23 24 August 14 - First Day of Instruction		18 19 20 21 22 February 22 - End of 2nd Trimester
	27 28 29 30 31		25 26 27 28
September 2018	3 4 5 6 7 September 3 - Labor Day	March 2019	1
	10 11 12 13 14		4 5 6 7 8
	17 18 19 20 21		11 12 13 14 15 March 15 - End of 3rd Quarter
	24 25 26 27 28		18 19 20 21 22 March 18-22 - Spring Recess
			25 26 27 28 29
October 2018	1 2 3 4 5 October 4 - End of 1st Quarter	April 2019	1 2 3 4 5
	8 9 10 11 12 October 8 - Columbus Day		8 9 10 11 12
	15 16 17 18 19		15 16 17 18 19 April 19 - In Lieu of Admission Day
	22 23 24 25 26		22 23 24 25 26
	29 30 31		29 30
November 2018	1 2 November 2 - End of 1st Trimester	May 2019	1 2 3
	5 6 7 8 9 November 12 - Observing Veterans Day		6 7 8 9 10 May 27 - Memorial Day
	12 13 14 15 16 November 19 - 21 - Non School Days		13 14 15 16 17 May 30 - Last Day of Instruction
	19 20 21 22 23 November 22 - 23 - Thanksgiving		20 21 22 23 24 May 31 - Optional Teacher Work Day
	26 27 28 29 30		27 28 29 30 31
December 2018	3 4 5 6 7	June 2019	3 4 5 6 7 June 3 - Classified Mandatory Work Day
	10 11 12 13 14		10 11 12 13 14
	17 18 19 20 21 December 21 - End of 1st Semester		17 18 19 20 21
	24 25 26 27 28 December 24, 25 - Classified Holidays		24 25 26 27 28
	31 December 24 - January 4 - Winter Recess		

First/Last Day of Instruction

PURPLE

Quarter End

ORANGE

Trimester End

BLUE

Non-school Days

GREEN

Legal Holiday

RED

Winter/Spring Recess



Late Start Wednesdays

Yellow Highlighted

**MINIMUM DAY SCHEDULE**

Elementary School	Middle School	High School
November 9, 13, 14, 15, 16	December 19, 20, 21	December 19, 20, 21
December 21	May 28, 29, 30	May 28, 29, 30
March 12, 13, 14, 15		
May 24, 28, 29, 30		

**LATE START WEDNESDAYS SCHOOL START TIMES**

Burroughs	8:10 a.m.	Las Flores	8:30 a.m.
Faller	8:30 a.m.	Murray	8:00 a.m.
Gateway	8:30 a.m.	Pierce	9:30 a.m.
Inyokern	8:45 a.m.	Richmond	9:30 a.m.
Monroe	8:00 a.m.		

9. GENERAL ADMINISTRATION

9.3 Approval of Amendment to the Superintendent's Contract

---

BACKGROUND INFORMATION: In April of 2014, the Board of Trustees approved the employment contract for the superintendent for a term beginning July 1, 2014.

CURRENT CONSIDERATIONS: The superintendent has proposed a contract addendum to increase his base salary.

FINANCIAL IMPLICATIONS: The proposed employment contract addendum would take effect July 1, 2018. The addendum sets Mr. Bell's compensation at \$176,000.00 for the 2018-19 school year. The proposed salary increase would bring Mr. Bell's salary into alignment with comparable school districts. Additionally, the proposed salary increase for Mr. Bell aligns with the salary increases and longevity increases scheduled to be provided to district certificated staff and management in the 2018-19 school year.

SUPERINTENDENT'S RECOMMENDATION: It is requested that the board approve the amendment to the superintendent's contract.

**FIRST AMENDMENT TO  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
CONTRACT OF EMPLOYMENT  
DISTRICT SUPERINTENDENT**

This First Amendment to the Sierra Sands Unified School District Contract of Employment, District Superintendent ("First Amendment") is entered into by and between the GOVERNING BOARD (hereinafter "Board") of and on behalf of the SIERRA SANDS UNIFIED SCHOOL DISTRICT of Kern County, California (hereinafter "District") and Ernest M. Bell (hereinafter "Superintendent") for the purpose of amending the Sierra Sands Unified School District Contract of Employment, District Superintendent ("Agreement") previously entered into by the Board and the Superintendent on September 14, 2017.

Except as specifically stated herein, all terms of the Agreement shall remain in full force and effect.

Paragraph 2 of the Agreement, shall be amended as follows:

**2. SALARY**

Effective July 1, 2018, the Superintendent's annual salary shall be One Hundred Seventy-Six Thousand Dollars (\$176,000). The salary of the Superintendent shall be determined annually. The Superintendent and the Board may reconsider, review, and adjust the salary payable hereunder; provided that such adjustments shall be only with mutual consent of both the Superintendent and the Board. Any adjustment of the salary shall not be considered the entering into of a new agreement or the extension of the term of this Agreement. The annual salary herein provided shall be payable in twelve (12) equal installments on or about the first day of each month for the preceding month's service.

On or before June 30th of each year, the Board shall meet, determine, and advise the Superintendent whether and to what extent the salary of the Superintendent shall be increased for each succeeding year under this Agreement.

Any adjustment in salary made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement, but any failure to attach the adjustment salary amount as an amendment shall not affect the validity or amount of any such adjustment. In no event shall the Superintendent's salary at any time be reduced below the initial salary stated in this Agreement, or any subsequent increase to such salary.

IN WITNESS THEREOF, the parties have entered into this First Amendment as of the day and year written below.

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

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

\_\_\_\_\_  
Amy Castillo-Covert, President

---

Kurt Rockwell, Vice President

---

William Farris, Board Member

---

Tim Johnson, Board Member

---

Mike Scott, Board Member

I hereby accept the terms of this First Amendment.

Date of Acceptance: \_\_\_\_\_

Ernest M. Bell

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

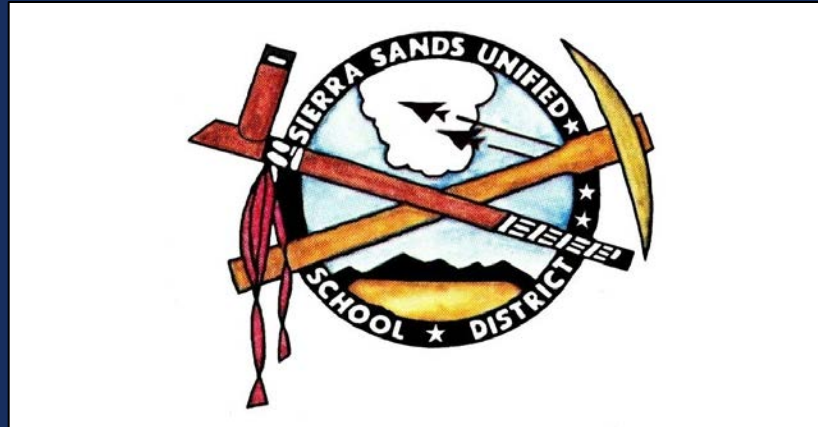
---

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

CURRENT CONSIDERATIONS: The Burroughs High School Modernization and the construction of the new Murray Middle School are in progress, as well as HVAC remediation projects. Mr. Dave Hall, Project Manager with Maas Co., will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

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



# Capital Projects Report

*to the*

**Board of Trustees** of the

Sierra Sands Unified School District

June 1, 2018



# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

June 2018

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



### Fast Facts

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

- Total Grant Budget .....\$35,882,362
- Project Square Footage .....219,583 square feet
- Construction Mobilization..... 2/17/16
- Targeted Completion ..... 12/31/18 (Originally 12/31/15; Grant Amendment Approved)

### Sustainable Features

Meets requirements of the National Environmental Policy Act

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

June 2018

### CONSTRUCTION PHASE

Total Project Budget .....	\$43,084,531
• OEA Funds (80%) .....	\$28,720,507
• SSUSD Matching Funds (20%) .....	\$ 7,161,855
• Projected Project Overrun (SSUSD 100%) ..	\$ 7,202,169
• Percent Complete of Construction .....	. 98%

### Project Update

- Completion of final construction items in Buildings F and G pending; buildings occupied
- Construction for New Administration Building main structure complete
- New Administration Courtyard , canopies and pathways continue in construction
- Auto Shop carport canopy complete
- Various Phase 1 and Phase 2 Punch List operations ongoing
- Soil stabilization complete.
- Fire Water Pump House Relocation masonry structure complete; roof structure in process.
- Unforeseen Construction activities scheduled for Summer work: Building G rated walls

## BURROUGHS HIGH SCHOOL MODERNIZATION

REMAINING CONSTRUCTION thru CLOSEOUT SCHEDULE (19-weeks remaining)  
(6/4/18 - 9/28/18)

Revised 5/29/18	May				June				July				August				
	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
BLDG C																	
Fab/deliver counter tops, C18A																	
Rmv/rplc (e) elec finish & sinks																	
rmv (e) tops/install (n) counter tops																	
BLDG D																	
Test & certify fire suppression sys																	
BLDG G - Wood Shop, G-4																	
Const OCD - DSA review/appr'l																	
Bid opn'g 5/31																	
Special Bd, NOA/NTP & contract, 6/4					contract												
Construction 6/18 - 8/6 (7-wks)					submittals												
punch list & work																	
SOIL STABILIZATION (MMS + BHS)																	
SWPPP NOT, 5/15/18 + 90-days																	
NEW ADMINISTRATION BUILDING																	
Form & place concrete walkways																	
Install shade structure lighting																	
form & place concrete ramp & stairs																	
fabricate, galv & install handrail																	
RELOCATED FIRE PUMP																	
remove/replace damaged doors/hdw																	
Install substrate & metal roofing																	
Install exhaust sys & vents																	
Install lighting; reset panels & piping																	
Paint doors & vents																	
Punch & completed (5/25)																	
Turf Repair																	
Maintain & monitor growth (6/15)									District inspection/acceptance								

# BURROUGHS HIGH SCHOOL

## **SCHEDULE: 12 MONTH - Revised**

- |  |              |
|--|--------------|
| • Construction Start                           | 03/28/16     |
| • Projected Completion Dates – First Increment |              |
| • Open Library                                 | 10/01/16     |
| • Open Building M (Classrooms)                 | 01/03/17     |
| • Building G Additional Work (Arts + Pottery)  | 12/01/16     |
| • Girls Locker Room Opened for use             | 09/29/16     |
| • Complete Construction in Building L          | 05/22/17     |
| • Complete Construction Building C             | 07-11-18 REV |
| • Commence Phase Two Site Work                 | 06/05/18 REV |
| • Complete Construction Building D             | 05/30/18 REV |
| • Complete Phases One and Phase Two Site Work  | 06/18/18 REV |
| • Complete New Admin Building and Canopies     | 06/30/18 REV |
| • Complete Wood Shop Revisions                 | 07/30/18     |
| • Complete Auto Shop Canopies                  | 05/30/18     |

# BURROUGHS HIGH SCHOOL

## Notices of Completion As of 5-26-18

1	American Wrecking, Inc.	Selective Demolition and Abatement	\$835,987.67
2	Angeles Contractor, Inc.	General Trades	\$4,311,261.90
3	Best Contracting, Inc.	Foam Roofing	\$770,268.97
4	Bowman Asphalt, Inc.	Asphalt Paving	\$822,350.52
5	CG Chaney, Inc.	Acoustical Ceilings	\$157,403.93
6	Circulating Air	HVAC & Controls	\$2,840,473.00
7	Crew, Inc. - Phase I	Earthwork & Site Demolition	\$663,788.85
8	Crew, Inc. - Phase II	Earthwork & Site Demolition	\$1,494,093.84
9	Hi Desert Construction	Doors, Frames & Hardware	\$950,646.76
10	Hi Desert Construction	Drywall, Framing & Insulation	\$886,460.39
11	Hi Desert Construction	Auto Shop Relocation	\$433,638.98
12	Horizons Construction	Site Concrete	\$1,091,218.64
13	HPS Mechanical, Inc.	Site Utilities	\$347,578.86
14	Kamran & Co.	Food Services Equipment	\$73,000.00
15	Letner Roofing Co.	Built Up Roofing & Asphalt Shingles	\$547,522.00
16	Meehleis Modular Buildings, Inc.	New Administration	\$2,093,792.02
17	RB Sheet Metal, Inc.	Flashing, Sheet Metal & Metal Roofing	\$622,338.32
18	Siemens Industry	Building Automated System	\$64,285.00

**BHS Total: \$19,006,109.65**



Installation of Auto Shop Carport now complete



Superstructure complete for roof installation at Pump House





Construction of walks and canopies at New Admin Building remains in process



# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT CONSTRUCTION PHASE – SITE UTILITIES

Address	200 E. Drummond Ave. Ridgecrest, CA 93555
• Project Manager	Maas Dave Hall
• Architect	IBI Group Irvine, CA
• Construction Manager	Colombo Construction Co

June 2018



### Fast Facts

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

- Total Project Budget ..... \$45,148,546
- Project Square Footage (GSF) ..... 67,896 GSF (Rev - originally 93,000 SF)
- Construction Mobilization..... 1/8/16 (Complete)
- Targeted Completion ..... 12/31/18 (originally 9/30/16 – Grant Amendment Approved)

### Sustainable Features

- Meets requirements of the National Environmental Policy Act

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT

June 2018

### SITE UTILITIES AND GRADING PHASE

#### Fast Financial Facts

- Total Project Budget ..... \$ 45,431,969
  - OEA Original Funds (80%) ..... \$ 31,634,270
  - SSUSD Original Matching Funds (20%) ..... \$ 7,908,568
  - OEA Supplemental Funds (86%) ..... \$ 4,846,875
  - SSUSD Supplemental Matching Funds (14%) .. \$ 758,833
- Demolition Allowance for Old Murray ..... \$ 3,200,000
- Percent Complete of Construction ..... 99%

#### Project Update

- Construction Activities currently in progress.
  - Lunch Shelters
  - West Wind Wall
- Remaining work to be completed
  - Replacement of Track Infield Turf
  - Install West Wind Wall
  - Complete Lunch Shelters
  - Demolish Old Murray Structures





Lunch Shade Shelters in construction





Construction of West Wind Wall underway

# MURRAY MIDDLE SCHOOL

## SCHEDULE: 12 MONTH

- |   |                              |
|---|------------------------------|
| • Commence fabrication of modular units                 | 12/06/16                     |
| • Commencement of structure foundations                 | 12/06/16                     |
| • Site concrete and paving                              | 12/08/16 – 7/31/17           |
| • Delivery and installation of classrooms               | 1/24/17 through 7/27/17      |
| • Delivery and installation of Admin and MPR            | 3/20/17 through 7/06/17      |
| • Delivery and installation of Gymnasium & Locker Rooms | 5/22/17 through 11/20/17 REV |
| • Delivery and installation of Walkway Covers           | 7/31/17 through 9/21/17      |
| • Start of Instruction                                  | 8-15-17                      |
| • Project Substantially Complete                        | 11-30-17                     |
| • Soil Stabilization                                    | Complete                     |
| • Replace Track Infield Turf                            | Summer 2018                  |
| • Install Sewer Meter                                   | Complete                     |
| • Demolish Old Murray Structures                        | Summer 2018 REV              |

# MURRAY MIDDLE SCHOOL

## CONSTRUCTION SCHEDULE 6-1-18

Revised 4/27/18	April					May				June				July					August			
	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
<b>Old MMS - Demolition</b>																						
Surveys																						
NAWS / SSUSD legal description																						
Utilities plan - (e) water, sewer & elec																						
NAWS app'l - specific demo - scopes																						
Advertise, 5/5 - 5/12																						
NAWS ID /bidders badged for job walk																						
Mandatory job walk 6/6																						
Bid op'n'g 6/19 / protest period 6/22																						
Spec'l Bd, NOA/NTP & contract, 6/26																						
NAWS ID / demolition contractor																						
Demolition & earthwork 7/18 - 8/31																						
Punch & complete 8/6																						
NAWS acceptance																						
Project Closeout																						

<b>New Murray Middle School</b>																						
Punch & additional items																						
Fab/del (3) shade structures																						
Install shade structure columns																						
Install shade structure roofing																						
Install gutter & downspout																						
Complete conc flatwork																						
caulk joints conc flatwork																						
Site punch walk & work (5/28)																						

<b>Turf Repair</b>																						
Maintain & monitor growth (6/15)																						

# MURRAY MIDDLE SCHOOL

## Notices of Completion As of 5-26-18

1	Bravo Concrete Construction	General Facilities	\$ 786,243.70
2	Bravo Concrete Construction	General Trades	\$ 892,585.80
3	Digital Networks Group	Fire Alarm & Low Voltage Systems	\$ 1,140,309.80
4	Elite Landscape	Landscaping & Irrigation	\$ 440,287.01
5	Griffith Co.	Asphalt Paving, Striping & Signage	\$ 767,715.00
6	Innovative Construction Solutions	Remediation, Earthwork, & Site Demoliton	\$ 1,967,249.87
7	Kerns, Inc.	Site Utilities	\$ 1,179,602.24
8	Meehleis Modular Buildings, Inc.	Modular Buildings	\$ 20,156,638.81
9	Siemens Industry	HVAC Controls	\$ 297,061.70

MMS Total: \$27,627,693.93

Overall Total: \$46,633,803.58

**Overall Total: \$45,066,632.94**

## 10. CONSTRUCTION ADMINISTRATION

### 10.2 Approve a Purchase Order with C-Below Subsurface Imaging, Inc. to Provide Underground Utility Survey Services as Part of the New Murray Middle School Project

---

**BACKGROUND INFORMATION:** In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for a New Murray Middle School. In response to that grant, the district initiated design and construction phase services to complete execution of the projects. As a part of the projects, demolition of the old Murray campus was a requirement.

**CURRENT CONSIDERATIONS:** As part of the grant requirement for construction of the new Murray Middle School, it was required to demolish the old Murray campus. However, it has been determined that the Naval Air Weapons Station (NAWS) prefers to retain certain structures for its own use. In that regard, it is necessary to map and document the existing utilities including structures to remain in use by the district, as well as those that will be retained by the NAWS. In order to accomplish this work, a survey of existing utilities is necessary. The district advertised and received bids from qualified contractors for the underground utility survey services. Quotes were received and evaluated. C-Below Subsurface Imaging, Inc. provided the district with the lowest responsive proposal for the work based on published documentation for the scope of work. The proposal has been vetted by the project manager and the architect. The costs have been found to be in keeping with the experience of the inspector, the superintendent, and the district project manager.

**FINANCIAL IMPLICATIONS:** Authorization is requested to award the contract for underground utility survey services as follows:

C-Below Subsurface Imaging – Base Contract	\$ 36,520.00
--	--------------

Funding for this expense shall be the 100% district funds.

**SUPERINTENDENT’S RECOMMENDATION:** It is recommended that the board authorize district staff to enter into a purchase order with C-Below Subsurface Imaging, Inc. to provide underground utility survey services as part of the new Murray Middle School project.



**Estimate**

**Job No.** 18-0580  
**Quote No.** Q-04258  
**Date:** 5/10/2018 10:05:38 AM  
**Expires on:** 6/9/2018 12:00:00 AM  
**Payment Terms:** Net 30

**C Below | Subsurface Imaging**

*Call Before you cut, core, drill or dig.*

14280 Euclid Ave Chino, CA 91710  
 Phone: **(888) 902-3569** Fax: (909)606-6555  
 www.cbelow.com

**Bill To**

Sierra Sands Unified School District

113 Felspar  
 Ridgecrest  
 CA  
 93555

**Job Name**

Earl Murray Middle School Utility  
 Locating & Mapping Investigation  
 Primary  
 Prevailing Wage

**Primary Contact**

Dave Hall  
 (760) 499-1600  
 dhall@ssusd.org

**Jobsite Address**

Earl Murray Middle School  
 N. Lauritsen Road & Entwistle Street  
 Ridgecrest  
 CA, 93555

Sales Rep	Ext.	Email	Cell
David Mintzer	220	dmintzer@cbelow.com	+1 3109532900

C Below, Inc. submits this proposal for the Earl Murray Middle School Utility Locating & Mapping Investigation project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.



**Estimate**  
**Job No.** 18-0580  
**Quote No.** Q-04258  
**Date:** 5/10/2018 10:05:38 AM  
**Expires on:** 6/9/2018 12:00:00 AM  
**Payment Terms:** Net 30

## Scope of Work

### Original Scope of Work

C Below will perform a utility investigation within the marked area of investigation shown on the attached Exhibit. The site is an old school campus that is no longer in operation. The client needs to know the location of all underground utilities.

The purpose of this investigation is to find all existing utilities to quality Level B (see attached documentation on available quality levels). Specialty equipment that may be used in this investigation includes GPR, Electromagnetic Locators, Ram Rods, Robotic Cameras, and other investigative tools.

The quantity of non-conductive vs conductive lines can affect the time it takes to complete an investigation. Other access related issues such as pedestrian or vehicle traffic and locked electrical rooms, mechanical rooms, manholes, or vaults may increase the time required.

Utility locations along with depth estimates will be marked directly on the surface. Please reference your Markings Card for explanations of these markings. This investigation does not include irrigation lines or any overhead utilities. It does not include lines under 2 inches in diameter. Sewer and Storm Drain lines over 8 inches in diameter require specialty equipment and are excluded from the investigation unless specifically identified in the scope.

Please remember to always hand dig within 2 feet of either side of a utility.

At the completion of this project the client will be provided a comprehensive 2D utility map in CAD and PDF. Client shall provide CAD background for utilities to be added to. While our maps do include utility depth estimates from the surface, survey elevations are not included.

**PHASE 1 | Utility Mark Out w/ Waterbased Paint.** Utility marks will remain on the site unless the client has hired C Below to remove the markings.

**PHASE 2 | C Below's Mapping Team** will pick up the markings with the depth estimates from PHASE 1. Mapping shall be completed within a reasonable time frame to assure integrity of marks.

**PHASE 3 | Quality review** with the Lead Technicians and the Mapping Team to ensure the quality of the deliverable and applicable notes.

Mapping is performed using internal standards. Survey grade data such as elevations are not provided unless specifically requested and outlined in the scope of work.

This estimate is for time and material based on clear access. In the event that more time is needed, a change order may be required.



**Estimate**

**Job No.** 18-0580

**Quote No.** Q-04258

**Date:** 5/10/2018 10:05:38 AM

**Expires on:** 6/9/2018 12:00:00 AM

**Payment Terms:** Net 30



**Estimate**  
**Job No.** 18-0580  
**Quote No.** Q-04258  
**Date:** 5/10/2018 10:05:38 AM  
**Expires on:** 6/9/2018 12:00:00 AM  
**Payment Terms:** Net 30

### Product Line Items

Product	Quantity	Sales Price	Total Price
Admin	2	\$95.00	\$190.00
Drafting	16	\$85.00	\$1,360.00
Locating   Locating Technician	72	\$130.00	\$9,360.00
Locating   Supervising Technician	72	\$175.00	\$12,600.00
Mapping	36	\$215.00	\$7,740.00
Mobilization   Crew	8	\$195.00	\$1,560.00
Mobilization   Single Tech	4	\$110.00	\$440.00
Project Coordinator	6	\$95.00	\$570.00
Per Diem   Mapping   Per Man	4	\$150.00	\$600.00
Per Diem   Per Man	14	\$150.00	\$2,100.00
<b>Total USD</b>			<b>\$36,520.00</b>

### Product Descriptions

Product Item	Description
Admin	Administration
Drafting	In-House Drafting in Auto CAD
Locating   Locating Technician	Certified Trained Technician
Locating   Supervising Technician	Locate Utilities   Electrical, Comm, Water, Power, Gas, Sewer, Storm Drain
Mapping	Locations mapped in CAD and delivered via PDF or Printed 24" x 36" Plans. Client provided background may be required.
Mobilization   Crew	Mobilization for Per Crew plus Equipment
Mobilization   Single Tech	Mobilization for Technician and Equipment. Per Technician.
Project Coordinator	
Per Diem   Mapping   Per Man	Travel Expenses
Per Diem   Per Man	Travel Expenses



## Quality Level Definitions

Quality Level D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

---

Quality Level C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

---

Quality Level B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

---

Quality Level A is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.

## **Service Exceptions and Limitation**

### **Locating Exceptions**

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

### **GPR Exceptions**

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

### **Mapping Exceptions**

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

### **Potholing Exceptions**

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your C Below representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

### **CCTV Exceptions**

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

### **Traffic Control**

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.



## General Terms and Conditions for Services

Provided by C Below, Inc.

For the remainder of this document, C Below, Inc. will be referred to as CBI and the Owner or Owner's representative will be referred to as the CLIENT.

### ANTICIPATED COSTS

CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime. The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

### MINIMUM CHARGES

All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

### WORKING HOURS

CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

### SCHEDULING & CANCELLATION

A minimum of 24-hours notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of \$75 per technician will apply. If services are canceled less than 24-hours before the scheduled start time, a fee of \$75 per technician will apply.

### PREVAILING WAGE

The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by CBI to the Client.

### CERTIFIED PAYROLL

Certified payroll requests will have a processing fee applied for each project, billed on every invoice in the amount of \$75.00.

### C.O.D.

Projects totaling less than \$5,000.00 in services for Clients that have not submitted credit approval through the CBI accounting department shall be performed on Cash on Delivery (C.O.D.) basis. Prior to the start of our services the CBI technician will collect a check from the Client. For all other projects, please see the TERMS OF PAYMENT section of this document.

### TERMS OF PAYMENT

The Client agrees invoices rendered for professional or technical services will be prepared bi-monthly and are due upon presentation. Invoices will be deemed past due if unpaid within thirty (30) days from date of invoice, and will be subject to a monthly finance charge of 1.5% of invoice total for each month unpaid. All invoice errors or necessary corrections shall be submitted to CBI within fifteen (15) days of receipt of the invoice; thereafter the Client acknowledges the invoice is correct and valid for payment due to CBI. CBI reserves the right to terminate services to the Client without notice if the Client's account is not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to CBI. The Client waives any and all claims against CBI, its subsidiaries, affiliates, servants and agents in connection with termination of work/services pursuant to this agreement. In the event CBI deems it necessary to refer a past due account to an attorney or to file suit for collections, the Client agrees to pay all actual expenses and costs incurred there by, including CBI staff costs, actual attorney fees & costs, and all related costs in such litigation. Jurisdiction and venue of all such actions and any other actions arising from this agreement or the provision of services by CBI shall be in San Bernardino County, State of California.

### INSURANCE

CBI carries all insurance required by law. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from CBI. CBI will process Waiver of Subrogation, Additional Insured's, and Additional insurance certificates upon request from the Client. An additional charge of \$150 will apply for each document required and will be invoiced to the Client.

### REIMBURSABLE EXPENSES

Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by CBI exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

### SERVICE AUTHORIZATION

Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

### PROPOSAL VALID DURATION

Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from proposal date.

#### CONTRACTUAL ADDITIONS

C Below will undertake professional responsibility for only the services provided pursuant to this Agreement, and only pursuant to the terms and conditions of this Agreement. In particular, and without limitation, C Below will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from C Below's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into C Below's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies.

The services being provided for by C Below do not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that C Below's services are not a substitute for compliance with California government Code §§4216 - 4216.9.

In recognition of the relative risks, rewards and benefits of the project to both the Client and C Below, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, C Below's total liability to the Client and to any other third party for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed C Below's fee or \$5,000.00, whichever is less. Such causes include, but are limited to, C Below's negligence, strict liability, breach of contract or breach of warranty.

The Client waives all rights against C Below for damages caused by fire, water, wind or any other perils to the extent covered by any type of property insurance applicable to the claimed damage or loss. This waiver of subrogation shall be effective even though that person or entity would otherwise have a duty of indemnification.

The Client shall ensure that all of its contractors and subcontractors maintain General Liability Insurance (minimum of \$1,000,000 per occurrence limits of coverage). Modified occurrence policies are not acceptable; any coverage exclusion in addition to standard ISO coverage forms must be noted and approved by C Below. The Client will require and make certain that its contractors and subcontractors list C Below as an additional insured using ISCO CG2010 1985 Form B or equivalent with no limitation to "ongoing operations" for each project C Below performs services for the Client. The additional insured endorsement or certificate must also contain a statement that "the protection afforded the additional insured hereunder shall be primary and any other coverage available to the additional insured shall be excess and non-contributing."





**Estimate**

**Job No.** 18-0580  
**Quote No.** Q-04258  
**Date:** 5/10/2018 10:05:38 AM  
**Expires on:** 6/9/2018 12:00:00 AM  
**Payment Terms:** Net 30

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement.

Signature:

Effective Date:

Name (Print):

Title:

**Client Billing Information**

Bill to Name

Attention

Address

City

State

Zip

Email

C Below Signature:

Effective Date:

C Below Name (Print):

Title:

Please sign and email to David Mintzer at [dmintzer@cbelow.com](mailto:dmintzer@cbelow.com).


After C Below receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

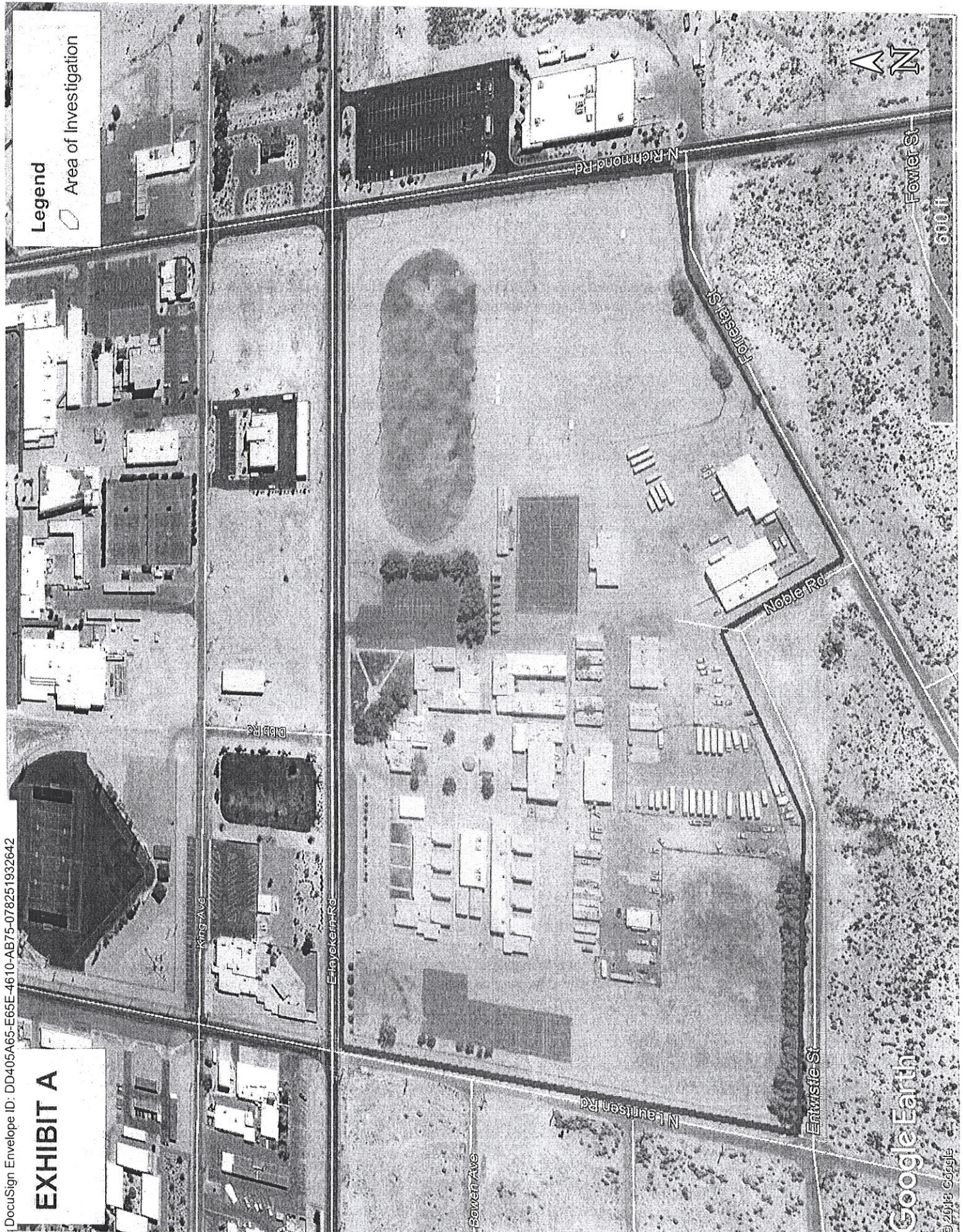
THANK YOU FOR YOUR BUSINESS!



# EXHIBIT A

## Legend

 Area of Investigation









## 10. CONSTRUCTION ADMINISTRATION

### 10.3 Approval to Enter Into a Purchase Order with Standard Tools and Equipment Company to Provide and Install a Paint Booth for the Wood Shop for the Burroughs High School Modernization Project

---

**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district is in the construction phase of the modernization of Burroughs High School. During the course of construction, many previously identified delayed construction activities remain to be executed during the summer of 2018 in order to complete the project. Included in this work is construction related to fire life safety measures previously unknown but required by DSA at the wood shop. Specifically, DSA has identified the existing paint booth at the wood shop as not meeting fire code. As a result, the district solicited proposals to provide a new, code-conforming paint booth to replace the existing one and to complete the project and to obtain DSA and other regulatory agency certification.

**CURRENT CONSIDERATIONS:** Upon request from the district staff and program consultant, Standard Tools and Equipment Company has provided a proposal to provide installation services for a new paint booth unit as necessary for completion of the construction and certification by the various regulatory agencies with authority over the project, including DSA.

**FINANCIAL IMPLICATIONS:** The proposed amount for the necessary materials and services to execute the paint booth construction through completion and close out is \$11,280.00 which includes overhead, profit, and insurance. The district plans to use 100% district funds for this work.

**SUPERINTENDENT'S RECOMMENDATION:** It is the superintendent's recommendation that the board approve the purchase order with Standard Tools and Equipment Company to provide and install a code-conforming paint booth for the wood shop for the Burroughs High School modernization project.

# QUOTATION



**Quote #:** Q-03072-1  
**Date:** 5/22/2018  
**Expires On:** 6/21/2018

## Standard Tools and Equipment Co

www.paint-booths.com | www.eagleequip.com | www.toolsusa.com  
4810 Clover Rd | Greensboro, NC | 27405  
Phone: 1-800-451-2425 | Fax: 1-336-697-1738

**SALESPERSON:** Jennifer Patterson  
(336) 697-7177 138  
jenniferp@standardtool.com

### Ship To:

Sierra Sands Unified School District  
113 Felspar St  
Ridgecrest, CA 93555  
USA

### Bill To:

Sierra Sands Unified School District  
113 Felspar St  
Ridgecrest, CA 93555  
USA

### Contact:

Dave Hall  
(760) 668-2387  
dhall@ssusd.org

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED
1	OFB-1000-8	OPEN FACE INDUSTRIALBOOTH 8WX7HX6.5D	\$3,299.00	\$3,299.00
1	HQ240231	HQ24 2HP 208/230/460/3/60 TEFC EE WITH IC=F	\$0.00	\$0.00
1	ETL-0011	ETL FOR EFB OFB-10 OR SMALLER 2HP 3-PHASE 208/230V	\$999.00	\$999.00
1	DW24PKG	24" X 8' DUCT WORK PACKAGE	\$750.00	\$750.00
1	ARC-24	24" ADJUSTABLE ROOF CURB	\$0.00	\$0.00
1	PIPE-24	24" X 4' ROUND PIPE	\$70.00	\$70.00
1	FS9001-OFB8	AMEREX FIRE SUPPRESSION - OFB8	\$2,212.00	\$2,212.00
1	FSL-OFB8	AMEREX FIRE SUPPRESSION LABOR - OFB8	\$2,112.00	\$2,112.00
			<b>Freight:</b>	\$1,838.00
			<b>Total Amount:</b>	\$11,280.00

**Accepting Quote**

*I have reviewed this quote and agree to pay the quoted price for the quoted items. I confirm these are the products I ordered. I understand the return policy and that if I choose to return a returnable item, I will be responsible for the freight charges and a 20% restocking fee.*

Please read these terms of service carefully. Standard Tools and Equipment Co.'s policy

I have read and understand the Terms and Conditions Below and Accept this Quote As Given.

<b>Signature:</b>	<u>                  {{(t;s;r;y;o:"Signer1";w:150;h:25;)}}                  </u>	<b>Effective Date:</b>	<u>                  {{(t;t;r;y;o:"Signer1";l:"Date";)}}                  </u>
<b>Name (Print):</b>	<u>                  {{(t;t;r;y;o:"Signer1";l:"Printed Name";)}}                  </u>	<b>Title:</b>	<u>                  {{(t;t;r;y;o:"Signer1";l:"Title";)}}                  </u>

These terms and conditions of sale are applicable to any order placed by you (the "Customer") with and accepted by Standard Tools and Equipment Co. (referred to herein as "STE"). Standard Tools and Equipment Co. is the parent company of the Eagle Equipment™ brand and the Tools USA brand. The terms of service are rules that our Customer and STE agree to abide by prior to doing business together.

**Please read these terms of service carefully. Standard Tools and Equipment Co.'s policy.**

These terms and conditions of sale ("Agreement") are applicable to any order placed by you (the "Customer") with and accepted by Standard Tools and Equipment Co. (referred to herein as "STE"). Standard Tools and Equipment Co. is the parent company of the Eagle Equipment™ brand and the Tools USA brand. The **terms of service** are rules that our customer and STE agree to abide by prior to doing business together.

**Payment Methods**

STE accepts Visa, MasterCard, American Express and Discover. Orders may also be prepaid with money order, wire transfer, cash, PayPal, Tele check, and personal or company check. When paying with personal or company check, funds must be collected in advance of shipment. Your credit card will be authorized at time of order and charged at time of shipment. There will be a deposit required prior to any work on a custom booth order. If paying this deposit with a credit card, it will be charged at the time of order with the remainder charged at the time of shipment.

**Tax**

STE charges tax for all in-state North Carolina orders, whether it is shipped to a NC address or picked up at our location. There are exceptions to this requirement as have been established by the NC Dept. of Revenue. In order to comply with the laws of North Carolina, we are required to have a completed and signed form E-595E from each customer who is sales tax exempt.

We may request a copy of your Resale Certificate issued by the NC Dept. of Revenue. For additional information on the matter, you may access the NC Dept. of Revenue website at: [www.dor.state.nc.us](http://www.dor.state.nc.us) or call them at **1-877-252-3052**.

**Risk of Loss / Freight / Shipping**

All shipments are FOB the STE warehouse, which means that ***ownerships of these goods transfers to the customer when they leave our dock.*** We use common carriers that have a demonstrated history of timely deliveries and competitive freight rates for the benefit of our Customer. Most of these carriers have restrictions on delivering to residential addresses and may require pick-up at freight terminal. There are additional fees for residential, limited access and remote delivery. There are additional fees for lift gate services and scheduled deliveries from the freight carriers.

For items advertised with "Free Shipping"; this applies only to shipments within the Continental United States (excludes Alaska, Hawaii, and Canada and Mexico). Free Freight does not apply to residential, limited access and remote delivery locations. Call the STE sales department at 1-800-336-2776 for a specific freight quote.

**Delivery, Unloading and Freight Damage**

**Unloading:** The customer is responsible for unloading the shipment from the carrier's truck. This may require a forklift and/or lift gate service. Please note that Lifts will require a forklift to unload and they cannot be unloaded using a lift gate vehicle. The STE customer care team can advise you prior to shipping what will be needed to unload your shipment and the approximate weight of the shipment.

**Tracking:** While STE will provide customers with an estimated time of delivery and tracking information, we can't provide a specific time, or schedule a time for that service. The customer can contact the freight carrier directly to schedule a delivery or check on freight delivery status.

**Damages:** Any charges or damages that may be incurred as a result of unloading from the carrier's truck is the customer's responsibility. Depending on your situation, it may be advantageous to have your products shipped to a freight terminal where the freight company's personnel can load it onto your trailer or truck. Please note that Lifts will require a fork lift to unload and they cannot be unloaded using a lift gate vehicle.

**Upon delivery, it is very important that you inspect all of your products immediately.** While we make every attempt to prevent freight damage by properly packaging your order, sometimes damage occurs in transit. For your protection, it is imperative that you note any and all damage you observe on the Delivery Receipt (Bill of Lading) that the carrier will ask you to sign. This will establish your right to file a claim against the freight carrier for this damage. If there are notable shipping damages to your equipment at time of delivery, we advise that you deny the shipment and note "Arrived Damaged" on the Bill of Lading. We also advise that you take photos of the damage for your freight claim with the freight carrier. The carrier will then return the damaged equipment to their warehouse for inspection. You are then advised to contact STE concerning your damaged shipment.

If there are concealed damages after the carrier has departed (something you hadn't noted on your initial inspection), this should be reported to the freight company **within three days of delivery** in order to preserve your right to file a claim. It is the customer's responsibility to file damage claims against the freight company. STE customer care team is here to assist with the claim if we are contacted within the 3-day window.

**Shortages:** Should you discover any shortages/missing parts, we ask that they be reported to STE's customer service **within 3 days of delivery.**

**Lost Shipment:** If your shipment is lost in transit, we ask that you report it to STE customer care as soon as possible so that we may work with the freight company to try and resolve it on your behalf. We cannot ship you a replacement product until your lost shipment is resolved (found or the claim is closed) by the freight company.

**Pickup Order Requirements:** It's important to call STE before you plan to arrive to pickup your order so that we can ensure your order is in stock and ready for you to pickup. We can only offer pickup at our warehouse Monday-Friday from 8:30AM – 4:00PM. It is required that you have the appropriate trailer or vehicles for us to load your equipment. We will not load a lift into a pickup truck. The equipment must fit securely and be on a trailer or proper weight limitations. We can advise you of the proper pickup trailer and vehicle prior to you arriving.

### Installation

STE has a nationwide network of independent installers that we can recommend for your Equipment or Paint Booth. These installers do not work for STE. Please call 1-800-336-2776 to find an installer in your area. The contract you enter into with the independent installer is outside the relationship you have with STE and we are not responsible for issues or damages that you may incur with the independent installer.

### Warranties Returns and Replacements

All products that appear on our websites or in our catalogs are warranted by STE, Eagle Equipment™ or the manufacturer against defects in material and workmanship to the extent of the manufacturer's warranty. Please note that we provide a warranty on parts only and this doesn't extend to labor, loss of product use, or loss of business revenue and profits. Contact our customer care department for specific warranty details on products and models.

In the event that you suspect you have a defective part or product ("part"), please contact our customer care department immediately by calling 336-697-7177, or by emailing [webmaster@standardtool.com](mailto:webmaster@standardtool.com). Please include photos and video of the defective equipment for your claim.

If we believe that you have received a defective part, STE will provide you with a return authorization ("RA") number and schedule a time to have your equipment picked up. It is the customer's responsibility to package the equipment for return shipment in sufficient packaging to prevent damage during return. Please note the STE RA number on the packaging.

Upon receiving and inspecting the defective part, STE will provide a replacement part, free of charge, to the customer. If the customer wishes to have the warranty replacement shipped to them prior to the return of the defective product, the customer must pay for the replacement product at shipping. STE will issue the Customer a refund upon receiving the defective product.

In the event the part is determined to not be defective, it will be subject to a minimum restocking fee of 20% and the return freight. Credit for warranty returns to third party vendors will be subject to their return policy.

### Returns

**All returns must be authorized prior to shipping.** Contact STE's customer care department for instructions and a [return authorization number, which must be issued prior to any return.](#)

Customers may return any unused stock item in the original packaging within 30 days of purchase subject to a 20% restocking fee. All freight charges related to the original shipment and the return will be the responsibility of the customer.

Custom manufactured items are not returnable and no credit will be given on unauthorized returns. **Shipments refused by customers and returned to STE will be treated as unauthorized returns.** Credit will be subject to restocking charges and freight charges related to the return.

### Product Availability / Pricing

STE strives to maintain sufficient inventory on all catalog products to ensure prompt delivery. However, due to high sales volume, some products may be temporarily out of stock. STE will make every effort to process your order in a timely fashion, but STE will not be liable due to the unavailability of inventory or delays in shipping.

Graphics both online and in print are for illustration only and product shipped may vary from those depicted due to improvements, changes by the manufacturer, or other reasons. STE makes every effort to provide accurate product images and specifications. All product prices and the terms and conditions of sale are subject to change by STE at any time without notice.



## Fire Suppression Systems

The pricing of fire suppression systems is broken into two components 1) The system package and 2) system installation based on the quoted booth. The price quoted includes the standard system being installed on site by local licensed installers of our fire suppression vendor, Amerex after the booth is erect. Local installer contact information can be provided prior to the sale or upon request. Please note – It is the customer's responsibility to coordinate installation of the system upon completion of the booth construction. Should the customer not coordinate the installation within 1-year of shipment, STE system installation liability will then terminate. The fire suppression standard installation cost will be paid by the Customer in full at the time of the shipment of the fire suppression hardware package. If you decided that you want to return the fire suppression system, there will be 20% restocking fee and the customer is responsible for shipping charges.

The Amerex Fire Suppression Components Include:

- Cylinders
- Control Heads
- Nozzles
- Fusible links/Detectors
- Pulleys/tees
- Wire Rope
- Alarm
- Installation of the Fire Suppression System
- Permits and Testing

\*\* The installed price does not include electrical and may require additional piping, nozzle and fittings, depending on-site construction. These additional costs are the responsibility of the customer and will be paid directly to the installer on location. Electrical or alarm connections to the system for shut down and alarm purposes, which must be completed by a licensed electrician or alarm company. These costs are not set by, nor are the responsibility of Standard Tools and Equipment Co.

By signing below, I acknowledge that I have read, understood and agree to comply with terms and conditions as stated above,

Signature: {{(t;s;ry;o:"Signer1";w:150;h:25;}} \_\_\_\_\_

Date: {{(t;t;ry;o:"Signer1";l:"Date";}} \_\_\_\_\_

## Paint Booth Electrical Components

For all Paint Booths and/or Control Panels: Paint Booth components are built and designed to fit your electrical requirements. It is important that you provide us with accurate electrical information. Contact your power company or a professional electrician if you do not know what phase and voltage you need / have in your building.

I have reviewed my paint booth drawing supplied within this quote for accuracy. I understand that my order is manufactured to my specifications within this quote and that it will be built based on these approval drawings.

IMPORTANT: Please fill in the required electrical power:

Voltage? {{(t;d;ry;o:"Signer1";l:"Voltage";dd:"208,230,460";w:100;}} \_\_\_\_\_

Phase? {{(t;d;ry;o:"Signer1";l:"Phase";dd:"1Phase,3Phase";w:100;}} \_\_\_\_\_

Signature: {{(t;s;ry;o:"Signer1";w:150;h:25;}} \_\_\_\_\_

Date: {{(t;t;ry;o:"Signer1";l:"Date";}} \_\_\_\_\_

## ETL LISTED ELECTRICAL CONTROL PANEL FOR PAINT BOOTHS

The electrical department at STE is an Intertek/ETL certified shop. The STE electrical control panel is certified by Intertek/ETL as compliant with UL-508A and C 22.2 No. 14. Intertek/ETL authorizes Standard Tools and Equipment Co. to manufacture the panels, which are specific for voltage, phase, motor horsepower and number of motors. Because STE is required to maintain accurate records of certified electrical control panels, it is critical that the customer provide us with accurate electrical service information to produce their panel. Failure of the customer to provide STE with the information above will result in extra charges and delay of product delivery.

The Customer should note that in order for the ETL certification to remain valid;

- The control panel should be installed by a licensed electrician and in compliance with the installation instructions.
- The control panel will be mounted outside the booth and at least 36 inches from any booth opening.
- It must be free of any damage during installation or its use.

The electric control panel can only be returned at no charge for workmanship reasons and only if uninstalled and/or not modified.

- The panel should be returned in the original packaging including the outer box. DO NOT SHIP THIS PANEL IN JUST THE 12X12X6 BOX.
- Returns for inaccurate information provided by the Buyer will be subject to a 20% restocking fee and all shipping costs.
- Charges will be incurred for panels that have been installed or modified.

I agree that I have read and acknowledge the terms and conditions of sale from Standard Tools and Equipment Co. I also agree that I have checked my quote from STE for accuracy and have provided the proper electrical requirements above. I understand that my equipment will be built based on the information I provided and I will be responsible for any charges that may be incurred from providing the incorrect information.

Signature: {{t:s:r:v:o:"Signer1":w:150:h:25;}}

Date: {{t:t:r:v:o:"Signer1":l:"Date":;}}

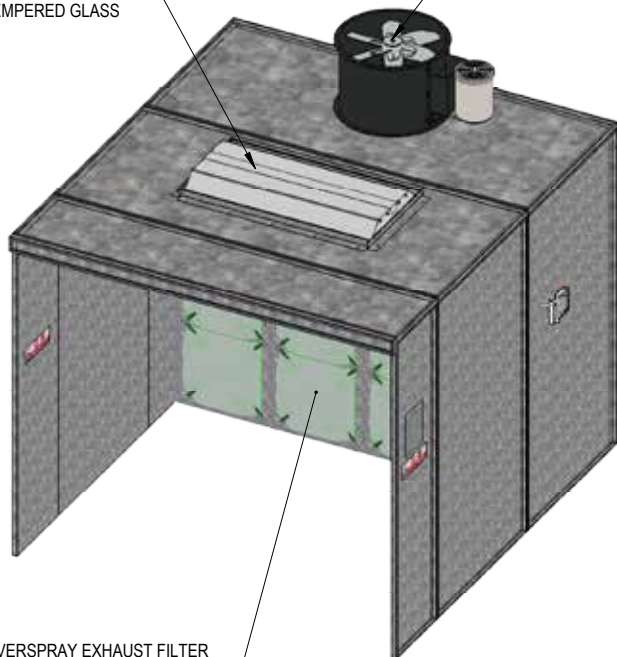


# **OFB-1000-8**

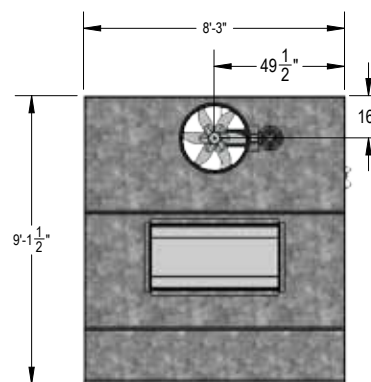
8' - 0" WIDE; 7' - 0" HIGH; 6' - 5" LONG  
8' - 3" WIDE; 7' - 1.5" HIGH; 9' - 1.5" LONG  
OPEN FACED BOOTH

24" EXHAUST FAN w/ 1HP MOTOR  
5,910 CFM @ 0.5" SP  
UL LISTED & CSA CERTIFIED

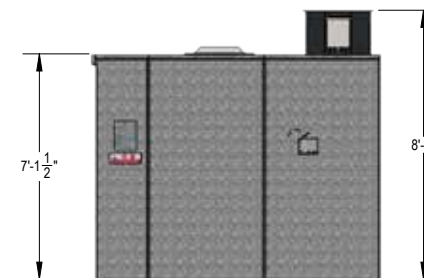
24"x48" LIGHT FIXTURE,  
ENCLOSED & UL LISTED  
MOUNTED BEHIND 0.25" TEMPERED GLASS



20"x20" PAINT OVERSPRAY EXHAUST FILTER  
FIBERGLASS MEDIA PAD

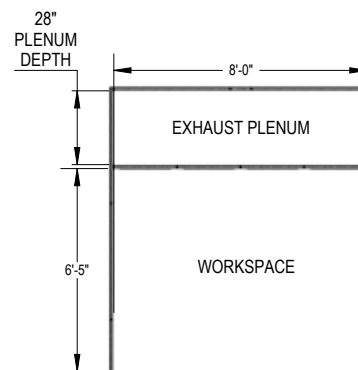


TOP VIEW

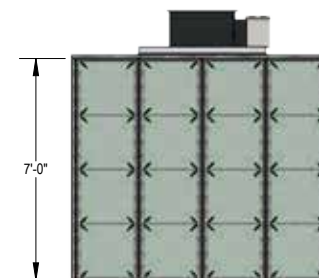


RIGHT VIEW

## OUTSIDE DIMENSIONS



TOP VIEW



FRONT VIEW

## INSIDE DIMENSIONS

CUSTOMER  
SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



4810 Clover Rd  
Greensboro, NC 27405 US  
1-800-451-2425  
www.paint-booths.com

**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS  
DRAWING IS THE SOLE PROPERTY OF  
STANDARD TOOLS & EQUIPMENT. ANY  
REPRODUCTION IN PART OR AS A WHOLE  
WITHOUT THE WRITTEN PERMISSION OF  
STANDARD TOOLS & EQUIPMENT IS  
PROHIBITED.

UNLESS OTHERWISE SPECIFIED:  
DIMENSIONS ARE IN INCHES  
TOLERANCES:  
FRACTIONAL  $\pm 1/8$   
THREE PLACE DECIMAL  $\pm 0.025$   
ANGULAR  $\pm 1.0^\circ$

DRAWN: -  
DATE: 2/28/2017  
REV: -  
SHEET: 1 of 2  
DRAWING NOT TO SCALE

MODEL: OFB-1000-8  
PARENT  
MODEL: -

INSIDE DIMENSIONS:  
8' - 0" WIDE; 7' - 0" HIGH; 6' - 5" LONG  
OUTSIDE DIMENSIONS:  
8' - 3" WIDE; 7' - 1.5" HIGH; 9' - 1.5" LONG

NOTE:  
CONTRACTOR TO VERIFY  
ALL DIMENSIONS IN FIELD  
AND REPORT ANY  
DISCREPANCIES PRIOR TO  
STARTING WORK

**MANUFACTURED IN  
COMPLIANCE WITH  
NFPA-33, OSHA, AND  
NEC GUIDELINES**

- ALL MATERIALS OF CONSTRUCTION ARE  
NON-COMBUSTIBLE  
- ALL PANELS ARE 16 GA. GALV SHEET STEEL  
- WINDOWS ARE 1/4" TEMPERED GLASS  
- FAN IS TUBEAXIAL, ALUMINUM BLADE WITH  
DRIVE BELT IN ENCLOSED SHROUD,  
UL APPROVED.

DESIGN NOTES:

## 10. CONSTRUCTION ADMINISTRATION

10.4 Approval to Enter into Amendment #3 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Burroughs High School Modernization Project

BACKGROUND INFORMATION: In response to two grants received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district ultimately commenced construction of a new Murray Middle School and modernization of Burroughs High School. As a requirement of the Division of the State Architect, the district is required to commission the services of a certified Class One Inspector of Record to observe and report on the construction process.

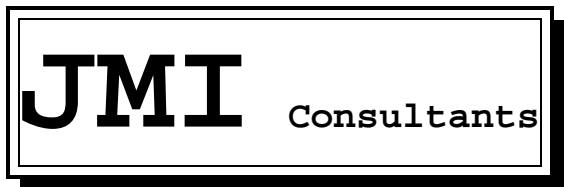
CURRENT CONSIDERATIONS: Due to unforeseen and significant delays in the project schedule, it is necessary to extend the contract for the Inspector of Record (IOR) services through the assumed completion of construction and close-out, which was scheduled for completion at the end of December 2017. The revised, assumed construction completion date is now August 31, 2018. In addition, due to the necessity to utilize some of the fee for overtime services, and since the project has been extended, the services of the IOR must also be extended to August 31, 2018.

FINANCIAL IMPLICATIONS: The fixed fee amount of the amendment to the agreement which includes overhead, profit, insurance and reimbursable expenses shall be as follows:

JMI Consultants base contract:	\$255,840.00
Amendment #1	\$156,343.00
Amendment #2	\$ 16,936.00
Proposed Amendment #3	<u>\$ 42,639.00</u>
Total revised contract amount:	\$471,758.00

The district plans to use 100% district funds.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the amendment to the agreement for Inspector of Record services with JMI Consultants, in support of the Burroughs High School modernization project, be approved as described.



## Cost Proposal Amendment

40350 Paseo Del Cielo, Temecula, CA 92591  
Phone (760) 412-2507 Fax (951) 694-8707  
jeff@jmicinc.com

DATE: MAY 15, 2018

**TO:**  
Sierra Sands Unified School District  
Attn: Dave Hall  
113 Felspar Ave  
Ridgecrest, Ca 93555

**FOR:**  
Burroughs High School Inspection fees

DESCRIPTION			
Amendment to original contract for Inspection Services for the Burroughs High School project. This extension will be through August 31, 2018. The amendment cost is a not to exceed cost for 3 additional months of service			\$42,639.00

## 10. CONSTRUCTION ADMINISTRATION

10.5 Approve a Purchase Order for Gutter and Downspout Materials and Installation Services with NSP3 for the New Murray Middle School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of the new Murray Middle School project. In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of the complete facility, gutters and downspouts are required to manage rainwater distribution from walkway covers and shade structures to appropriate drainage locations. These were not included in the DSA pre-checked contract for the shelters. Since these accoutrements can be provided by the shade structure contractor, a quote for the work was solicited.

CURRENT CONSIDERATIONS: In order to provide the compatible rain water management equipment for the lunch shelter and walkway cover structures in the most cost-effective, functional, and expedient manner, the contractor who provided the DSA pre-checked shelters, NSP3, was requested to provide a quote for the work. NSP3 provided a quote that is within the district's statutory ability for direct contract.

FINANCIAL IMPLICATIONS: The quote received and to be made a part of the project is for seventeen thousand five hundred dollars (\$17,500.00). This quote includes material, fabrication, delivery, and installation.

Funding for this expense shall be 100% from district funds.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the district enter into a purchase order with NSP3 for the proposed gutters and downspouts for the lunch shelter and walkway cover shade structures and installation at the new Murray Middle School site.

# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106

Main#: (877) 473-7619  
Fax#: (530) 246-0518

## QUOTE TO:

Sierra Sands Unified School District  
Dave Hall  
113 W. Felspar  
Ridgecrest, CA 93555

DATE: 5/21/2018

QUOTE #: Q18-2094

Main #: 760-499-5300

Email: dhall@ssusd.org

REP: Nate - nate@nsp3.com

PROJECT: New Murray Middle School

TERMS: Net 30 of Completion

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install PA	<p>Installation by Park Associates Inc. CA - Lic# 959805 DIR# 1000003741 Installation of: Gutters, downspouts, drain (Materials and Installation) Gutter Color: White Downspout: Galvanized Installation to be per approved DSA Plans</p> <p>Please note: The distance of the water connection will have to be field verified. If it is excessive NSP3 will provide additional manpower on a T&amp;M basis. If not, we will connect to the nearest drain. If the drain is too far additional concrete cutting will be required, as well as trenching, and concrete patching.</p> <p>Additional costs due to gutters and downspouts to be approved prior to start of additional work.</p> <p>Excludes: Rebar cages Bobcat &amp; concrete truck access required Standard digging conditions w/ standard Bobcat equipment &amp; auger Concrete saw cuts Removal of spoils Concrete Pump Security Fencing</p> <p>*Additional fees may apply if Bonding or Special Insurance required*</p> <p>By signing below you acknowledge and agree to our Contract; Exclusions, Conditions &amp; Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &amp;/or off-loading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape &amp; hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components &amp; hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, &amp; workable (rough grade to be taken + or - one</p>	17,500.00	17,500.00
				<b>SUBTOTAL</b>	
				<b>SALES TAX (8.25%)</b>	
				<b>TOTAL</b>	

Representative Authorized to Order: \_\_\_\_\_

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

**SIGNED QUOTE REQUIRED TO ORDER**

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.

## QUOTE



**Corporate Office**  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106

**Main#: (877) 473-7619**  
**Fax#: (530) 246-0518**

**QUOTE TO:**

**Sierra Sands Unified School District  
Dave Hall  
113 W. Felspar  
Ridgecrest, CA 93555**

DATE: 5/21/2018

QUOTE #: Q18-2094

REP: Nate - nate@nsp3.com

**PROJECT:** New Murray Middle School

**TERMS: Net 30 of Completion**

**Main #: 760-499-5300**

**Email:** [dhall@ssusd.org](mailto:dhall@ssusd.org)

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Payment Terms: Material balance due on delivery/installation balance due upon completion of installation.		
NSP3					
				SUBTOTAL	\$17,500.00
				SALES TAX (8.25%)	\$0.00
				TOTAL	\$17,500.00

Representative Authorized to Order: \_\_\_\_\_

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

**SIGNED QUOTE REQUIRED TO ORDER**

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.



## 10. CONSTRUCTION ADMINISTRATION

### 10.6 Approval of a Proposal for Construction with Griffin Excavation and Paving for Installation of the Additional ADA Parking Spaces as Part of the New Murray Middle School Project

---

BACKGROUND INFORMATION: In November of 2012, the district received a grant from the Department of Defense (DoD) Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of the new Murray Middle School. In response to that grant, the district initiated design and construction phase services to complete execution of the project. During the course of construction, one ADA parking space was provided in the visitors parking lot, which met the DSA requirement. However, it became evident over time that there was a need for more than one space. Since this work was not included in any of the prime trade contracts, it was necessary to solicit proposals to execute the work. As a result, the district obtained a scope of work and referenced existing material and installation specifications in order to request proposals and to award the work.

CURRENT CONSIDERATIONS: The district has requested three (3) additional ADA parking spaces at the visitors parking lot. The proposal solicited by the district is from an existing, on site contractor. It is for the three (3) additional ADA parking spaces. The work requires that the existing curb be removed and a new curb and ADA walkway with truncated dome be added. The ADA parking spaces to be added are: (1) van and (2) regular ADA parking spaces, including striping and signage. Since the amount of the contract estimate for the work did not exceed the statutory limitation for direct solicitation, contractors were contacted to provide proposals. The responsive proposal was received from Griffin Excavation and Paving. It is recommended that Griffin be awarded the contract, as the responsive bidding construction contractor to provide a proposal within the range of reasonable cost for the work.

FINANCIAL IMPLICATIONS: The bid proposal received and to be made a part of the construction documents is for twenty-three thousand four hundred fifty-six dollars and twenty-three cents (\$23,456.23). Funding for this expense shall be 100% from district funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the proposal and allow the district to enter into an agreement for construction for the identified project as outlined above.

# Griffin Excavation & Paving, Lic 901811

1644 E Laura Ave. \* Ridgecrest, CA 93555

760.382.6047 \* 760.495.5764 (fax)



## Estimate

Customer

Name Sierra Sands Unified School District

Address \_\_\_\_\_

City Ridgecrest State Ca ZIP 93555

Phone/email \_\_\_\_\_

Misc

Date 6/5/2018

Project Murry Middle

PO # \_\_\_\_\_

FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	Saw out and remove existing curb, and sidewalk from edge of existing handicap approach to light pole approx 21 feet, dispose of demo. Excavate for new sidewalk and remove excess dirt and compact. Install new curb and sidewalk with ADA truncated dome for the entire length of new sidewalk. New sidewalk to have #3 rebar 18" on center with 3000 psi concrete. Black out existing striping in parking lot and install 2 handicap and 1 van ADA parking. Install signs (3) total behind new sidewalk.		\$ 23,466.23

Subtotal \$ 23,466.23

\$

Payment

Tax Rate(s)

TOTAL \$ 23,466.23

Comments \_\_\_\_\_

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

Office Use Only

*Thank you for your business!*

## 11. BUSINESS ADMINISTRATION

### 11.1 Approval to Solicit Request for Proposals from Experienced Architectural Firms for a Long-Range Facilities Master Plan

---

BACKGROUND INFORMATION: The Request for Proposals ("RFP") will enable the district to select an ideal candidate that can effectively partner with the district to perform various components of a facilities master plan. Each architectural firm responding will be prepared and equipped to provide complete and detailed facilities master planning services on behalf of the district in an expeditious and timely manner and enable the district to meet critical time deadlines and schedules.

CURRENT CONSIDERATIONS: Every governing board, regardless of circumstance, size, or location will need to conduct a facilities master plan to set the direction for the district's facilities, land-use planning, maintenance, and other features. A facilities master plan is the result of a process in which the Board of Education and district staff collect and analyze data regarding the current and future needs of district facilities. The data collected is used to inform future district facilities planning. A facilities master plan should be conducted or updated by district staff approximately every five to ten years, or prior to any significant building project. Districts benefit from the process and findings of a facilities master plan - not only growing districts with new construction projects, but also those districts with older facilities requiring modernization.

Most facility master plans include needs assessments of individual school sites. The steps that follow the completion of a facility master plan may include, but are not limited to: site acquisition, project planning, project design, the bidding process, and ultimately construction. The preparation of a facilities master plan includes two key components: 1) comprehensive demographic studies and enrollment projections and 2) a facilities needs assessment. These studies and projections will inform the district of who and how many students are coming - and what sort of new and additional facilities, buildings, classrooms, core and support facilities will be needed to adequately house and educate those students five to ten years into the future.

FINANCIAL IMPLICATIONS: The estimated cost of a facilities master plan is \$50,000.00. Funding for this expense shall be from the 2018-19 budget of one-time mandated costs.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends the approval to solicit Request for Proposals for a district long-range facilities master plan.



# **Sierra Sands Unified School District**

## **Request for Proposals Regarding Facilities Master Planning Services**

**Contact:**

Pam Smith, Asst. Superintendent of Business  
Sierra Sands Unified School District  
Email: [psmith@ssusd.org](mailto:psmith@ssusd.org)  
Telephone: 760-499-1604

**RFP Deadline: June , 2018**

## **Request for Proposals Regarding Facilities Master Planning Services**

The Sierra Sands Unified School District ("District") is soliciting proposals from experienced architectural firms that can help with the planning, development and related work associated with a Long-Range Facilities Master Plan ("Facilities Master Plan").

The purpose of this Request for Proposals ("RFP") is to obtain information that will enable the District to select an ideal candidate that can effectively partner with the District to perform various components of a Facilities Master Plan. Each Architectural firm responding to this RFP should be prepared and equipped to provide complete and detailed Facilities Master Planning services on behalf of the District in an expeditious and timely manner and enable the District to meet critical time deadlines and schedules.

If your firm is interested in providing Facilities Master Planning services for or on behalf of the District, please submit a detailed summary of your firm's qualifications in accordance with this RFP. The deadline for receipt of Proposals is 2:00 PM, on May 24, 2018 ("Response Deadline"). Note that proposals delivered after the Response Deadline may not be considered. A minimum of four (4) hard copies and one (1) electronic copy on a CD or flash drive in PDF format of your proposal should be submitted to:

**Pam Smith, Asst. Supt. of Business Superintendent**  
Sierra Sands Unified School District at: [psmith@ssusd.org](mailto:psmith@ssusd.org)

All submittals will become the property of the District. Information in the proposals will become public property and subject to disclosure laws. The District reserves the right to make use of any information or ideas in the proposals, reject any or all applicants, and to waive any irregularities or informalities in the RFP and RFP process. All costs associated with the preparation or submissions of qualifications, for this RFP are solely the responsibility of the candidates.

In order for the District to make an informed decision regarding selecting an architectural firm among responsible and responsive candidates, your proposal must contain the following described elements or evidence that the architectural candidate meets or exceeds the requirements stated hereto in this RFP.

## **1. SCOPE OF SERVICES**

### **1.1 Meet with Facilities Master Planning Committee ("FMPC")**

This task involves meeting with appropriate team members on the FMPC to obtain critical information on the existing facilities and conditions assessment. The FMPC shall meet throughout the Facilities Master Plan process. Participants in the FMPC might include members from the following groups:

- Parent Site Councils and School District Principals
- Representatives from School Foundations
- School District Staff
- Students
- Board of Trustees
- Superintendent's Cabinet

### **1.2 Community Outreach**

In light of the significant community interest in the Facilities Master Plan process, this task involves selected architectural firm ("Architect") assisting with Community Input Forums allowing the community to weigh in on the Facilities Master Plan process. Community Input Forums will be held to provide community members information and seek feedback from them on facility needs.

### **1.3 Develop Educational Specifications**

Based on the District's Educational Program and input from the community and the staff, develop educational specifications detailing the facilities needs within the District.

### **1.4 Demographics and Enrollment Projections**

Perform a study of housing markets within the District and enrollment projections for the current attendance areas for 3, 5, and 10 year periods. Review these findings and recommend school site sizes to accommodate the projections.

### **1.5 Capacity and Utilization Study and Determination of Eligibility for State Funding**

Perform a school site capacity study, including a full facilities inventory, along with established State and local loading standards. Provide recommendations regarding maximum site sizes, possible school additions or new sites. Prepare Office of Public School Construction Eligibility Determination for growth and modernization programs.

### **1.6 Facilities Equity Study**

Analyze and compare teaching and support spaces between the school sites. These findings will be compared with the educational specifications to determine the need for changes or additions in facilities and spaces necessary to accommodate the instructional program.

### **1.7 Develop Future Facilities Needs and Alternatives**

This task involves the Architect assisting with prioritizing short-term and long-term needs of the School District, exploring community and joint use needs, preparing individual site Facilities Master Plans, providing recommendations for energy savings, incorporating deferred maintenance needs into each campus, facilitating and documenting FMPC input and assembling all material for the FMPC.

### **1.8 Cost Estimates**

Identify and project all costs associated with the recommended facility additions and improvements.

### **1.9 Preparation of a Final Digital Facilities Master Plan**

This task involves Architect assisting with the preparation of a final digital Facilities Master Plan (in Adobe PDF format) that can be uploaded to the School District's website and can be easily accessed by the School District's constituents.

### **1.10 Facilitation of the FMPC Presentation**

This task involves Architect assisting with the facilitation of FMPC presentation/discussion of findings and recommendations to the Governing Board in a Board workshop setting.

### **1.11 Presentation to the Governing Board**

After receiving feedback from the FMPC presentation described in 1.10, Architect will assist with presentation of the draft Facilities Master Plan (including estimates, schedules, and possible funding scenarios) to the Governing Board for feedback prior to finalization and approval by the Board.

## **2. PROPOSAL FORMAT**

PROPOSALS should be typewritten, concise, straightforward, and must address each requirement and question. Submittals shall be signed by an authorized individual or officer of the firm submitting the statement. In addition, submittals are required to have the following:

- Materials must be in 8 ½ x 11 format.
- Table of Contents to include:
  - Cover Letter
  - Business Information
  - Project Approach
  - Relevant grade K-12 Experience
  - References
  - Project Team Summary (including sub-consultants)
  - Fees
  - Litigation History
  - Insurance

**An Architectural firm's proposal shall at a minimum, include all of the following:**

#### **2.1. Cover Letter**

A cover letter containing an introduction, including the name, address, telephone number, and e-mail address of the person or persons authorized to represent the institution regarding all matters related to the proposal. Cover letter should also include number of years in business and date firm was established. The letter shall be signed by the individual authorized to bind the respondent to all statements and representations made therein and to represent the authenticity of the information presented.

#### **2.2. Business Information**

Provide the following information for your firm and all sub-consultants:

- Company Name
- Address
- Telephone
- Fax
- Website URL (if applicable)

- Name and email of main contact
- Federal Tax I.D. Number
- License information including number and expiration date, if applicable
- Business Structure (Corporation, Partnership, etc.)
- A brief description and history of the firm
- Number of employees (licensed professionals, technical support, etc.)
- Number of current projects and present workload and where possible, projected workload for the period in question, for those individuals proposed to work the District's project
- Location of office where the bulk of services solicited will be performed
- Proof of Errors and Omission insurance and coverage amounts

### **2.3. Relevant Grade K-12 Project Experience**

Provide information about prior services/designs prepared by your firm on at least three (3) or more prior Facilities Master Plans at the K-12 level. Include the following information:

- Briefly state the relevance for each project included for consideration in this RFP.
- Specify role of firm or individual if work was not exclusively completed by the firm (i.e. joint venture, etc.)
- Provide a list of the following for each project:
  - Project name and location
  - Beginning and end dates of project
  - Main program elements
  - School District and name of contact with contact information
  - Key individuals of the firm involved and their roles in the project
  - Any sub-consultants that worked with the firm.

### **2.4. References**

Provide the following reference information for your firm:

- Provide five (5) K-12 references who you have worked with in the past five (5) years. Four of the references can be for existing clients. However, one of the references must be for a client you no longer do work for. Please provide a written explanation as to why you no longer have a relationship with that client.
- Provide two (2) Program Manager or Construction Manager references that include a reference for construction administration services.
- Provide authorization of the "Architect" and all principals thereof to allow the District to make oral and/or written inquiries of all references listed, regarding your qualifications, performance, reasonableness of fees and charges, and quality of final results.

### **2.5. Project Team Summary**

Identification of Architectural firm's project team and their specific expertise, experience, and resources to ensure suitable architectural services. Indicate key team members, years with the firm, resumes, and California Registration Numbers, as applicable.



## **2.6. Fees**

Provide your fee schedule. If you plan to propose charging any costs for additional services, describe the types of costs to be covered and a proposed fee schedule. Be sure to include overhead and other special charges.

## **2.7. Litigation History**

Provide a comprehensive five-year summary of the firm's litigation, arbitration and negotiated/settled

## **2.8. Insurance**

Provide proof of coverage for the types and amounts of insurance carried by the Architect, including CGL, automobile liability, Workers Compensation, and Professional Liability Coverage. Minimum limits of insurance required by the District for consultant and sub-consultants are as follows:

- Commercial General Liability Insurance (CGL) with a combined single limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.
- Business Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each accident.
- Professional Liability (Errors & Omissions) Insurance with a limit not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- Workers' Compensation Insurance as required by the State of California.

## **3. CRITERIA FOR SELECTING PRE-QUALIFIED CONSULTANTS**

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting an Architect to assist with the Facilities Master Plan. The evaluation criteria are as follows:

### **3.1. Timeliness and Completeness of Proposal**

To receive maximum consideration, Architectural firm's PROPOSAL must be received by the Response Deadline. In addition, Architectural firm's PROPOSAL will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFP.

### **3.2. Technical Qualifications and Competence**

This includes experience, expertise, and familiarity with applicable laws and requirements for school facility projects in general and Facilities Master Planning in particular.

### **3.3. Record of Past Performance**

This includes work quality, completion of work on schedule, cost controls, contracts held with other K-12 school districts over the last 5 years as well as the response of references provided by the Architectural firm or any other references identified by the District.

### **3.4. Approach to Work**

This includes project management and coordination methodologies, prioritization analysis and study approaches and ability to work cohesively with various stakeholders involved in long-term planning efforts.

### 3.5. Fees

This includes total fee amount proposed by Architect firm, any additional costs for sub-contractors required for completion of Facilities Master Plan and Architectural firm's policies respecting the pass-through to the District of overhead costs.

The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives.

The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFPs, (iii) reject any and all submittals, and/or (iv) provide for mechanisms for Architectural firms to become Pre-Qualified to provide architectural services for the District. The District is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from firms not selected.

## 4. POLICIES APPLICABLE TO CONTRACT AWARDS

Acceptance by the District of any proposals submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for Architectural firms services. All work to be performed under any awarded contract must conform to the requirements of the District and, if applicable, the CDE and all other governmental agencies with jurisdiction.

## 5. QUESTIONS REGARDING RFP PROCESS

Please call or email Pam Smith at [psmith@ssusd.org](mailto:psmith@ssusd.org) if you have any questions. All questions must be submitted one (1) week prior to the Response Deadline.

**NOTE: Responders are cautioned to not contact members of the District's Board of Trustees or any District staff not listed in this document. Failure to observe this criteria will result in responder disqualification.**

Interested firms should submit four (4) hard copies and one (1) electronic copy on a CD or flash drive in PDF format of the Response by May 24, 2018 at 2:00 PM to:

Pam Smith, Asst. Superintendent of Business  
Sierra Sands Unified School District  
113 W. Felspar Ave.  
Ridgecrest, CA 93555  
Email: [psmith@ssusd.org](mailto:psmith@ssusd.org)  
Telephone: 760-499-1604

The District thanks you for your interest in providing services to the District and invites your Response hereto in accordance with the terms of this RFP.

## 6. PRELIMINARY SCHEDULE

All dates are preliminary and subject to revision.

Date	Description
June 15, 2018	RFP is released
June 26, 2018 @2:00 P.M.	Deadline for submission of questions
July 3, 2018 @2:00 P.M.	Deadline for all submissions in response to the RFP
July 10-12, 2018, 2018	Interviews
July 19, 2018	Board meeting to select Architectural Firm

## 11. BUSINESS ADMINISTRATION

### 11.2 Adoption of Resolution #34 1718 and Disclosure Regarding the Planned Use of Cash Provided by the Education Protection Account

---

**BACKGROUND INFORMATION:** The passage of Proposition 30 on November 7, 2012 added Article XIII, Section 36 to the Constitution of the State of California. The purpose of this provision provided funding for education with specific criteria for its use by the recipients which were limited to community college districts, county offices of education, school districts, and charter schools. It should be noted that no additional revenue will accrue to the district as a result of this provision. It should also be noted that the district is precluded from using these funds to pay for the salaries and/or benefits of administrators or any other administrative cost.

**CURRENT CONSIDERATIONS:** A further directive regarding the use of the cash made available to the district is that the planned use of this cash must be disclosed on its website and an accounting of the amount of cash received from the Education Protection Account and disposition regarding its use be given. In order to comply fully with this requirement and facilitate transparency, this board item speaks to the issue. Toward this end, it should be noted that the district expects to receive \$6,259,952.00 in state aid from the Education Protection Account. As displayed in attachment A, the dollars received in their entirety will reside in unrestricted resource 1400 object 8012 as directed and will be used to fund instructional salaries. None of the dollars received will be used for administrative salaries or other administration costs of any kind. The accompanying Resolution #34 1718 illustrates the intent of the board in this matter.

**FINANCIAL IMPLICATIONS:** The dollars to be received (\$6,259,952.00) do not represent any additional revenue to the district. It will be used exclusively to fund instructional salaries.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt Resolution #34 1718 and post the information displayed in attachment A on the district website.

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

**Education Protection Account**

**Resolution #34 1718**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE, IT IS HEREBY RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the **Sierra Sands Unified School District**;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the **Sierra Sands Unified School District** has determined to spend the monies received from the Education Protection Act as attached (Attachment A).

**DATED:** June 14, 2018.

---

Amy Castillo-Covert, Board President

---

Kurt Rockwell, Vice President/Clerk

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

---

CURRENT CONSIDERATIONS: “A” and “B” warrants released in May 2018 are submitted for approval. “A” warrants totaled \$2,915,716.28. “B” warrants totaled \$1,524,871.90.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for May 2018 as presented.

This list represents the "A" and "B" warrants released during the month of **May 2018**  
The "A" and "B" warrant registers are available in the business office for your review.

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

### **"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,971,079.67
End of month classified	\$643,824.56
10th of month certificated	\$176,689.12
10th of month classified	\$124,122.93
15th of month certificated	\$0.00
15th of month classified	\$0.00
<b>Total "A" Warrants</b>	<b>\$2,915,716.28</b>

### **"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 271	\$ 16,489.58
Batch 272	\$ 2,538.67
Batch 273	\$ 4,332.16
Batch 274	\$ 22,982.97
Batch 275	\$ 69,595.17
Batch 276	\$ 81,709.59
Batch 278	\$ 9,940.82
Batch 279	\$ 63,053.49
Batch 280	\$ 23,135.00
Batch 281	\$ 17,037.23
Batch 282	\$ 1,410.94
Batch 283	\$ 3,618.74
Batch 284	\$ 29,808.98
Batch 285	\$ 120,239.62
Batch 286	\$ 17,802.11
Batch 287	\$ 24,042.14
Batch 288	\$ 12,179.04
Batch 289	\$ 44,488.93
Batch 291	\$ 12,698.01
Batch 292	\$ 37,088.74
Batch 293	\$ 58,853.31
Batch 294	\$ 22,252.73
Batch 295	\$ 43,900.86
Batch 296	\$ 151,988.73
Batch 297	\$ 78,728.04
Batch 298	\$ 13,998.19
Batch 299	\$ 25,017.33
Batch 300	\$ 71,283.79
Batch 301	\$ 63,854.48
Batch 302	\$ 30,967.55
Batch 303	\$ 337,988.56
Batch 304	\$ 11,846.40
<b>Total "B" Warrants</b>	<b>\$ 1,524,871.90</b>



12. CONSENT CALENDAR

12.2 Approval of Recommendation for Expulsion, Expulsion Case #09 1718

---

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

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

Expulsion Case #09 1718: As stated in a stipulated expulsion agreement, student is expelled for a period of one year (May 9, 2018 through May 9, 2019), however suspending the spring semester of 2018-19 allowing the student to return to a SSUSD school in January of 2019 under a behavior contract.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #09 1718, as presented.

## 12. CONSENT CALENDAR

12.3 Approval of Preschool Self-Evaluation Annual Report for the 2017-18 School Year

BACKGROUND INFORMATION: The required 2017-18 Preschool Program Self Evaluation focuses on preschool educational content in order to inform teaching and program planning, as well as increase the educational benefits for our young preschool children. Educational goals for the program are based on the Desired Results Developmental Profile (DRDP) Summary of Findings data. The DRDP helps identify program strengths and areas needing improvement and assists staff in establishing program goals for the coming year.

CURRENT CONSIDERATIONS: The annual Sself-evaluation occurs over a six month time period. Staff looks for trends or patterns that identify overall strengths and areas needing improvement. Data is collected and analyzed and key findings from the developmental profiles are generated. Educational goals for the subsequent years are then created. The focus for the 2018-19 school year will be to continue strengthening the program by reviewing and following up on previous year action plans, ensuring that plans continue to be implemented and met.

FINANCIAL IMPLICATIONS: The Maximum Reimbursable Amount (MRA) is approximately \$539,627.00 for the 2018-19 school year.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve the Preschool Self-Evaluation Annual Report as presented.

## Program Self-Evaluation Process Fiscal Year 2017-18

**Contractor Legal Name: (Full Spelling of Legal Name only; no acronyms or site names)**  
Sierra Sands Unified School District

**Four-Digit Vendor Number:**  
7374

**Contract Type(s): (CSPP, CCTR, CHAN, CFCC, CMIG, CRRP, CAPP, C2AP, C3AP, CMAP)**

☒ CSPP ☐ CCTR ☐ CHAN ☐ CFCC ☐ CMIG ☐ CRRP ☐ CAPP ☐ C2AP ☐ C3AP ☐ CMAP

**Age Group(s):**

☐ Infant/Toddler ☒ Preschool ☐ School Age

**Program Director Name (as listed in the Child Development Management Information System):**  
Denise R Allen

**Program Director Phone Number:**  
760-499-1771

**Program Director E-mail:**  
dallen@ssusd.org

**Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.**

- ☐ Program Review Instrument FY 2017-18 – All Contract Types:  
<https://www.cde.ca.gov/ta/cr/documents/eesos1718.pdf>
- ☐ Desired Results Parent Survey – All Contract Types:  
<https://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc>
- ☐ Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types:  
<http://www.ersi.info/ecers.html>
- ☐ Desired Results Developmental Profile and DRDPtech Reports - Center-based/CFCC Contracts Types:  
<https://www.desiredresults.us/drdp-forms>

**Statement of Completion:** I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

**Name of Executive or Program Director as listed in the Child Development Management Information System:**  
Denise R Allen

**Signature of Executive or Program Director listed above:**

*Denise R Allen*  
**Phone Number:**  
760-499-1771

**Date:**

5/22/18

Scan and submit the signed PSE, all four (4) pages, together including additional pages, to [FY1718PSE@CDE.CA.GOV](mailto:FY1718PSE@CDE.CA.GOV) using the fiscal year and the contractor's legal name in the subject line (example: 17-18 XYZ School District).

## Summary of Program Self-Evaluation Fiscal Year 2017–18

Using a narrative format, summarize the staff and board member participation in the PSE process:  
**Answers are not limited to space provided. Attach additional sheets as necessary.**

Sierra Sands Unified School District State Preschool began the annual self-evaluation process from the beginning of the 17-18 school year. An all hands staff meeting was conducted to review the previous years PSE. This was done in order for all employees to have an awareness of the plan, the previous years action items, and the need to continue implementing ongoing action items.

The initial DRDP 2015's were completed within sixty days of the program start day, ranging from October 13, 2017 to November 14, 2017. The program staff utilized the DRDPtech and Learning Genie systems to input data, and the Program Director pulled the data and presented to the program staff on November 20, 2018. The DRDP Group Detail Report was reviewed to establish action plans. The Program Director facilitated a program wide meeting in which each site developed their DRDP Summary of Findings at the classroom level. Implementation and completion of the plans was monitored through regularly scheduled site supervisor meetings.

Parent-Teacher conferences were conducted in November 2017 and families were asked to complete the Parent Survey at the end of their scheduled conference times. The data was compiled and presented to each site's Parent Advisory Committee in January 2018 for review and assistance in completing the Parent Survey Summary of Findings. The implementation and completion of the plans were monitored through regularly scheduled Site Supervisor meetings.

### **Summary of staff and board member participation in the PSE process continued:**

The annual Early Childhood Education Rating Scale-Revised was completed in January 2018 by Child 360 (formally LAUp). The Program Director presented the results at individual sites, where an ECERS Summary of Findings was drafted. The implementation and completion of the plans were monitored through regularly scheduled Site Supervisor meetings.

The second set of DRDP 2015's was completed between March 22, 2018 and April 27, 2018. The program staff utilized Learning Genie to complete the ratings and submitted evidence through an electronic portfolio system that provides resources and support for the program staff. The completed information will be uploaded to the DRDPtech system at the end of May 2018.

The results of the DRDP Summary of Findings, the Parent Summary of Findings, the ECERS-R Summary of Findings, and the Program Review results were reviewed and compiled into one agency report by the Program Director on May 21, 2018.

The programs participate in QRIS. Inyokern State Preschool completed the process in December 2017, and received a five-star rating. Both Faller State Preschool and Pierce State Preschool completed the review process on May 11, 2018. Faller received a five-star rating, and Pierce received a 4-star rating.

The review process included active participation and involvement of the program staff, parents, and administration. Information was shared and progress documented during regularly scheduled Site Supervisor and Parent Advisory Committee Meetings. Documentation of the process is provided through corresponding meeting sign in sheets and meeting minutes. Evidence was collected to ensure implementation of all action items as means of accountability and documentation.

School Board members and the district administrative team have contact with all preschool sites during regular program visits, special program activities, and school site functions. The annual review process and progress of action plans are reviewed with the Coordinator of Special Projects for SSUSD during bi-weekly meetings. The annual self evaluation process and completed annual report will be presented to the SSUSD School Board on June 14, 2018.

1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas. **Answers are not limited to space provided. Attach additional sheets as necessary.**

#### Parent Summary of Findings

The annual parent survey process continues to indicate that not all families feel that they are provided with information related to community resources. 15% of the families indicated that they would like more information on where to find services in the community. It was decided in the 2016-2017 school year that parent surveys would be handed out in April rather than November, when parents had more time to become aware of the resources offered through the program. After the April survey in 2017 was conducted, the results proved to be the same, so the decision to continue distributing the Fall parent survey was made. The Program Director conducted a Parent Advisory Committee meeting in January of 2018 at each individual program site, where a plan was made to assist parents in finding resources.

- 1) Parents will have the option to have resources e-mailed to them at the time of registration.
- 2) Parents will be provided the list of available resources at the Fall conference. This list is provided to them at the time of registration already.

#### Early Childhood Environmental Rating Scale

Findings from the Child360 ECERS evaluation conducted in January 2018 found that Personal Care Routines continues to be an area that is a compliance issue. Although improvements have been made based on feedback and program changes instituted from the 2017 CMR review, progress is still needed in this area.

- 1) An ECERS hand washing video/training will be conducted in the summer of 2018.
- 2) A thicker, more absorbant paper towel will be researched for program use.
- 3) An outside ECERS reviewer will continue to be utilized to ensure quality feedback and accurate results.

2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards. **Answers are not limited to space provided. Attach additional sheets as necessary.**

#### Early Childhood Environmental Rating Scale

Child360 conducted an ECERS review at all three program sites. All sites had an impressive overall score. Inyokern State Preschool received a 5.52, Faller State Preschool received a 5.75, and Pierce State Preschool received a 5.28. We will continue to have an outside resource evaluate the programs on an annual basis to ensure standards are being met in this area.

#### CLASS

Part of the QRIS review was an evaluation on the CLASS tool. An anchor from Kern Early Stars evaluated each program through the CLASS lens. Inyokern State Preschool, and Faller State Preschool both received a 5 in this CLASS rating, and Pierce State Preschool received a 4. To ensure this program component continues to be met, our QRIS coach will conduct a training on the CLASS tool, specifically Concept Development, to ensure staff understand this area more thoroughly, and can apply it in the classroom.

## 12. CONSENT CALENDAR

12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of  
State Preschool Programs in 2018-19

---

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 and serve students at Pierce Elementary. An additional application in 2008-09 resulted in the creation of a state preschool at Faller Elementary. Sierra Sands has contracted with High Desert Leapin' Lizards, Inc. since 2005-06 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Preschool Children. High Desert Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required.

FINANCIAL IMPLICATIONS: Funding for the State Preschool is provided by the State of California through the CDE Child Development Services. The anticipated Maximum Reimbursable Amount for 2018-19 is \$539,627. A Preschool program budget for 2018-19 is included in your packet for review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. for operation of a State Preschool program at Faller, Inyokern, and Pierce school sites for the 2018-19 school year as presented.



## **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

### **AGREEMENT FOR PARTICIPATION IN DISTRICT'S CHILD DEVELOPMENT PROGRAMS**

This Agreement, effective July 1, 2018, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards Child Development Center, hereinafter the "PROVIDER."

#### **RECITALS**

A. The DISTRICT desires to continue a program which delivers quality 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 preschools located at Faller Elementary School, Inyokern Elementary School and 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 (10<sup>th</sup> 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 10<sup>th</sup> 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 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/ FBI 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 contendere 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 contendere to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, the PROVIDER shall make a request for subsequent arrest notification from DOJ/FBI 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 non-represented employees computed in accordance with State Department of Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant/ earned contract amount. The PROVIDER will be allocated an administrative fee of 70% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2018-19 contract award. Adjustments to the administration fee may be made up to three times per year in response to reductions to the contract by the state, under-earning of the contract due to low student enrollment, or additional preschool contracts amounts received by the DISTRICT.

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 coverage, 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, 2018 to and including June 30, 2019.
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. PROVIDER agrees that it will comply with all regulations and policies regarding the collection of Family Fees as outlined in Education Code (EC), Section 8239(e) and amended EC, sections 263(g) and (h). Records will be kept of all funds received and individual income determinations made in respect to such fees. Funds and backup documents will be delivered to the DISTRICT on at least a monthly basis and will be maintained in a secure manner by the PROVIDER. The PROVIDER shall be responsible for the security of the fees until provided to the DISTRICT and will be responsible for reimbursing the DISTRICT for any losses of family fee funds.
25. 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.
26. 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.
27. 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.”
28. 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

Ernest Bell

Name

Title      Superintendent:

Title  
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**

<b>Program</b>	<b>Sierra Sands Unified</b>	<b>State Preschool</b> Inyokern, Pierce, and Faller
Funding Amount	<u>\$539,627</u>	
Child Days of Enrollment-minimum	<u>11,936</u>	
Potential Enrollment	<u>112</u>	(24 X 5 sessions: Inyo AM, Pierce AM/PM, Faller AM/PM)
CDE Contract #	<u>CSPP-4124</u>	
CDE Project #	<u>15-737-00-4</u>	
Maximum Daily Rate	<u>\$45.21</u>	
Minimum Days of Operation	<u>180 days</u>	

## 12. CONSENT CALENDAR

- 12.5 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2018-19 School Year
- 

BACKGROUND INFORMATION: The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through ninth grade.

The ASES program must be aligned with the content but not be a repeat of the regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of an educational and literacy element that provides tutoring and/or homework assistance designed to help students meet state standards. In addition, an educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program.

All staff members who directly supervise pupils must meet the minimum qualifications equivalent to an instructional aide in the school district. The program must maintain a pupil-to-staff member ratio of no more than 20 to 1. A nutritious snack is provided daily to students participating in the program. ASES grantees are required to operate programs a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year.

CURRENT CONSIDERATIONS: ASES programs began at Faller, Inyokern, and Pierce Elementary Schools on March 19, 2007. The 2018-19 programs will provide services for up to 84 students at Faller, 59 students at Inyokern, and 72 students at Pierce. Per program requirements, SSUSD must serve as the fiscal agent for the program, and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. (HDLL) to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This agreement will cover necessary expenses from July 1, 2018 through June 30, 2019. The advance fee continues to be \$24,000 as it was during the last three years. Advance fees are paid back to the district by deducting one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

FINANCIAL IMPLICATIONS: The After School Education and Safety Program funding is anticipated to be in the amount of \$355,920.00 for the 2018-19 school year. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the three after school programs and one before school program. The 2018-19 ASES program budget is provided in your packet for your review.

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 three after school programs and one before school program at Faller, Inyokern, and Pierce school sites for the 2018-19 school year as presented.

**EXHIBIT B- ASES Budget 2018-2019**

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	84	59	72	215
18-19 Anticipated Award Amounts	\$ 123,832.80	\$ 86,977.80	\$ 106,142.40	\$ 316,953.00
Allowable Administrative Fee 15%				\$ 47,542.95
Contract Minus Sub Agreement				\$ 86,216.95
Maximum Indirect Cost: 4.84% for 18-19				\$ 3,980.26
Advertising (Part of Admin)				\$ 1,000.00
Remaining Admin Costs				\$ 42,562.00
SSUSD Admin Amt				\$ 12,768.00
HDLL Admin Amt				\$ 29,793.00
Direct Services to Students= 85%				\$ 269,410.05

Before School Prog.- Run by district
\$ 40,128
\$ 5,274.00
\$ 27,468.00
\$ 1,852.54
\$ 5,749.33

Total

\$ 357,081.20

Add from SSUSD Admin

Personnel (18-19 PC)

BSP IDC

Supplies

SSUSD Admin
\$ 12,768.00
\$ 7,494.00
\$ 5,274.00

Personnel (18-19 PC)

Add back to other parts of program

Direct Services to Students			
Budget Object	Description	Resp. Party	Budget
1000/3000	Teacher Salaries/ benefits	SSUSD	\$ -
4300/4400	Supplies/ Equipment	SSUSD	\$ 4,500.00
5710	Direct Services (Printshop, ERC, etc)	SSUSD	\$ 150.00
5800	Student food services/SSUSD Fd svc	SSUSD	\$ 150.00
5800	Staff Services (SPARK)	SSUSD	\$ 3,074.00
4300	Supplies	HDLL	\$ 4,500.00
5100	Sub agreement-Salaries/benefits	HDLL	\$ 230,736.05
5200	Travel	HDLL	\$ 500.00
5800	1st \$25,000 of sub agreement	HDLL	\$ 25,000.00
5800	Staff Services- training, fingerprinting	HDLL	\$ 800.00
			\$ 269,410.05



## **SIERRA SANDS UNIFIED SCHOOL DISTRICT**

### **AGREEMENT FOR PARTICIPATION IN DISTRICT'S AFTER SCHOOL EDUCATION & SAFETY (ASES) PROGRAMS**

This Agreement, effective July 1, 2018, 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 establish a program by which after school services are provided to eligible children and families pursuant to the After School Safety & Education Act, amended California Education Code Section 8482-8484.6., 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 non-profit 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 after school education and safety services (ASES) which are the subject of this Agreement, hereinafter referred to as the "PROGRAM, are delivered in conjunction with the creation and operation of the After School programs located at Faller Elementary School, Inyokern Elementary School, and 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 (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding (<http://www.cde.ca.gov/ls/ba/as/> and Exhibit A);

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 8482-8484.6. 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, After School Education and Safety Department. Finally, the PROVIDER will comply with the policies of the

DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. The PROVIDER will support the applicant activities in Exhibit A.

All after school 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. In providing the agreed to after school activities, the PROVIDER agrees to not exceed its authorized budget. EXHIBIT B

3. 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 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 program requirements.

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 after school days of operation – Due May 15 for approval.
  - C. Financial reports – Private provider's invoice reports bimonthly; public provider's reports due quarterly (10<sup>th</sup> 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 10<sup>th</sup> of each month for entry into ASSIST
  - F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
  - G. Final financial report – due July 10.
  - H. Evaluation Annual Report– assist DISTRICT with completion by September 15 annually.
  - I. Copy of Independent audit – due December 31 annually.
4. The PROVIDER and the DISTRICT shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

5. 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 fees, or to seek such other remedies as may be legally available.
6. Subject to receipt of funds from the CDE After School Education and Safety Office, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures subject to the budget outlined in Exhibit B. The PROVIDER shall maintain such records and accounts including property, personnel, student attendance (including signatures and computerized records), and financial records as are deemed necessary by DISTRICT and the CDE After School Education and Safety Office, 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 After School Education and Safety Office.
7. 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 CDE After School Education and Safety Office 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 CDE After School Education and Safety Office 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 CDE After School Education and Safety Office direction. If the PROVIDER is unable or unwilling to comply with such additional conditions as may be lawfully applied by the CDE After School Education and Safety Office 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 CDE After School Education and Safety Office 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 the DISTRICT or PROVIDER 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.

8. PROVIDER shall require each applicant for employment, and any subcontractor or volunteer, 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 contendere 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 contendere to charges of any sex offense as defined in California Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to California Education Code Section 44237. Additionally, 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 30 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.

9. PROVIDER agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. All transactions into and out of the ASES bank account shall be clearly indicated through detailed ledger entries. 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 indicated in item 13, 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.
10. The PROVIDER's approved budget (Exhibit B) 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 expenditure 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 CDE After School Education and Safety Office. 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 CDE After School Education and Safety Office. 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.

11. 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 fifth and tenth working day of the next following month, in accordance with the provisions of paragraph 4 hereof.
12. 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."

13. 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 insureds 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.

14. The term of this agreement shall be from July 1, 2018 to and including June 30, 2019.
15. 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 \$24,000 as an advance fee. 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 \$2,400/month (September through June). The PROVIDER will report all interest and parent fees earned if applicable.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant amount. The PROVIDER will be allocated an administrative fee of 70% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2018-19 contract award.

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

17. 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.
18. 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.

19. 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.
20. 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.
21. 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.”

- 22. 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.
- 23. PROVIDER agrees to support the policies and procedures of the district including behavioral expectations and school rules.

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

DISTRICT:

PROVIDER:

\_\_\_\_\_  
BY:  
  
Ernest Bell  
Superintendent  
Date\_\_\_\_\_

\_\_\_\_\_  
BY:  
TAX ID Number\_\_\_\_\_  
  
Date \_\_\_\_\_

## EXHIBIT A

Program requirements and regulations may be found at:

<http://www.cde.ca.gov/ls/ba/as/>

Compliance Program Monitoring Instruments related to ASES are located at:

<http://www.cde.ca.gov/ta/cr/documents/basp201112d.pdf>

Please refer to these two locations for current regulations affecting this agreement

12. CONSENT CALENDAR

12.6 Approval of Recommendation for Expulsion, Expulsion Case #10 1718

---

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

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

Expulsion Case #10 1718: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2017-18 spring semester and the 2018-19 fall semester. The student may apply for readmission to Burroughs High School in the spring of 2019.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #10 1718, as presented.

12. CONSENT CALENDAR

12.7 Approval of Interdistrict Attendance Agreement (Fortune)

---

BACKGROUND INFORMATION: Board approval is required in order for students to attend a school district other than the district in which the students reside.

CURRENT CONSIDERATIONS: A request has been received from the parents of TK student Corbin Fortune for approval of an interdistrict attendance agreement in order that the student may attend the Sierra Sands Unified School District for the 2018-19 school year. The family lives in Pearsonville.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the interdistrict attendance agreement for TK student Corbin Fortune who resides in Pearsonville, to attend the Sierra Sands Unified School District for the 2018-19 school year as presented.