

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**OCTOBER 18, 2018
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Veronica Vander Werf, Student Member

Ernie Bell, 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 meeting of October 11, 2018, the special meeting of September 19, 2018, and the special and regular meetings of September 13, 2018.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing on Resolution #7 1819, Approval to Increase Statutory School Fees and Adoption of the District School Fee Justification Study

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
- Kern Pledge

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 Appointment of Industry/Business Members to Career Technical Advisory Committee
- 6.2 Report to the Board: After School Education and Safety (ASES) Kids Code Grant Pilot Program (Kids Code Program)
- 6.3 Report on California School Dashboard Local Indicators
- 6.4 Approval of K-5th Services Agreement between Math Solutions/Houghton Mifflin Harcourt and Sierra Sands Unified School District
- 6.5 Ratification of Contract with VocoVision
- 6.6 Approval of Contract with Heather K. Thomason for Physical Therapy Services
- 6.7 Approval of Contract #02 1819 with Provo Canyon School for Provision of Educational Services, Room and Board, and Related Mental Health Services for September 24, 2018 through June 30, 2019

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of Revisions to Board Policy/Administrative Regulation 3514, Environmental Safety

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 Presentation of Initial Sunshine Contract Proposal for 2019-20 from the Desert Area Teachers Association to the Board of Education

8.4 Presentation of Initial Sunshine Contract Proposal for 2019-20 from the Desert Area Guidance Association to the Board of Education

8.5 Presentation of Initial Sunshine Contract Proposal for 2019-20 from Chapter 188 of the California School Employees Association to the Board of Education

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

8.7 Resignation of the Sierra Sands Unified School District Superintendent of Schools

9. GENERAL ADMINISTRATION

9.1 Gifts to District

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 29, 2018 of the Kern County School Boards Association

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

10.2 Approval to Enter Into a Purchase Order with Hi Desert Construction to Provide Construction of Exterior Modesty Walls at Girls and Boys Locker Rooms at the New Murray Middle School

10.3 Approval to Enter Into a Purchase Order with Griffin Excavation & Paving for Providing a New PVC SDR Sewer Lateral, 4-inch x 110-lf between the Administration Building and an Existing Sewer Main at Burroughs High School

10.4 Approval to Enter Into a Purchase Order with the Department of Toxic Substance Control (DTSC) for the Inspection and Monitoring of the Burial Cell Site at the New Murray Middle School

10.5 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to USS Cal Builders, Inc. to Provide Construction Services for the Electrical and Special Systems Bid Package in the Amount of \$5,788,000.00, which was Amended by Change Orders 1 through 42, Amounting to \$885,764.32 for a Total Final Contract Amount of \$6,673,764.32

10.6 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 116826, Awarded to USS Cal Builders, Inc. to Provide Construction Services for the Phase 2 - Electrical and Special Systems Bid Package in the Amount of \$718,000.00, which was Amended by Change Orders 1 through 7, Amounting to \$242,437.25 for a Total Final Contract Amount of \$960,437.25

- 10.7 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 116826 and New Murray Middle School – DSA Application Number 116198 as Awarded to Hi Desert Construction to Provide Construction Services for the Soil Stabilization Bid Package in the Amount of \$245,877.00, which was not Amended by Change Orders, for a Total Final Contract Amount of \$245,877.00
- 10.8 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to Hi Desert Construction to Provide Construction Services for the General Facilities Bid Package in the Amount of \$1,162,187.00, which was Amended By Change Orders 1 through 21, Amounting to \$363,763.51 for a Total Final Contract Amount of \$1,525,950.51
- 10.9 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 116826, Awarded to Hi Desert Construction to Provide Construction Services for the Wood Shop Bid Package in the Amount of \$144,805.00, which was not Amended by Change Orders, for a Total Final Contract Amount of \$144,805.00

11. BUSINESS ADMINISTRATION

- 11.1 Approval of 2018 School Fee Justification Study and Adoption of Resolution #7 1819 to Increase Statutory School Fees (Developer Fees)

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Approval of Recommendation for Expulsion, Expulsion Case #1 1819
- 12.3 Approval of Recommendation for Expulsion, Expulsion Case #2 1819

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be November 15, 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.

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: October 11, 2018
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: District Office Conference Room
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. EDUCATIONAL ADMINISTRATION

2.1 Ridgecrest Charter School: Determination of Renewal Charter Petition

President Castillo-Covert opened a public comment period at 6:39 p.m. Twelve members of the public spoke during that time and public comment was closed at 7:10 p.m.

Motion passed to deny the Ridgecrest Charter School petition renewal and adopt the district staff report as the written finding. SCOTT/ROCKWELL

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

7. ADJOURNMENT was at 7:35 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: September 19, 2018

TIME OF MEETING: 6:15 p.m.

PLACE OF MEETING: District Office Conference Room

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson – telephonically from 22211 Three Notch Rd.,
Lexington Park, MD, Rockwell – telephonically from 155 Holiday Dr., Solomons, MD, Scott

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

2.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

The board met with legal counsel. No action was taken.

3. ADJOURNMENT at 7:35 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: September 13, 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: David Ostash, Assistant Superintendent of Human Resources
MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

9. GENERAL ADMINISTRATION

9.3 Board Consideration for Drafting a Letter to Governor Brown Regarding the Potential Impact of SB 328, Pupil Attendance: School Start Time, on Sierra Sands Unified School District

After board discussion, motion was made to approve drafting and sending a letter to Governor Brown as presented. FARRIS/JOHNSON

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 Regular Meeting of the Board of Education

DATE OF MEETING: September 13, 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: David Ostash, Assistant Superintendent of Human Resources

PLEDGE OF ALLEGIANCE was recited in unison, led by student board member Veronica Vander Werf.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 9.3 on the Concurrent Agenda being heard following Item 9.2 on the regular agenda and hearing the Inyo-Kern Schools Financing Authority agenda after Item 11.2 on the regular agenda.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of August 16, 2018 and the special meeting of August 14, 2018 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

- Restorative Practices: Assistant Superintendent of Curriculum & Instruction Michelle Savko and Coordinator of State and Federal Programs Lisa Decker reported how the Restorative Practices model is connected to district needs. One of the greatest needs identified in the district LCAP was suspension rates. A systematic alternative to suspension is being developed to address this issue.

4. PUBLIC HEARING

4.1 Public Hearing and Adoption of Resolution #1 1819, Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils are Provided with Standards-Aligned Textbooks and Instructional Materials

Motion passed to adopt Resolution #1 1819 as presented. No comments were heard during the public hearing. SCOTT/JOHNSON

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

4.2 Ridgecrest Charter School: A Charter School Renewal Proposal

A public hearing was held regarding the level of support by school employees, parents, and community for the provisions of the charter renewal petition submitted to the district by the Ridgecrest Charter School.

Ridgecrest Charter School Executive Director Steve Martinez, Assistant Director Miriam Hogg, RSP Administrator Karen Greenhaw, and Board President Eric Bruen presented a history of Ridgecrest Charter School (RCS) and described learning opportunities, a list of programs and student achievements, a description of the facilities, and gave examples of current community partnerships with RCS.

Ms. Castillo-Covert opened the public hearing at 7:21 p.m.

Josh Cotterell, RCS IT Manager, read a letter from a student outlining their positive experience while attending RCS.

Angie Drefs, RCS Business Manager, and Brian Drefs commented on how well the smaller class sizes fit their family.

Claudia Goins, RCS RSP Paraprofessional, read a parent letter in favor of the charter renewal.

Karen Greenhaw, RCS RSP Administrator, feels a charter renewal would unite the community.

Stacy Park, RCS attorney handling charter school issues, read criteria regarding charter petition denial and gave the opinion that, after review of the petition, there is no criteria for denial of such.

Miriam Hogg, RCS Assistant Director, spoke to the strengthening benefits of a partnership with Sierra Sands.

Deana Lukens, RCS School Board Member, described her daughter's positive experience while attending RCS.

Hearing no further comments, President Castillo-Covert closed the public hearing at 7:44 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

James Monroe Middle School: Progress reports are being sent home this week and parents have the opportunity to sign up for the Parent Portal to access student grades and attendance. Extracurricular activities are in full swing. Monroe staff is working on Grade Level Groups to establish common expectations and explore ways to support students academically, behaviorally, and emotionally. They have also introduced a new Facebook page.

Murray Middle School: Several Welcome to Murray and Spirit Days have been held and the PTO is kicking off the fall fundraiser. Cross County, volleyball, Math Club, and study hall have begun.

Mesquite High School: The ASB held a Back to School Barbeque for the student body with food and games. They also held a barbeque for parents and district personnel at Back to School Night. The students have again begun volunteering at the St. Michael's food bank. Juniors and Seniors are looking forward to Career Day at Cerro Coso Community College next week. There has already been 2 graduates this year.

Burroughs High School: Students attended an assembly given by Principal Auld that emphasized pride, integrity, and tradition. Students were encouraged to do their best to make a positive impact this year. The choir and orchestra performed at Back to School Night. The school newspaper released their first issue of the year. Spirit Days, Club Day, and fall sports are some of the activities taking place.

5.2 Reports from Members of the Board

Board president Amy Castillo-Covert reported on the Ridgecrest Regional Hospital Mobile Health Unit ribbon cutting ceremony and the healthcare opportunity it will provide for students, parents, and the community. Ms. Castillo-Covert will travel to Washington, D.C. next week to attend the annual winter NAFIS conference.

5.3 Superintendent's Report

In Superintendent Bell's absence, Assistant Superintendent of Human Resources David Ostash reported that student enrollment is up by 62 students over this time last year. The first Superintendent's Council was held today which was a productive time for parent representatives from each site to meet and share input and information with district personnel.

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

Eileen Poole, Vice President of the Desert Area Teachers Association, reported that Sierra Sands teachers are looking forward to teaching this year and are ready to work with stakeholders on the LCAP.

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

No report was given.

5.6 Communications from the public

No comments were made during the public comment period.

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 2210, Administrative Discretion Regarding Board Policy

Motion was made to approve the revisions as presented. JOHNSON/SCOTT

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

7.2 Approval of Revisions to Board Policy 6144, Controversial Issues

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

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

7.3 Approval of Revisions to Board Policy/Administrative Regulation 4158, 4258, and 4358, Employee Security

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

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

7.4 First Read of Board Policy 3515.21, Unmanned Aircraft Systems (Drones)

This was the first read of Board Policy 3515.21, Unmanned Aircraft Systems (Drones). No action was taken.

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. JOHNSON/SCOTT

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

8.3 Adoption of Resolution #3 1819, Week of the School Administrator

Motion was made to adopt the resolution as presented. JOHNSON/ROCKWELL

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

8.4 Approval of Resolutions #4 1819, #5 1819, and #6 1819, Teachers Teaching Out of Their Major/Minor Field or Area

Motion was made to adopt the resolutions as presented. SCOTT/JOHNSON

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

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

Motion passed to approve the waiver request as presented. JOHNSON/ROCKWELL

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

9. GENERAL ADMINISTRATION

9.1 Gifts to District

Motion passed to accept the following gifts: Michele Bruce donated miscellaneous office supplies with an estimated cash value of \$250 to be used by James Monroe Middle School.
ROCKWELL/SCOTT

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

9.2 Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic to the California School Boards Association (CSBA) Board of Directors

No nominations were made for these positions.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

Ms. Pamela Smith, 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 at Burroughs is complete with the exception of the fire suppression system in the paint booth. Close out documents are near completion.

Murray Middle School: Installation of the new gas system in the science labs is underway with an estimated completion date in October 2018.

Demolition of select areas of the old Murray Middle School campus will begin next week with completion estimated to be in November 2018.

10.2 Approval to Enter into a Contract with Evenflo Raingutters and Patio Covers to Provide Gutters and Downspouts, including Building Flashing/Counter Flashing, as a Part of the New Murray Middle School Project

Motion passed to approve entrance into the contract as presented. JOHNSON/SCOTT

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

11. BUSINESS ADMINISTRATION

11.1 Acceptance of the 2017-18 Unaudited Actuals

Motion passed to accept the 2017-18 Unaudited Actuals as presented. SCOTT/JOHNSON

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

11.2 Adoption of Resolution #2 1819 Approving the 2018-19 Estimated Gann Limit Calculations for Sierra Sands Unified School District

Motion passed to adopt the resolution as presented. SCOTT/JOHNSON

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

President Castillo-Covert temporarily adjourned the Sierra Sands Unified School District board meeting at 8:50 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority. The Sierra Sands Unified School District Board of Education meeting was reopened at 8:52 p.m.

12. CONSENT CALENDAR

12.1 “A” & “B” Warrants

12.2 Request Authorization to Extend the Existing Contract with Flowers Bakery, Inc. for the Purchase of Bread Products for the 2018-19 School Year

12.3 Approval of Agreement with Dannis Woliver Kelley

12.4 Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services Associated with Developer Fees, Modernization, and New Construction

12.5 Approval of University Intern Agreement with Point Loma University

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

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:53 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

4. EDUCATIONAL ADMINISTRATION

4.1 Public Hearing on Resolution #7 1819, Approval to Increase Statutory School Fees and Adoption of the District School Fee Justification Study

BACKGROUND INFORMATION: Government Code Section 65995 and Education Code Section 17620 establish a maximum statutory fee that may be charged against development projects within the school district and authorizes the amount to be biennially adjusted for inflation as set forth in the statewide cost index for Class B construction as determined by the State Allocation Board (SAB) at its January meeting in even numbered years.

CURRENT CONSIDERATIONS: In order for a school district to assess an increase in Level 1 Statutory School Fees (Developer Fees) it must prepare and adopt a facilities fee justification study, commonly known as a “School Fee Justification Study”. The board must then conduct a properly noticed public hearing at a regularly scheduled meeting for public comment to be received in regard to the scheduled agenda item which recommends an increase in Level I Statutory School Fees (Developer Fees) to \$3.79 per square foot for residential development and \$0.61 per square foot for all categories of commercial/industrial development, except for properties that are classified as shopping centers, industrial parks/warehousing, rental self-storage, and hospitality (lodging) properties. The maximum applicable Statutory School Fees that may be levied per square foot of those categories of commercial industrial development are: \$0.46 per square foot for shopping centers; \$0.31 per square foot for industrial parks/warehousing; \$0.01 per square foot for rental self-storage properties; and \$0.26 per square foot for hospital/lodging. The School Fee Justification Study and associated resolution can be found attached to Item 11.1 of the current board packet.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board conduct a public hearing on the proposed adoption of the District School Fee Justification Study and proposed increase of Statutory School Fees.

Sierra Sands Unified School District

Month 1 Enrollment 2018-2019

SCHOOL	2018-19 YTD%	2017-18 YTD%	K	1	2	3	4	5	6	7	8	9-12	SDC	2018-19 TOTAL	2017-18 TOTAL	CHANGE
FALLER	97.2%	96.7%	84	86	93	71	84	67					5	490	454	36
GATEWAY	95.8%	95.8%	69	65	61	81	59	64						399	395	4
INYOKERN	95.4%	95.8%	28	27	32	31	30	39						187	206	-19
LAS FLORES	96.6%	96.5%	84	74	78	75	83	80						474	484	-10
PIERCE	96.0%	96.9%	80	59	49	59	73	50					21	391	355	36
RICHMOND ANNEX	93.2%	92.9%											98	98	103	-5
RICHMOND	97.1%	95.9%	59	61	56	56	60	54						346	384	-38
TOTAL K -5	96.3%	96.1%	404	372	369	373	389	354					124	2385	2381	4
MONROE	95.8%	95.5%							161	145	141		39	486	482	4
MURRAY	96.7%	96.3%							209	212	215		24	660	671	-11
TOTAL 6 -8	96.3%	95.9%							370	357	356		63	1146	1153	-7
BURROUGHS	96.0%	96.3%										1462	75	1537	1456	81
MESQUITE	96.5%	84.5%										46		46	74	-28
TOTAL 9 - 12												1508	75	1583	1530	53
18-19 TOTAL	96.2%		404	372	369	373	389	354	370	357	356	1508	262	5114	---	---
17-18 TOTAL		96.2%	419	381	380	373	348	357	362	339	374	1458	272		5064	---
CHANGE		0.01%	-15	-9	-11	0	41	-3	8	18	-18	50	-10	---	---	50

Elementary K - 5

Regular	2018-19	2017-18
K	404	419
1 - 3	1114	1134
4 - 5	743	705
Special Education		
SDC	124	123
RSP	96	85

Middle 6-8

Regular	1083	1075
Special Education		
SDC	63	78
RSP	83	81

High School 9 - 12

Regular	1462	1388
Continuation	46	74
Special Education		
SDC	75	68
RSP	126	114

Adult 65 105

6. EDUCATIONAL ADMINISTRATION

6.1 Appointment of Industry/ Business Members to Career Technical Advisory Committee

BACKGROUND INFORMATION: California Education Code 8070 requires that the governing board of each school district participating in a career technical education program (Carl Perkins) shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers.

CURRENT CONSIDERATIONS: The Career Technical Advisory Committee is composed of one or more representatives of the general public who are knowledgeable about the various pathways the district offers.

Activities of the Career Technical Advisory Committee may include, but are not limited to:

- Review curriculum and facilities
- Sponsor mentoring activities
- Identify equipment needs
- Sponsor guest speakers
- Conduct surveys
- Plan/conduct field trips or on-site visits
- Plan/conduct in-service for instructors
- Identify new advances in the industry
- Assist in identifying all aspects of an industry
- Provide work-based learning sites
- Provide placement of career technical education program completers
- Initiate and maintain an effective public relations program

The following business/community representatives have volunteered for, and are recommended for appointment to the Sierra Sands Unified School District Career Technical Advisory Committee:

- Sarah Dastrup-School Liaison Officer-NAWS China Lake
- Karl Ettling-Boeing Field Rep.-Boeing Company China Lake
- Ray Hocker-Video and Photography Group-NAWC-WD
- Patrice Johnson-Owner-Mystique Catering
- Maura Murabito-Dean of Instruction CTE-Cerro Coso Community College
- Bettye Moody- “Expanding Your Horizons” Committee Member-NAWC-WD
- Mike Petersen-NAWC-WD
- Ron Pruitt-Supervisor-NAWC-WD
- Jenny Rodriguez-America’s Job Center-Kern County

- Tony Small-Supervisory Program Manager-NAWC-WD
- Diana Taylor-Environmental Health and Safety Specialist-Boeing Company China Lake
- Alan VanNevel-Research Physicist-NAWC-WD
- Angel Zamarron-STEM Outreach/Student Employment-NAWC-WD

In addition, the committee consists of Sierra Sands Unified teaching staff, counselors, and administrators.

FINANCIAL IMPLICATIONS: Incidental costs for this advisory committee are considered a reasonable expense through Carl Perkins IV funds and are anticipated to be less than \$200. Carl Perkins IV allocation is \$58,819 in 2018-19.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board appoint the individuals named above to the Sierra Sands Unified School District Career Technical Advisory Committee for the 2018-19 school year.

6. EDUCATIONAL ADMINISTRATION

6.2 Report to the Board: After School Education and Safety (ASES) Kids Code Grant Pilot Program (Kids Code Program)

BACKGROUND INFORMATION: The purpose of the After School Education and Safety (ASES) Kids Code Grant Pilot Program (Kids Code Program) is to expand access to coding for students participating in existing ASES programs. The Expanded Learning Division (EXLD) of the California Department of Education (CDE) will provide one-time grant funds to eligible ASES programs that focus on computer coding as part of their after school program curriculum.

CURRENT CONSIDERATIONS: A Kids Code Program application for Faller, Inyokern, and Pierce Elementary has been prepared and will be submitted to the California Department of Education. The total amount available is \$15 million in fiscal year 2018-19 and continuing through fiscal year 2020-21. Region 8 has 254 current ASES sites and will be eligible for 6.01 percent of the funding which is \$902,202. There is a potential for 11-18 sites to be chosen. The grants will be awarded within each region to ASES sites based on the highest Free and Reduced Price Meal (FRPM) data.

FINANCIAL IMPLICATIONS: The Sierra Sands USD applications are requesting \$50,000 over three years to be used at Faller, Inyokern, and Pierce ASES programs for a total of \$150,000.

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

6. EDUCATIONAL ADMINISTRATION

6.3 Report on California School Dashboard Local Indicators

BACKGROUND INFORMATION: Based on the 2013 Local Control Funding Formula (LCFF), California's new accountability system is comprised of multiple measures. The measures are used to determine Local Education Agency (LEA) and school progress toward meeting the needs of their students. The California School Dashboard is an integral component of the accountability and continuous improvement system. It reports performance and progress on both state and local indicators. The six state indicators are comprised of High School Graduation Rate, Academic Performance, Suspension Rate, English Learner Progress, Preparation for College/Career, and Chronic Absenteeism. Five local indicators include Basic Conditions (State Priority 1), Implementation of State Academic Standards (State Priority 2), Parent Engagement (State Priority 3), School Climate (State Priority 6), and Course Access (State Priority 7). This fall is the first inclusion of Course Access within the scope of local indicators.

Districts receive one of three performance levels on the five local indicators based on whether they have collected and reported local indicator data: Met, Not Met, or Not Met for Two or More Years. Local indicators are "Met" when the district:

1. Measures its progress using locally available data,
2. Reports the results to the LEA's local governing board at a regularly scheduled public meeting of the local governing board, and
3. Uploads and publicly reports the results through the Dashboard.

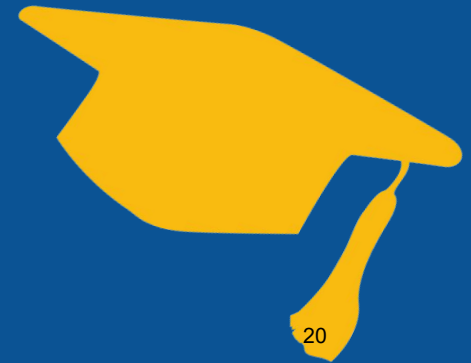
CURRENT CONSIDERATIONS: Sierra Sands Unified School District has "met" the standard for each of the five local indicators. Local indicator data and narrative summaries will be uploaded for the fall 2018 Dashboard release by the due date, November 16, 2018.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This presentation is for informational and reporting purposes only and does not require board action.

California Dashboard: Local Indicators Report

Sierra Sands USD
Board Meeting
October 18, 2018



California Dashboard Accountability Model

California's new accountability and continuous improvement model is founded on performance and progress made towards the 8 State Priorities. The California School Dashboard is an online tool that shows how districts and schools are performing on both the state and local indicators.



<https://www.caschooldashboard.org/#/Home>

Dashboard Metrics: State & Local

Priority Area	State Indicator	Local Indicator
Basic Services or Basic Conditions at schools (Priority 1)	Not Applicable (NA)	Basic Conditions at School
Implementation of State Academic Standards (Priority 2)	NA	Implementation of State Academic Standards
Parental Engagement (Priority 3)	NA	Parent Engagement
Student Achievement (Priority 4)	Academic Indicator English Learner Indicator	NA
Student Engagement (Priority 5)	Chronic Absence Indicator Graduation Rate Indicator	NA
School Climate (Priority 6)	Suspension Rate Indicator	Local Climate Survey
Access to a Broad Course of Study (Priority 7)	College/Career Indicator	Access to a Broad Course of Study
Outcomes in a Broad Course of Study (Priority 8)	College/Career Indicator	NA

CA School Dashboard

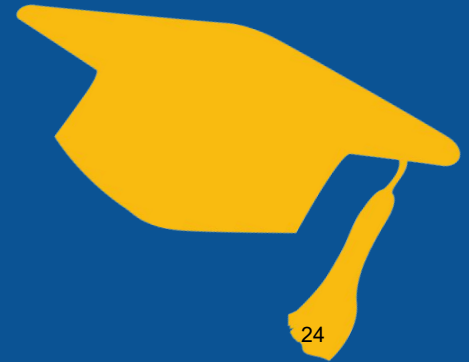
- ▶ Measures performance on State Priorities in 10 areas
- ▶ 6 state indicators*
- ▶ 5 local indicators*

Local Indicator Criteria

District performance is reported based on meeting the standard as:

- ☐ Met
- ☐ Not Met
- ☐ Not Met for Two or More Years

Sierra Sands USD 2018 Local Indicators



Priority 1: Basic Conditions - MET

Data is based on 2016-17 School Accountability Report Card:

- **Teacher Mis-assignments**

Number/percentage of mis-assignments of teachers of English Learners: 0

Total teacher mis- assignments: 0

Vacant teacher positions: 2

- **Instructional Materials**

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0

- **Facilities**

Number of identified instances where facilities did not meet the “good repair” standard: 2

Priority 2: Implementation of Academic Standards - MET

Section 1: Progress in Providing Professional Learning

Content Area CCSS	1	2	3	4	5
ELA					X
ELD					X
Math					X
NGSS (Science)			X		
History/Social Science		X			

Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks.

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation & Sustainability

Priority 2: Implementation of Academic Standards - Cont.

Section 2: Progress in Instructional Materials

Content Area CCSS	1	2	3	4	5
ELA					X
ELD					X
Math					X
NGSS (Science)			X		
History/ Social Science	X				

Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):
1 – Exploration and Research Phase
2 – Beginning Development
3 – Initial Implementation
4 – Full Implementation
5 – Full Implementation & Sustainability

Priority 2: Implementation of Academic Standards - Cont.

Section 3: Identifying Areas of Improvement

Content Area CCSS	1	2	3	4	5
ELA					X
ELD					X
Math					X
NGSS (Science)			X		
History/ Social Science	X				

Rate progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks (e.g., collaborative time, classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

1 – Exploration and Research Phase 5 – Full Implementation & Sustainability

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation

Priority 2: Implementation of Academic Standards - Cont.

Section 4: Implementing Standards

Content Area	1	2	3	4	5
Career Tech. Education			X		
Health					X
Physical Education				X	
Visual & Performing Arts					X
World Language					X

Rate progress implementing the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):
1 – Exploration and Research Phase
2 – Beginning Development
3 – Initial Implementation
4 – Full Implementation
5 – Full Implementation & Sustainability

Priority 2: Implementation of Academic Standards - Cont.

Section 5: Support for Teachers & Administrators

Rate success at engaging in the following activities with teachers and school administrators:

Content Area in 2016-17	1	2	3	4	5
Identifying the professional learning needs of groups of teachers					X
Identifying the professional learning needs of individual teachers				X	
Providing support for teachers on the standards they have not yet mastered			X		

Rating Scale (lowest to highest):

1 – Exploration and Research Phase

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation 5 – Full Implementation & Sustainability

Priority 3: Parent Engagement - Met

➤ Seeking Input in School/District Decision Making

SSUSD continues to provide meaningful opportunities for parent/guardian input in school and district decision making. The local metric is the measure of parent/guardian participation in board/district/school meetings, committees, and councils. In 2017-18, the district provided the following opportunities:

- Local Governing Board Meetings
- Parent Advisory Committee (PAC)
- LCAP Stakeholder/Community Forums
- Career Technical Education Advisory Committee (CTEAC)
- District English Learner Advisory Committee (DELAC)
- Superintendent's Council
- School Site Councils
- Site English Learner Advisory Committee (ELAC)

Priority 3: Parent Engagement - Met

➤ Promoting Participation in Programs

SSUSD continues to provide access to interpretation and translation services to allow parents/guardians to participate fully in educational programs and individual meetings with school staff related to their child's education.

- **Local Metric Selected:** Measure of school site access to interpretation and translation services to support parent participation in district programs.
- **Why the metric was chosen:** Interpretation and translation services support increased parent/guardian participation in the district's educational programs.
- Sustained access to interpretation and translation services supports the other LCAP priorities noted in the 2017-2020 plan. (New Goal 3: Grow family and community partnerships that benefit students.)

Priority 6: School Climate - Met

California Healthy Kids Survey (CHKS) Fall 2017 Results Summary

School Connectedness/Perceived Safety	5th	7th	9th	11th	11th*
Do you feel close to people at school?	88%	67%	59%	58%	22%
Are you happy to be at this school?	95%	56%	55%	48%	59%
Do you feel like you are part of this school?	89%	55%	49%	47%	60%
Do teachers treat students fairly at school?	98%	52%	59%	50%	63%
Do you feel safe at school?	94%	63%	65%	59%	39%
How safe do you feel when you're at school?	N/A	58%	60%	52%	59%
Data represents total % of "Very Safe/Safe"					

Sample Sizes:

5th-46% (170/367)

7th-92% (308/336)

9th-84% (330/392)

11th-92% (307/333)

11th*-93% (27/29)

*Mesquite H.S.

5th Grade Percentage = Total % of "Yes. *All/Most/Some of the time*" responses.

7th-11th Grade Percentage = Total % of "*Strongly Agree/Agree*" responses.

Priority 7: Course Access - Met

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

The following measures are used to track the extent to which all students have access to, and are enrolled in, a broad course of study (LCAP Goal 1: Provide a rigorous academic program which promises college and career readiness):

- Rate of 7th-12th students enrolled in CTE courses
- Number/rate of Advanced Placement courses offered
- Rate of students taking Advanced Placement tests
- Rate of remedial course enrollment
- Number/rate of course offerings for students with exceptional needs (Special Day Classes)
- Counselors meet with students in 8th, 9th, 10th, and 11th grades to develop course plans
- Counselors meet with students a minimum of two times per year for course selections
- Counselors provide a course selection sheet each spring for parent input/signature

Priority 7: Course Access - Met

2. Summarize the extent to which all students have access to, and are enrolled in, a broad course of study.

The latest data available is 2016-17 as noted in LCAP Goal 1:

- Rate of 7th-12th students enrolled in CTE courses: 32%
- Number/rate of Advanced Placement courses offered: 7
- Rate of students taking Advanced Placement tests: 14.14%
- Rate of remedial course enrollment: 13.24%
- Number/rate of course offerings for students with exceptional needs (Special Day Classes): TK-5: 11, Grade 6-8: 6, Grades 9-12: 5
- 97.58% of students were enrolled in at least one college prep course
- The high school maintains a tutorial program at lunch “Academic Learning Lounge”

Summary: The district has one comprehensive high school and therefore does not have any difference in course offerings. The district has two middle schools; the differences across the two school sites include art not being offered at James Monroe M. S.

Priority 7: Course Access - Met

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

- Finding appropriately credentialed teachers to support programs.
- Creating a Master Schedule that balances access to support classes and CTE
- Creating a Master Schedule that supports students completing A-G college ready coursework and access to CTE courses

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

The district's LCAP Goal 5: Develop, value, and retain a high-quality diverse educational team, identifies in new Action 1: Provide instructional coaching and support for uncredentialed teachers through Extended Day and in new Action 2: Provide two full time instructional coaches for uncredentialed special education teachers, the commitment to both increasing support for uncredentialed teachers and increasing the retention and efficacy of teachers.

Local Indicators Wrap Up

- ❑ Sierra Sands has “Met” the standard for each of the four local indicators. Following this presentation, the local indicator data/narrative summaries will be reported to the California School Dashboard.
- ❑ Local Indicators submission deadline is November 16, 2018.
- ❑ Public release of all Dashboard data is expected to be on December 3, 2018.



QUESTIONS? COMMENTS?

6. EDUCATIONAL ADMINISTRATION

6.4 Approval of K-5th Services Agreement between Math Solutions/Houghton Mifflin Harcourt and Sierra Sands Unified School District

BACKGROUND INFORMATION: As a result of ongoing student achievement analysis, areas of strength and need continue to be identified. Math performance remains an area of need for the state, county, and district. In 2017-18, Math Solutions professional development was selected for the 3rd-5th and 6th-8th grade levels as the content and instructional practices align with the current K-8th math adoption, *Go Math* by Houghton Mifflin Harcourt, as well as the county's math instruction focus. This fall, K-2nd grades engaged in the professional development series along with model lessons at multiple elementary sites provided by the Math Solutions consultant. The three day series focused on effective teaching and learning required to meet the increased rigor of state standards and current assessments:

Session 1-Making Sense of Math-Reasoning and Discourse

Session 2-Mathematical Thinking-Representation and Procedural Fluency

Session 3-Problem Solving-Developing Disposition, Competence, and Confidence

CURRENT CONSIDERATIONS: The professional development series has positively impacted "first" math instruction and has resulted in a significant shift in our collective understanding of the Standards for Mathematical Practices. The inclusion of model lessons this fall allowed administrators, teachers, and district Instructional Coaches to see exemplary instructional practices in our district classrooms and to collaborate with the consultant in refining our implementation of best instructional practices. In order to provide professional development to teachers who were not able to access the series or are new hires, we would like to provide the three day series as make up sessions and expand the contract to include six model lesson days.

FINANCIAL IMPLICATIONS: The total cost for the services agreement is \$34,650 and will be funded through the district's Title I allocation. It is required that the board approve contracts over \$10,000.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education authorize the district to enter into a services agreement with Math Solutions as presented.



Proposal for Partnership with Sierra Sands Unified School District Ridgecrest, California

Professional Learning for Improvement in Mathematics

Submitted September 26, 2018 to:
Michelle Savko, Assistant Superintendent – Curriculum and Instruction

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Why Math Solutions?

Math Solutions has been partnering with schools and districts to improve math instruction for more than 30 years. Founded by Marilyn Burns in 1984 and always focused exclusively on mathematics education, Math Solutions has the depth of professional development expertise to transform math instruction in your school/district. Over the years, we have supported thousands of schools and districts to build learning environments where teachers are more knowledgeable and confident about math instruction and students are more engaged and excited about learning math.

While many companies provide generic professional learning services, Math Solutions is the sole expert in *mathematics* professional learning. Math Solutions draws upon years of classroom-grounded research and extensive knowledge of curricula and state standards, to provide the highest-quality face to face courses, coaching, and resources, all developed and delivered by experts in math education.

Math Solutions has identified the four **Guiding Principles** to be essential to improving instruction and student outcomes. These **Guiding Principles** are the foundation of all the professional learning we provide and ensure that educators:

- **Know the math they need to teach**— know it well and flexibly enough to understand various solution paths to increase students' reasoning of mathematics. Math Solutions increases teachers' math content knowledge necessary to deliver effective classroom instruction.
- **Understand the conditions necessary for learning**, so they may understand deeply the unique conditions necessary for student learning in mathematics— what they need to provide and what students must make sense of for themselves
- **Recognize each student's strengths and weaknesses**, content knowledge, reasoning strategies, and misconceptions.
- **Have the expertise to make math accessible for all students**, to ask questions that reveal and build understanding, and help students make sense of and solve problems.

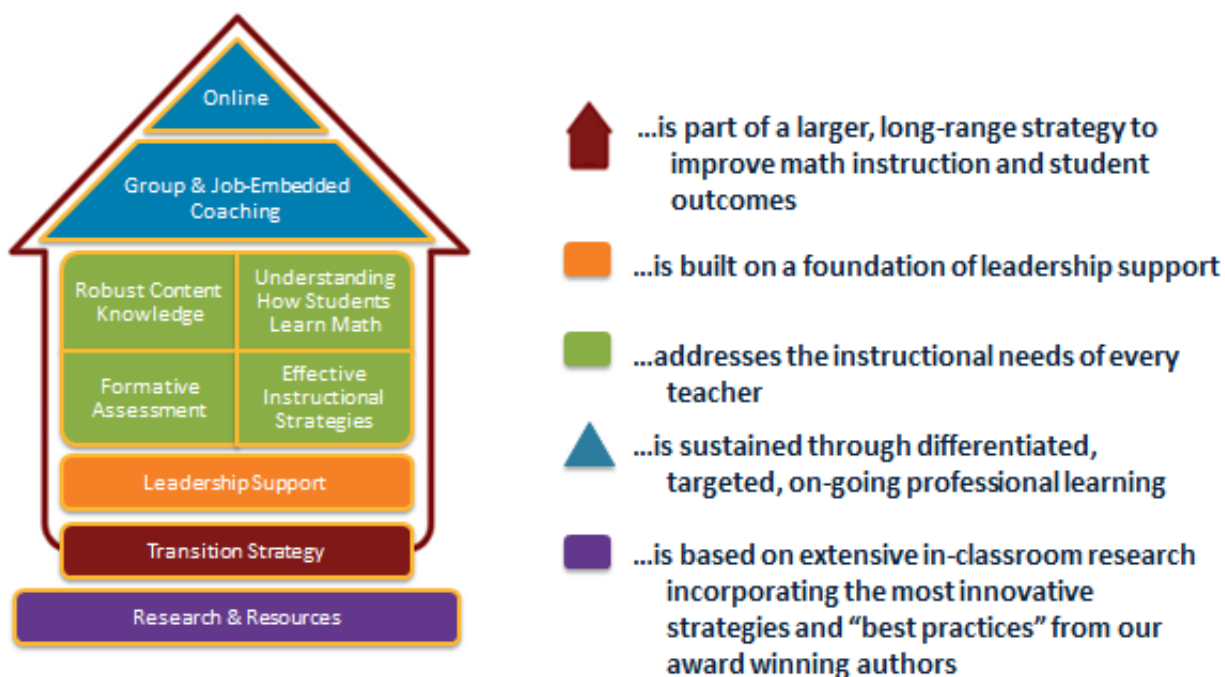
Based on these **Guiding Principles**, Math Solutions has identified key areas of instructional focus to reach math achievement goals: **learning environment**, **reasoning and sense making**, **focus and coherence**, and **formative assessment**. Math Solutions will help you recognize what a classroom that encompasses these key areas actually looks like with observable examples for both teachers and students. The **Instructional Practices Inventory (Appendix I)** guides leaders and teachers to know what works best to create a model math classroom. It outlines best teaching practices and student learning practices and is utilized in the assessment of the instructional needs of your teachers, monitoring progress, and end of the year or project summary.

30 years of experience has also resulted in a wealth of knowledge of individual state (or common) standards. Math Solutions has worked throughout the country with many curricula as well. Deep understanding of standards and the current curricula in your school or district, aligned with your professional learning goals is key to success.

More information about Math Solutions is in **Appendix II**.

Recent academic research (Learning Forward) tells us that a successful professional learning plan needs to be ongoing and include leadership support. At the foundation is math instruction that improves teachers' math content knowledge and pedagogy, which is sustained by classroom coaching and online support. Additionally, school and district leaders need to play a strong role in the plan, and the plan needs to connect to district goals.

Math Solutions Professional Learning



Description of Proposed Professional Learning Services for Sierra Sands Unified School District

The scope of work below describes a proposal for professional learning that supports your teachers, instructional coaches, and building level leaders. Before implementation, we will meet and collaborate with you to ensure your goals are fully integrated in your *Professional Learning Plan*.

This proposal is organized into the following components:

- Component 1: Mathematical Practices Series for Grades K-5
- Component 2: Personalized Coaching and Model Lessons

Mathematical Practices Series – (Grades K-5)

Overview – (Full Agenda Available Upon Request)

Through the development of mathematical habits of mind, students are able to use mathematical knowledge and skills to make sense of and solve problems. This series aligns what educators already know with what they need to learn about developing students' processes and proficiencies in navigating through difficult or unknown mathematical territory. Participants leave each day of this three-day course with instructional skills and strategies they can use in their classrooms immediately.

Day One: Making Sense of Math—Reasoning and Discourse

- OUTCOMES
 - Use strategies to help all students deepen and communicate their mathematical reasoning
 - Identify the difference between social conventions of mathematics and mathematical knowledge that students need to make sense of for themselves
 - Select tasks and use classroom discussions to develop students' mathematical habits of mind and to assess understanding

Day Two: Mathematical Thinking—Representation and Procedural Fluency

- OUTCOMES
 - Expand their understanding of procedural fluency to include carrying out procedures flexibly, accurately, and appropriately
 - Connect multiple representations for the purpose of helping all students better understand underlying mathematical ideas
 - Consider students' use of tools and representations for the purpose of assessing student understanding

Day Three: Problem Solving—Developing Disposition, Competence, and Confidence

- OUTCOMES
 - Describe the features of a classroom environment that support student learning and promote confidence and perseverance in students
 - Engage students in constructive struggle that develops mathematical habits of mind
 - Structure lessons in ways that require critical thinking and sense making

Component 2: Personalized Coaching and Model Lessons

Math Solutions job-embedded coaching for individuals and teams drives innovation and instructional improvement and provides the tools for your teachers to transform theory into practical classroom practice. Team coaching builds a community of learners through collaboration. It is the fastest way to synchronize your teams across grade levels, share experience and expertise, and collaborate on plans and protocols. Individual coaching builds skills and leadership capacity through differentiation. With job-embedded coaching and model lessons, educators work side by side, enabling them to integrate new skills immediately into their practice.

Instructional coaching lessons support teachers to implement the strategies introduced in professional learning experiences. Teachers work side-by-side with a Math Solutions consultant to review highly-effective instructional practices and collaborate with colleagues to implement mathematics tasks that align to California College and Career Ready Standards. Participating teachers have the opportunity to discuss the effect of instructional strategies on student learning as observed in the classroom and analyze the connection between tasks, active student engagement, reasoning and problem solving.

The most effective coaching occurs over time. Key to its effectiveness is the involvement of the principal, including a schedule that provides adequate time for teacher learning. Inherent in these experiences is a 'gradual release of responsibility' from the coach to the classroom teacher.

Model lessons are one aspect of job-embedded coaching. The model lesson cycle typically includes the following:

- **Lesson Pre-Brief**—Math Solutions consultant and teachers co-plan the lesson he/she will teach. The Math Solutions consultant might teach or co-teach the lesson with the teacher.
- **The Lesson**—Math Solutions consultant teaches the lesson to a class of students, while teachers observe with a specific focus identified during the lesson planning sessions.
- **Lesson Debrief**—Math Solutions consultant facilitates as teachers collaborate to debrief the lesson with a focus on student learning and student misconceptions, identifying specific aspects and strategies used that supported student learning. Finally, the team reflects on next instructional steps for students. In addition to model lessons, job-embedded coaching may include:
 - Support for implementing effective teaching practices aligned to their Standards
 - Strategies for differentiating instruction to meet the needs of all students, especially struggling students and those needing intervention
 - Opportunities to focus on developing and deepening content knowledge
 - Collaborative instructional planning and observation of participant lessons to refine instruction
 - Cultivation of leadership skills to drive innovation and instructional change

Summary

Math Solutions looks forward to partnering with you to achieve your mathematics achievement goals. Along with student data and progress monitoring, we believe that effectiveness of professional development is measured by how it is brought back into classroom instruction. We are proud to share the evaluation results from past participant surveys:

- 98% gained new instructional strategies to try in their classrooms.
- 98% said Math Solutions instructors were knowledgeable and skilled in facilitating adult learning.
- 97% gained knowledge and strategies that will help them be better math teachers.

By setting goals together; focusing on the most important areas of improvement; investing in teacher's math content knowledge and use of instructional strategies; and building capacity on a sustainable basis, we are confident that we will reach the goals for students' sustained learning of mathematics from pre-school to college.

Investment Summary

Investments Below Include:	
Development	Agenda created by Educational Specialist Team Comprehensive logistics meeting with Course Management Coordinator
Reporting	Evaluation Report; provides analysis and overview of participant evaluations Collaborative follow-up meeting with Educational Consultant to discuss next steps
Travel and Expenses	Airfare Ground transportation Lodging Meals All other travel expenses
Materials	Instructional materials used during the session Shipping costs for all materials as well as additional orders placed with PD
Delivery	On-site & online professional development sessions delivered over time
Publications	30% discount on Math Solutions publications for one year

Date	Description	Investment
See Description for Tentative Dates	<p>Math Solutions Professional Learning, Personalized Coaching, and Model Lessons</p> <p><i>Full-day, on-site professional learning sessions with K-5 teachers, site leadership, and Math Solutions consultant. Nine total days, broken down as follows:</i></p> <ul style="list-style-type: none"> - <i>Three days of PD courses (see above for descriptions) will be provided for teachers who did not attend the previous sessions</i> - <i>Six days of personalized coaching and model lessons.</i> - <i>Tentative dates for sessions are as follows:</i> <ul style="list-style-type: none"> ○ <i>Session 1: January 28-30</i> <ul style="list-style-type: none"> ▪ <i>January 28 (Monday) - Make up session for teachers who have not had the training</i> ▪ <i>January 29 (Tuesday) - Model Lessons</i> ▪ <i>January 30 (Wednesday) - Model Lessons</i> ○ <i>Session 2: February 11-13</i> <ul style="list-style-type: none"> ▪ <i>February 11 (Monday) - Make up session</i> ▪ <i>February 12 (Tuesday) - Model Lessons</i> ▪ <i>February 13 (Wednesday) - Model Lessons</i> ○ <i>Session 3: March 27-29</i> <ul style="list-style-type: none"> ▪ <i>March 27 (Wednesday)- Make up session</i> ▪ <i>March 28 (Thursday)- Model Lessons</i> ▪ <i>March 29 (Friday)- Model Lessons</i> 	\$34,650
Total (All Inclusive)		\$34,650.00

Proposal terms and conditions valid for 30 days

Math Solutions Instructional Practices Inventory

Professional development opportunities provided for teachers can only target the learning needs of students if information is collected from classrooms. This tool will be used to compile information gathered from multiple schools and classrooms in an effort to design professional development that targets identified needs. Information from one classroom or school will not be used in any way.

LEARNING ENVIRONMENT	
Teacher	Students
Provides a respectful, safe learning environment in which mistakes are seen as an opportunity to learn.	Take an academic risk and rely on their own thinking and the thinking of other students.
Structures the class for independent work, pairs, groups, and whole class in a thoughtful and deliberate way.	Listen and ask questions to each other to clarify information; respectfully challenge ideas; make conjectures.
Asks questions that both build and reveal new understanding of content and practice. Avoids yes/no questions unless they also ask for justification.	Explain their reasoning; construct viable arguments and critique the reasoning of others.
Makes appropriate tools available and encourages their use.	Communicate using appropriate mathematical language both orally and in writing.
	Work well in a variety of grouping structures.
REASONING AND SENSE-MAKING	
Teacher	Students
Selects rigorous learning experiences.	Persevere in making sense of rigorous problems.
Makes learning experiences accessible to all students without compromising the rigor in the problem.	Seek out multiple approaches to solving a problem.
Expects students to justify their reasoning for all answers, whether correct or incorrect.	Use multiple representations when solving problems such as symbols, diagrams, graphs, words, etc.
Selects learning experiences that represent a balance of conceptual understanding and procedural fluency.	Understand math concepts and use procedures appropriately.
	Use appropriate tools strategically, including mental calculations, that fit the situation.
	Look closely to discern a pattern or structure.
FOCUS AND COHERENCE	
Teacher	Students
Understands the expectation of the standard to be taught and its connection to previous standards; aligns the lesson to grade level content and practice standards.	Connect their current learning to previously learned standards.
Differentiates instruction based on student needs.	Use math to contextualize and/or decontextualize problems.
Selects problems that provide opportunities for students to contextualize and/or decontextualize.	Apply the math they know to solve real-world problems.
Selects problems that provide opportunities for students to apply math to real-world situations.	
FORMATIVE ASSESSMENT	
Teacher	Students
Uses data to make instructional decisions based on student need.	Take responsibility for their learning by monitoring their progress toward a learning target.
Provides feedback to students or structures opportunities for students to provide feedback to each other.	Evaluate the reasonableness of their results using feedback from the teacher or a peer.
Identifies and communicates the learning target(s) of the lesson.	Articulate what they are learning and why.
Implements a variety of strategies to monitor student learning.	

Appendix II

About Math Solutions

Founded in 1984 by renowned math educator Marilyn Burns, Math Solutions, a division of Houghton Mifflin Harcourt (HMH), is the nation's leader in developing effective teachers of mathematics. With more than 30 years of experience working with thousands of school districts nationwide, our team of educational experts creates solutions for accelerated sustainable improvement in teacher effectiveness, student learning, and test results. You can learn more about Math Solutions services at www.mathsolutions.com.

Our Mission

Math Solutions is dedicated to improving students' learning of mathematics by providing educators with the highest quality professional development services, products, and resources.

Method of Approach

Math Solutions Directors of Professional Learning and Instructors collaborate with district and school leadership during each professional development engagement to ensure the improvement of school level practices and student learning. Drawing from academic research and more than 30 years of experience, Marilyn Burns has identified four goals for educators that are essential to improving the teaching of mathematics:

- Teachers' understanding of the math they teach
- Understanding of how students best learn math
- Development of effective strategies for teaching mathematics
- Formative assessment to guide instruction

Math Content Knowledge

As we implement the professional learning of adult educators, we identify what math content is of vital importance for teachers to understand by grade level and state standards. This content is different from the mathematics that a mathematician – instead, it's knowing mathematics deeply and flexibly enough to convey concepts, reasoning and the real-world application of the mathematics to students.

How Students Learn

In addition to being clear about what math content knowledge a teacher needs to understand, we also support teachers by helping them to understand how children learn mathematics—knowing what is important to *tell* children and what is best *not to tell* children. It implies asking thoughtful questions for the part of mathematics that we don't tell children. It also involves knowing what conditions are needed for learners to make sense of mathematics. Developing this understanding requires a career-long effort on the part of a teacher.

Effective Instructional Strategies

Given a deep and flexible understanding of the math content and a developing understanding of how children learn mathematics, we introduce teachers to effective instructional strategies, including choosing and scaffolding accessible tasks, asking questions that build and reveal understanding, and providing tools that help students make sense of mathematics and solve problems.

Formative Assessment

Assessment, or determining what students know, is a central element in the process of teaching and learning. Assessment generally falls into two categories—summative (assessment *of* learning) and formative (assessment *for* learning). Tests given at the end of teaching units and standardized tests are examples of summative assessments. Formative assessment is intended to provide teachers and students with information about what students *understand*, as well as unveiling student misconceptions. This type of assessment is used to guide instructional decisions on a daily basis, in order to improve student learning; it includes open questions and tasks, listening to students, observing students, and examining student work.

Math Solutions Support and Implementation Team

"It takes a village" for Math Solutions to create the most engaging and effective professional development experience for your teachers and administrators. The Math Solutions team will design professional development around your unique needs and deliver it in a format that works for you and includes:

A **Partnership Executive** who will listen to your current needs in math instruction, share ideas about how Math Solutions has supported schools and districts with similar needs, and work with the Math Solutions content team (below) to customize a plan to reach your goals.

Your **Director of Professional Learning** is an expert at designing and delivering professional development. He/she will manage all aspects of your project from start to finish, ensuring that it meets your goals. He/she will be engaged in every aspect of your project and will work with you throughout the process to ensure it is meeting your needs, and will refine the plan if needed. Your Director of Professional Learning will have an in-depth conversation with you to assess the needs of current math instruction and make recommendations for professional learning to help you reach your goals.

Content Instructional Designers work with your Director of Professional Learning to design the actual PD experiences for your teachers/coaches/administrators. Math Solutions' Content Instructional Design team draws from the expertise of more than 150 consultants, academic thought leaders and authors, to ensure that your project is designed by the top minds in math education.

The **Consultant Development Director** will work with your Director of Professional Learning to match the needs of your project with the skills of more than 150 consultants. The Consultant Development Director has been a part of the Math Solutions content team for more than 10 years and is a former Presidential Award winner for Excellence in Mathematics and Science teaching.

Your **Professional Learning Consultant** is selected from more than 150 instructors and is matched to your project based on your needs and their expertise. The team consists of top mathematics educators in the country who have earned more than 60 national and local recognition awards, including the Presidential Award for Excellence in Mathematics and Science Teaching. Ninety-eight percent of Math Solutions participants reported that the Math Solutions instructors were knowledgeable and skilled in facilitating adult learning. Resumes of Instructors are available upon request.

Operations Services Specialists provide all logistical and contractual support so your courses and coaching experiences run as smoothly as possible. Math Solutions delivers thousands of PD engagements each year and has learned what is necessary to provide an effective learning environment for your teachers and administrators. Your Operations Services Specialist will walk you through those details and provide you with an easy checklist that outlines the specific technology and room requirements for your engagement. He/she will work with our warehouse to ensure that all your course materials are delivered on time and to the appropriate location. If necessary, he/she will work with your purchasing and contracting departments to keep the invoicing process seamless. The Operations Services Specialist will communicate course location details with your instructor. He/she also will ensure that the logistics are taken care of, so your participants can focus on learning.

6. EDUCATIONAL ADMINISTRATION

6.5 Ratification of Contract with VocoVision

BACKGROUND INFORMATION: According to State and Federal laws and regulations, school districts are required to assess students who have been referred for special education services in all the areas related to the suspected disability. Assessments must be administered by trained and knowledgeable personnel. A student must be assessed when first referred for a suspected disability and then considered for reassessment at least once every three years after qualifying for special education. When a Consent for an Assessment Plan is signed by the parent or guardian, the district has 60 days in which to complete the assessments and hold an IEP team meeting to discuss the student's eligibility. The needs of the district's Special Education Department require the services of three full-time educational psychologists, in order to meet compliance timelines.

CURRENT CONSIDERATIONS: At the end of the 2017-18 school year, one of the district's psychologist interns resigned, creating an unfilled position. The district advertised for the school psychologist position with no applicants. In order to meet the needs of the students, the district reached out to VocoVision, a company that provides tele-therapy in several service areas, including school psychology. VocoVision sent the district the resume of two California licensed school psychologists. After phone interviews, with the SELPA director and one of the district's psychologists, the district offered to contract for a psychologist's services on a full-time basis for the remainder of the 2018-19 school year. The psychologist is fully licensed in California. She holds a valid Pupil Personnel Services Credential in School Psychology from the state of California and she has experience both as a special education teacher and a school psychologist in California. District staff believes that the use of a school psychologist through tele-therapy will assist in meeting the compliance timelines for educational psychological assessments as mandated by Federal and State law.

FINANCIAL IMPLICATIONS: The estimated cost of psychological service is \$115,920.00 which will come from the Special Education budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract with VocoVision for the services of a school psychologist tele-therapist for the 2018-19 school year.



ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Client will pay VocoVision for hours worked by Consultant under the following terms:

VocoVision Consultant:	Rochelle Chacon		
Client:	Sierra Sands SELPA		
Assignment Start Date:	9/4/2018	Assignment End Date:	5/30/2018
Position:	Tele-Psychologist		
Hours per Week:	36 per week		
Bill Rate per Hour:	\$ 92.00	<i>Bill Rate is all-inclusive</i>	
Technology Fee:	\$ N/A		

One VocoVision station per full time position at no cost. Requests for additional stations require authorization from VocoVision and are subject to a minimum \$1,000 per unit refundable deposit and \$200 per unit non-refundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

INVOICES: All invoices pursuant to this Terms of Teleservices Assignment will be emailed to:

Invoice Email: accountspayable@ssusd.org

Invoice Email cc:

<i>Should you wish</i>	Attention:
<i>to opt out of</i>	Client:
<i>emailed invoices</i>	Address:
<i>please check here</i> <input type="checkbox"/>	City, State, Zip:

Sierra Sands SELPA

Client Name

DocuSigned by:
 8/23/2018
 Client Representative Signature Date

Pamela Smith
 Print Name

Assistant Superintendent of Business Services
 Title

VOCOVISION, INC.

DocuSigned by:
 8/23/2018
 VocoVision Representative Signature Date

Nicole Webb
 Print Name

VocoVision Division Director
 Title



ADDENDUM B Duties and Responsibilities

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources- including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Prepares written Ed-Psych report as required
- Conduct Psycho-Ed evaluations as required
- Participation in IEP meetings as required
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed.

Sierra Sands SELPA

Client Name

DocuSigned by:

Pamela Smith

8/23/2018

Client Representative Signature

Date

Pamela Smith

Print Name

Assistant Superintendent of Business Services

Title

VOCOVISION, INC.

DocuSigned by:

Nicole Webb

8/23/2018

VocoVision Representative Signature

Date

Nicole Webb

Print Name

VocoVision Division Director

Title



ADDENDUM C
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

^{DS}
PS

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial

^{DS}
PS

6. EDUCATIONAL ADMINISTRATION

6.6 Approval of Contract with Heather K. Thomason for Physical Therapy Services

BACKGROUND INFORMATION: Both Federal Law under the Individuals with Disabilities Education Act (IDEA) and California Education Code mandate that Local Education Agencies provide a Free Appropriate Public Education (FAPE) to students with disabilities, designed to meet their unique needs. This includes transportation and such developmental, corrective, or supportive services as are required to assist a child with a disability to benefit from special education. These “related services” include speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. (34 CFR 300.34(a))

As indicated by the Individuals with Disabilities Education Act (1990), physical therapy as a related service serves the purpose of supporting educational goals included on an Individualized Education Plan (IEP) and facilitating access to the educational environment.

It has been past practice for Sierra Sands to contract with agencies out of town for educational related physical therapy services because there was no pediatric Physical Therapist in Ridgecrest who was willing to contract to provide those services.

CURRENT CONSIDERATIONS: Heather K. Thomason is a licensed physical therapist, now residing in Ridgecrest. She has experience with assessing and providing services for educationally related physical therapy. The district is requesting permission to enter into a contract for the part-time services of Ms. Thomason from October 19, 2018 to May 30, 2019. She will conduct assessments, consult with staff regarding students’ needs, provide written reports, assist in procuring appropriate equipment for students, attend IEP meetings, and provide some on-going physical therapy with district students.

FINANCIAL IMPLICATIONS: The cost for Ms. Thomason’s services will be \$75.00 per hour, 20 hrs. per week for 28 weeks and is not to exceed \$42,000.00.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the contract with Heather K. Thomason, PT, DPT, MS as described.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACTOR SERVICE AGREEMENT

()

This Contractor Service Agreement ("Agreement") is between the SIERRA SANDS UNIFIED SCHOOL DISTRICT, a California public education agency ("District"), and the party whose legal name and status are described in the signature block below ("Contractor").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement. These services are related Physical Therapy assessments which are delineated in Attachment A.

2. Term. The initial term of this Agreement shall begin effective October 18, 2018 and end on May 30, 2019.

3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of (**check one**):

☐ \$ (total flat fee) ☒ \$75.00 per hour, 20 hr.per week for 28 weeks ☐ other:

Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly, detailing the dates and nature of the services provided.

☐ If this box is checked, District will also reimburse Contractor for the following related expenses, which Contractor shall certify to District and provide documentation if required: _____.

The total amount payable to Contractor under this Agreement shall not exceed \$42,000.00.

4. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

CONTRACTOR

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By _____
Entity Name: Heather K. Thomason, Pt, DPT, MS
Entity Type: Physical Therapist
Authorized Signatory Name:
Address: 1806 Blue Ridge Rd. Ridgecrest, CA 93555
Date: _____

By _____
Signatory Name: Pamela Smith
Title: Assistant Superintendent of Business
Address: 113 Felspar Ave. Ridgecrest, CA 93555
Account Code: 01-5640-0-5800.00-5750-3140-709-00-000-0000
Date: _____

ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Contractor agrees to defend, hold harmless, and indemnify District (and District's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) Contractor's breach of the terms of this Agreement, (B) the act or omission of Contractor, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of Contractor, its officers, employees, agents, assigns, or invitees on District's premises.

In the event that any action or proceeding is brought against District by reason of any claim or demand discussed in this section, upon notice from District, Contractor shall defend the action or proceeding at Contractor's expense through counsel reasonably satisfactory to District. The obligation to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

Contractor's obligations under this section shall apply regardless of whether District (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of District, its officers, employees, trustees, or agents.

6. Insurance Requirements. Contractor shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies issued by an insurance company rated not less than "A-;VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with combined single limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each policy shall contain an endorsement naming District as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Contractor shall furnish District with a certificate of insurance containing the endorsements required under this section, and District shall have the right to inspect Contractor's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, Contractor shall immediately file with District a certified copy of the required new or renewal policy and certificates for such policy.

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

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall be free to contract for similar services to be performed while under contract with District; provided that Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If a petition in bankruptcy is filed by or against the other party, or if the other party is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of the other party is appointed in any suit or proceeding, or if the other party makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to a party in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment, or declaration, or commencement of liquidation.

B. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

C. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach on the part of Contractor includes, but is not limited to, a failure to comply with any confidentiality provisions in this Agreement, as well as the unlawful harassment of any person on District's premises or otherwise in connection with this Agreement.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and

following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of District relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, District may immediately terminate this Agreement by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement.

K. Compliance with Law. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now in effect or subsequently enacted.

L. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

M. Non-appropriation of Funds. District reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, District will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time of any such termination. Contractor will be given 30 days' written notice in the event that such an action is required by District.

N. Ownership of Documents. All reports, documents, and other items generated in the course of providing services to District shall be the property of District, and shall be provided to District upon full completion of services, termination of this Agreement, or as otherwise specified in the Agreement.

O. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

P. Licenses and Permits. Contractor represents that Contractor and Contractor's employees who will render services under this Agreement are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.

**ATTACHMENT A
SCOPE OF SERVICES
CONTRACTOR SERVICE AGREEMENT**

Physical Therapy services which include, but are not limited to:

Chart Reviews

Observations in classrooms

Physical Therapy assessments

Consultation with district staff

Written reports of assessment results

Equipment research and recommendations

Attendance at IEP meetings

On-gong physical therapy treatment as able

6. EDUCATIONAL ADMINISTRATION

- 6.7 Approval of Contract #02 1819 with Provo Canyon School for Provision of Educational Services, Room and Board, and Related Mental Health Services for September 24, 2018 through June 30, 2019
-

BACKGROUND INFORMATION: The reauthorized *Individuals with Disabilities Education Act (IDEA)* was signed into law on December 3, 2004. The provisions of the act became effective on July 1, 2005. The final regulations were published on August 14, 2006. The IDEA requires school districts to provide students who qualify for special education with a "Free, Appropriate, Public Education" that meet the needs of students with disabilities. According to the IDEA:

The term "free appropriate public education" means special education and related services that:

- (A) have been provided at public expense, under public supervision and direction, and without charge;
- (B) meet the standards of the State educational agency;
- (C) include an appropriate preschool, elementary school, or secondary school education in the state involved; and
- (D) are provided in conformity with the individualized education program required under section 614(d).

Under the regulations implementing the IDEA, each public agency must ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services. This continuum must:

- (1) Include the alternative placements listed in the definition of special education under Sec. 300.38 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
- (2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

The IDEA includes private school students and states that children placed in, or referred to, private schools by school districts are provided special education and related services, in accordance with an individualized education program, at no cost to their parents.

The regulations implementing the IDEA also include provisions related to students placed in residential treatment facilities. Specifically, the regulations provide that if placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the child.

The regulations require school districts to provide related services that may be necessary to enable the student to receive a "free, appropriate public education." The regulations define related services as transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.

The regulations define counseling services as services provided by qualified social workers, psychologists, guidance counselors, or other qualified personnel. The regulations note that transportation includes, travel to and from school and between schools; travel in and around school buildings; and specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability. Before 2011, Local Education Agencies (LEA) shared the cost of providing mental health services for students with disabilities with the county mental health departments. Generally, the LEA was responsible for providing the educationally related services and the county mental health department was responsible for providing mental health services. In 2011, the California Legislature passed Assembly Bill 114, which repealed the state mandate on special education and county mental health agencies and eliminated related references to mental health services in California statutes. As a result of this new legislation, school districts are solely responsible for ensuring that students with disabilities receive special education and related services to meet their needs according to the IDEA.

CURRENT CONSIDERATIONS: On September 14, 2018, an IEP meeting was held for a student in Sierra Sands Unified School District. It was concluded by the IEP team that the mental health needs of the student would interfere in the ability of the district to meet the educational needs of the student. In order to ensure the physical and mental safety of the student and others, a more restrictive environment than one that could be provided within the district was needed. Inquiries made by SELPA determined that Provo Canyon School was an appropriate placement for the student. The facility is certified by the California Department of Education as being approved to provide services to district students. The rates are consistent with similar facilities that are on the CDE's approved list of similar providers. The student was enrolled at Provo Canyon School on September 21, 2018.

FINANCIAL IMPLICATIONS: The contract for the time period of September 21, 2018 to June 30, 2019 is not to exceed the amount of \$119,529.00. The above-noted

figures reflect the costs for placement and related services necessary to provide the student with a "free, appropriate public education" as described above and at the present time. The funding for the contract will come from the money received from the state for the provision of mental health services to students with special needs.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve contract # 02 1819 with Provo Canyon School as presented.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2018-2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

SIERRA SANDS UNIFIED SCHOOL

LEA

DISTRICT

Contract Year 2018-2019

☒

Nonpublic School

☒

Nonpublic Agency

Type of Contract:

☐ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☒ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2018-2019

CONTRACT NUMBER: 1819-02

LOCAL EDUCATION AGENCY: Sierra Sands USD

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Provo Canyon School, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on September 21, 2018, between Sierra Sands Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Sierra Sands SELPA and Provo Canyon School, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 21, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2018. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue

to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state

certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. “Parent” means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts,

IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR 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 LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA 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 LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to

CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must

have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of

others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects

that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom

ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance,

interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent

as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code

section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student’s IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student’s IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student’s instructional program and shall be invited to participate in the formal review of each student’s progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’s site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying

criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education

and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR

maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR SERVICE AGREEMENT

(Licensed Vocational Nurse)

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'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 investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close

of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly

charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 21st day of September, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Provo Canyon School Inc.
Nonpublic School/Agency

Sierra Sand Unified School District

LEA Name

By: [Signature]
Signature Date

By: [Signature] 10/5/2018
Signature Date

Dr. Adam McLain, CEO
Name and Title of Authorized
Representative

Pamela Smith, Asslt. Suprintendent, Business
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Layla Workman, Central Business Office Manager		
Name and Title		
Provo Canyon School, Inc,		
Nonpublic School/Agency/Related Service Provider		
Provo Canyon School, Inc.		
4501 North University Ave		
Address		
Provo	UT	84604
City	State	Zip
801-223-7114		801-223-7102
Phone	Fax	
Email		

Elaine Littleton, SELPA Director		
Name and Title		
Sierra Sands Unified School District		
LEA		
113 Felspar Ave		
Address		
Ridgecrest	CA	93555
City	State	Zip
760-499-1703		760-446-1394
Phone	Fax	
elittleton@ssusd.org		
Email		

Additional LEA Notification
(Required if completed)

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

EXHIBIT A: 2018-2019 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Provo Canyon School, Inc.

The CONTRACTOR CDS NUMBER: 77-76422-6131189

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 12-1

Maximum Contract Amount: \$119,529.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: \$162.00 daily

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services (436)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Physical Therapy (460)</u>	<u> </u>	<u> </u>
<u>Individual Counseling (510)</u>	<u> </u>	<u> </u>
<u>Counseling and Guidance (515)</u>	<u> </u>	<u> </u>
<u>Parent Counseling (520)</u>	<u>Inc in Mental Health</u>	<u> </u>
<u>Social Work Services (525)</u>	<u> </u>	<u> </u>
<u>Psychological Services (530)</u>	<u>Inc in Mental Health</u>	<u> </u>
<u>Behavior Intervention Services (535)</u>	<u> </u>	<u> </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u> </u>	<u> </u>

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Mental Health Services	\$100.00	—
Other (900) Room and Board	\$203.00	—

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulation 3514, Environmental Safety

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resource reviews 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 policy and regulation updated to reflect the new law (AB 746) which provides that, if a community water system finds lead above specified levels in a school's potable water system, the district must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. The policy also deletes details regarding district strategies that are duplicated in the administrative regulation. The administrative regulation also updates material related to particulate filters in school buses to reflect current law.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy/Administrative Regulation 3514, Environmental Safety as presented.

Environmental Safety

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff and community members. ***The Superintendent or designee shall regularly assess school facilities to identify environmental health risks and shall develop strategies to prevent and/or mitigate environmental hazards. He/she shall consider the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff and students, including the impact on student achievement and attendance.*** The Board shall identify and address potential risks to health and the environment and shall ensure that environmental resources are used in a responsible manner.

~~(cf. 3514.1 - Hazardous Substances)~~
~~(cf. 4157/4257/4357 - Employee Safety)~~
~~(cf. 5141.1 - Accidents)~~
~~(cf. 5142 - Student Safety)~~
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 6114 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
~~(cf. 6161.3 - Toxic Art Supplies)~~
(cf. 7111 - Evaluating Existing Buildings)

Such strategies shall focus on maximizing healthy indoor air quality; monitoring the quality of outdoor air and adjusting outdoor activities as necessary; reducing exposure to vehicle emissions; minimizing exposure to lead and mercury; reducing the risk of unsafe drinking water; inspecting and properly abating asbestos; appropriately storing, using, and disposing of potentially hazardous substances; using effective least toxic pest management practices; reducing the risk of foodborne illness; and addressing any other environmental hazards identified during facilities inspections.

(cf. 3510 - Green School Operations)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 3516.5 - Emergency Schedules)
(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)
(cf. 3550 - Food Service/Child Nutrition Program)

Environmental Safety

(cf. 5141.23 - Asthma Management)

(cf. 5141.7 - Sun Safety)

(cf. 5142.2 - Safe Routes to School Program)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6163.2 - Animals at School)

(cf. 7150 - Site Selection and Development)

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, water boards, and other community organizations.

(cf. 1020 - Youth Services)

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmentally safe and healthy schools.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)

~~The Superintendent or designee shall establish regulations to prevent and/or reduce environmental hazards in accordance with law and state guidelines. Strategies shall include but not necessarily be limited to:~~

~~1. Considering air quality in the siting and architectural design of new or remodeled facilities and in the selection of building materials and furnishings, and taking steps to reduce indoor air contaminants in maintenance operations~~

~~2. Ensuring the use of effective least toxic pest management practices at all district schools~~

~~(cf. 3514.2 - Integrated Pest Management)~~

Environmental Safety

~~3. Minimizing the exposure to lead in paint, soil, or drinking water, especially in areas accessible to very young children~~

~~4. Inspecting and testing facilities for asbestos-containing materials and protecting persons during encapsulation and removal of any asbestos~~

~~The Superintendent or designee shall notify parents/guardians, as appropriate, if an environmental hazard is discovered at a school site. The notification shall detail the district's efforts to remedy the hazard.~~

Legal Reference:

EDUCATION CODE

~~17366 Legislative intent (fitness of buildings for occupancy)~~

17002 Definition of "good repair"

17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-17613 Healthy Schools Act of 2000, *least toxic pest management practices*

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest Control Operations and Agricultural Chemicals

13180-13188 Healthy Schools Act of 2000, *least toxic pest management practices*

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

HEALTH AND SAFETY CODE

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

116277 Lead testing of potable water at schools and requirements to remedy

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-1537 Construction safety orders; exposure to hazards

5139-5223 Control of hazardous substances

~~340-340.2 Employer's obligation to provide safety information~~

~~1532.1 Construction safety orders, lead standard~~

Environmental Safety

~~5142 Heating, ventilating and air conditioning systems; minimum ventilation~~

~~5143 Mechanical ventilating systems; inspection and maintenance~~

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

CODE OF REGULATIONS, TITLE 17

~~35001-35099 Accreditation in Lead Abatement Services~~

CODE OF REGULATIONS, TITLE 22

64670-64679 Lead and copper in drinking water

CODE OF REGULATIONS, TITLE 24

915.1-915.7 California Building Standards Code; carbon monoxide devices

UNITED STATES CODE, TITLE 7

136-136y Use of pesticides

~~136-136y Insecticide, Fungicide and Rodenticide Act~~

UNITED STATES CODE, TITLE 15

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

UNITED STATES CODE, TITLE 42

1758 Food safety and inspections

CODE OF FEDERAL REGULATIONS, TITLE 40

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections

~~763.93 Management Plans~~

~~763.94 Record keeping~~

Management Resources:

~~CDE PUBLICATIONS~~

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Site Selection and Approval Guide, 2000

Indoor Air Quality, A Guide for Educators, 1995

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998

Environmental Safety

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS

Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017

DIVISION OF THE STATE ARCHITECT PUBLICATIONS

K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012

~~DEPARTMENT OF HEALTH SERVICES ADVISORIES~~

~~Lead Hazards in California's Public Elementary Schools and Child Care Facilities: Report to the California State Legislature, April 1998~~

~~U.S. ENVIRONMENTAL PROTECTION AGENCY~~

~~Pest Control in the School Environment: Adopting Integrated Pest Management, 1993~~

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016

Healthy School Environments Assessment Tool, rev. 2015

Indoor Air Quality Tools for Schools, rev. 2009

Mold Remediation in Schools and Commercial Buildings, September 2008

The ABCs of Asbestos in Schools, rev. August 2003

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996

WEB SITES

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

~~California Department of Health Services, Lead Poisoning Prevention Branch: <http://www.dhs.ca.gov/childlead>~~

~~U.S. EPA: <http://www.epa.gov>~~

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

AirNow: <http://www.airnow.gov>

American Association of School Administrators: <http://www.aasa.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Building Standards: <http://www.bsc.ca.gov/codes.aspx>

California Department of Education, Health and Safety: <http://www.cde.ca.gov/ls/fa/hs>

California Department of Pesticide Regulation: <http://www.cdpr.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California State Water Resources Control Board: <http://www.waterboards.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Consumer Product Safety Commission: <http://www.cpsc.gov>

National Center for Environmental Health: <http://www.cdc.gov/nceh>

Occupational Safety and Health Administration: <http://www.osha.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Business and Noninstructional Operations

BP 3514 (f)

Environmental Safety

Policy

adopted: ~~January 16, 2003~~ ***October 18, 2018***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Environmental Safety

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

(cf. 3517 - Facilities Inspection)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.

Environmental Safety

3. *Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.*

4. *Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)*

(cf. 3514.2 - Integrated Pest Management)

5. *Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.*

(cf. 5141.23 - Asthma Management)

6. *Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.*

7. *Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.*

(cf. 3514.1 - Hazardous Substances)

8. *To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.*

9. *The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.*

(cf. 3513.3 - Tobacco-Free Schools)

10. *Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.*

(cf. 6163.2 - Animals at School)

Environmental Safety

Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any diesel-fueled, dual-fueled, or alternative diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Whenever any contaminants in the drinking water are determined to be a concern, the

Environmental Safety

Superintendent or designee shall take reasonable steps to identify the source and mitigate the concern to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)

~~The Superintendent or designee shall ensure that the following measures are taken in order to reduce indoor air contaminants:~~

- ~~1. Heating, ventilating and air conditioning systems shall be operated, inspected and maintained in accordance with 8 CCR 5142-5143. School buildings shall be inspected annually to ensure they have adequate ventilation systems, which are properly maintained so as to preclude the buildup of mold, mildew, and other air contaminants. Filters shall be changed frequently.~~
- ~~2. Indoor painting of school buildings shall be limited to those times when school is not in session.~~
- ~~3. Low emission cleaning products shall be used whenever possible, and custodial duties that require polluting products shall be performed after classes are dismissed.~~
- ~~4. Paints, adhesives and solvents shall be used and stored in well-ventilated areas; these items shall be purchased in small quantities to avoid storage exposure.~~
- ~~5. Exterior wall and foundation cracks and openings shall be sealed as soon as possible, to control exposure to radon.~~
- ~~6. Water damaged ceiling tiles, carpet, and other building materials shall be removed as soon as practicable.~~
- ~~7. Plain water or soap and water shall be used as cleaning agents; aerosols, including air fresheners, shall be avoided.~~
- ~~8. Pest control measures shall involve the use of integrated pest management (IPM).~~

Environmental Safety

~~procedures.~~

~~(cf. 3514.2 - Integrated Pest Management)~~

Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

~~(cf. 5141.7 - Sun Safety)~~

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

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

~~(cf. 6145.2 - Athletic Competition)~~

Lead Exposure Reduction

~~The following steps shall be taken to minimize potential exposure to lead:~~

~~1. — Painted surfaces shall be kept intact whenever possible. To minimize lead dust during maintenance operations, a tarp or plastic shall be placed under paint removal operations to collect old paint debris, paint shall be dampened before removing it with a scraper, nearby surfaces shall be cleaned with a wet mop or cloth after the job is completed, a High Efficiency Particulate Air (HEPA) attachment may be used on power sanders, and clean up may be conducted with HEPA vacuums to remove lead dust. An open flame shall not be used to remove old paint.~~

~~2. — Soil with high lead content may be covered with grass, other plantings, concrete or asphalt. Children's access to bare soil shall be limited.~~

~~3. — When drinking water is found to have unacceptable levels of lead, water outlets shall be flushed daily for at least 30 seconds prior to use. The Superintendent or designee also may reduce lead concentrations in the source water, install a corrosion control device at the school's point of entry, or provide bottled water as appropriate.~~

~~4. — Lead exposure hazards shall be evaluated before any renovation or remodeling is begun,~~

Environmental Safety

~~and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean up and containment dust within the construction area.~~

~~5. The Superintendent or designee may provide parents/guardians and students with information about the prevention of lead poisoning.~~

~~(cf. 5141.32 Child Health and Disability Prevention Program)~~

~~6. Remedial action to abate existing lead hazards shall be taken only by personnel qualified in accordance with law. (Education Code 32243)~~

~~Asbestos Testing and Abatement~~

~~Maintenance staff shall be trained in the location, identification, proper cleaning and ongoing maintenance of asbestos-containing materials and in the removal and decontamination of small amounts of such materials when needed to repair pipes or perform similar duties. Extensive asbestos abatement work shall be completed by state-certified asbestos abatement contractors in compliance with state and federal standards.~~

~~The district's complete, updated management plan for material containing asbestos in school buildings shall be available for inspection in district and school offices during normal business hours. Parent, teacher and employee organizations shall annually be informed of the availability of this plan. (40 CFR 763.93)~~

~~(cf. 3580 District Records)~~

~~(cf. 4112.9/4212.9/4312.9 Employee Notifications)~~

~~(cf. 5145.6 Parental Notifications)~~

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)

2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust

Environmental Safety

within the construction area.

3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.

4. Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.

5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:

a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)

Environmental Safety

b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)

c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)

2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)

3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection by contacting the District Maintenance Department. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

Environmental Safety

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New

maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

Other Environmental Safety Precautions

~~Principals or their designees shall enforce school rules designed to:~~

~~1. Prevent the accumulation of flammable, noxious or otherwise dangerous materials unless adequate safeguards are provided.~~

~~(cf. 6161.3—Toxic Art Supplies)~~

~~2. Keep all school facilities free of debris.~~

~~3. Keep walkways at all times open to pedestrian traffic and clear of obstructions.~~

~~(cf. 3514.1—Hazardous Substances)~~

~~(cf. 4157/4257/4357—Employee Safety)~~

~~(cf. 5141.1—Accidents)~~

~~(cf. 5142—Student Safety)~~

~~(cf. 6114—Emergencies and Disaster Preparedness Plan)~~

~~(cf. 6161.3—Toxic Art Supplies)~~

Environmental Safety

~~(cf. 7111—Evaluating Existing Buildings)~~

~~The Superintendent or designee shall establish regulations to prevent and/or reduce environmental hazards in accordance with law and state guidelines. Strategies shall include but not necessarily be limited to:~~

~~1. Considering air quality in the siting and architectural design of new or remodeled facilities and in the selection of building materials and furnishings, and taking steps to reduce indoor air contaminants in maintenance operations.~~

~~2. Ensuring the use of effective least toxic pest management practices at all district schools.~~

~~(cf. 3514.2—Integrated Pest Management)~~

~~3. Minimizing the exposure to lead in paint, soil or drinking water, especially in areas accessible to very young children.~~

~~4. Inspecting and testing facilities for asbestos-containing materials and protecting persons during encapsulation and removal of any asbestos.~~

~~The Superintendent or designee shall notify parents/guardians, as appropriate, if an environmental hazard is discovered at a school site. The notification shall detail the district's efforts to remedy the hazard.~~

Regulation

approved: ~~January 16, 2003~~ *October 18, 2018*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

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***

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 18-19 year:

Christina Clayson
Maria DeRush
Lucy Gamboa
John Stenger-Smith
Ryan Wirtz

Coaches for 18-19 year:

Kristina York – Cross Country
Burroughs

Volunteer Coaches:
John Davidson

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Teresa Sargent Maiden
1 ¾ hr. Noon Duty Supervisor – Las Flores
Effective 9-10-18

Kimberly Sorge
1 ½ hr. Noon Duty Supervisor – Gateway
Effective 9-11-18

Cindy Stone
1 ½ hr. Noon Duty Supervisor – Pierce
Effective 9-12-18

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Adele Crow
5 ½ hr. Paraprofessional – Richmond
Effective 9-25-18

Damena Delouch
5 ½ hr. Paraprofessional – Richmond
Effective 9-25-18

Kimberly Green
5 ½ hr. Paraprofessional – Richmond
Effective 10-1-18

Alexyz Hollen
5 ½ hr. Paraprofessional – Richmond
Effective 9-24-18

Cassidy Northrup
5 ½ hr. Paraprofessional – Richmond
Effective 10-1-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Christopher Shoaf
8 hr. Account Clerk III – Business Office
Effective 9-24-18

Misty Turner
1 ½ hr. Noon Duty Supervisor – Inyokern
Effective 9-20-18

Lacie Whitfield
1 ¾ Clerk II – Richmond
Effective 8-27-18

Student Workability Worker for the 2018-19 School Year:

Frankie Abdi
Marina Dobkins
Aryanna Eddins
Cassidy Harris
Brittany Hernandez
Joshua Jimenez
Hope Johnson
Ty McKay
Zachary Neyman
Camilla Leal
Leo LeRoy
Rylee LeRoy
Joseph Sanchez

Classified Substitutes for the 2018-19 School Year:

Tammy Anderson
Junette Cabrera
Ronelle Cannon
Karina Costanzo
Mason McNatt
Belinda Nunez-Marquez

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Ty Schmid
Jimmy Solis

8.24 CHANGE OF STATUS

Marie Andrews
From: 6 $\frac{3}{4}$ hr. Bus Driver I – Transportation
To: 5 $\frac{1}{2}$ hr. Bus Driver I – Transportation
Effective 8-14-18

Laura Avina
From: 5 $\frac{1}{2}$ hr. Paraprofessional – Richmond
To: 7 $\frac{1}{2}$ hr. Monitor – Transportation
Effective 9-4-18

Tai Calderon
Added: $\frac{1}{2}$ hr. Paraprofessional – Richmond
Effective 8-20-18

Francisco Ciriaco
From: 8 hr. Grounds Worker – Maintenance
To: 8 hr. General Maintenance Worker – Maintenance
Effective 8-27-18

Kelli Cropley
From: 2 $\frac{1}{2}$ hr. Food Service Asst. I – Pierce
And: 4 hr. Food Service Asst. II – Pierce
To: 2 $\frac{1}{2}$ hr. Food Service Asst. I – Las Flores
And: 4 hr. Food Service Asst. II – Las Flores
Effective 10-1-18

William Clayson
From: 6 $\frac{3}{4}$ Paraprofessional I – Murray
To: 6 $\frac{3}{4}$ Paraprofessional I – Burroughs
Effective 10-1-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Andrea Constable
Added: ½ Paraprofessional – Richmond
Effective 8-20-18

Patricia Corlett
From: 2 ½ hr. Food Service Asst. I – Las Flores
And: 4 hr. Food Service Asst. II – Las Flores
To: 6 ½ hr. Food Service Asst. III – Vieweg
Effective 9-24-18

Tracy Dorsey
From: 8 hr. Bus Driver I – Transportation
To: 8 hr. Bus Driver II – Transportation
Effective 10-1-18

Lawrence French
From: 8 hr. Custodian – JMMS
To: 8 hr. Grounds Worker – Maintenance
Effective 10-9-18

David Hill
From 6 ¾ hr. Bus Driver I – Transportation
To: 8 hr. Bus Driver I – Transportation
Effective 8-14-18

Miller Hoyrup
From: 6 ¾ Paraprofessional I – JMMS
To: 5 ½ Paraprofessional I – Burroughs
Effective 10-1-18

Amber Macklin
From: 5 hr. Paraprofessional II – Gateway
To: 5 ½ hr. Paraprofessional II – Richmond
Effective 9-24-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Deborah Martin

From: 6 ¼ hr. Bus Driver I – Transportation

To: 8 hr. Bus Driver I – Transportation

Effective 8-14-18

Fawn Newton

From: 1 ½ hr. Noon Duty Supervisor – Las Flores

To: 1 ¾ hr. Noon Duty Supervisor – Las Flores

Effective 8-14-18

William Pitman

From: 8 hr. Custodian – Burroughs

To: 8 hr. Custodian – Murray

Effective 10-1-18

Melissa Reinke

From: 6 ½ hr. Food Service Assistant III – Vieweg

To: 8 hr. Food Service Manager – Las Flores

Effective 8-14-18

Laura Swafford

From: 8 hr. Custodian – Murray

To: 8 hr. Head Custodian – Murray

Effective 9-3-18

Jennifer Worley

Added: 2 ½ hr. Computer Paraprofessional – Inyokern

Effective 8-22-18

Jacqueline Wuestenhoefer

From: 5 ½ hr. Paraprofessional I – Richmond

5 ½ hr. Paraprofessional I – Burroughs

Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.3 Presentation of Initial Sunshine Contract Proposal for 2019-20 from the Desert Area Teachers Association to the Board of Education

BACKGROUND INFORMATION: The Desert Area Teachers Association (DATA) will submit their sunshine proposal to the Board of Education for the 2019-20 school year.

CURRENT CONSIDERATIONS: The Desert Area Teachers Association will submit its initial sunshine contract proposal for 2019-20 to the Board of Education at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board receive the initial sunshine contract proposal from the Desert Area Teachers Association and set the next regular meeting date as the date for the public hearing on the proposal.

8. PERSONNEL ADMINISTRATION

8.4 Presentation of Initial Sunshine Contract Proposal for 2019-20 from the Desert Area Guidance Association to the Board of Education

BACKGROUND INFORMATION: The Desert Area Guidance Association (DAGA) will submit their sunshine proposal to the Board of Education for the 2019-20 school year.

CURRENT CONSIDERATIONS: The Desert Area Guidance Association will submit its initial sunshine contract proposal for 2019-20 to the Board of Education at their regular meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board receive the initial sunshine contract proposal from the Desert Area Guidance Association and set the next regular meeting date as the date for the public hearing on the proposal.

8. PERSONNEL ADMINISTRATION

8.5 Presentation of Initial Sunshine Contract Proposal for 2019-20 from Chapter 188 of
the California School Employees Association to the Board of Education

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association (CSEA) will submit their sunshine proposal to the Board of Education for the 2019-20 school year.

CURRENT CONSIDERATIONS: Chapter 188 of the California School Employees Association (CSEA) will submit its initial sunshine contract proposal for 2019-20 to the Board of Education at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board receive the initial sunshine contract proposal from Chapter 188 of the California School Employees Association (CSEA) and set the next regular meeting date as the date for the public hearing on the proposal.

8. PERSONNEL ADMINISTRATION

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

BACKGROUND INFORMATION: Approval of the governing board is required when a district is filing for a Variable Term Waiver, Provisional Internship Permit, or a Short Term Staff Permit in order to assign an individual who is not appropriately credentialed for his/her assignment.

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for a Variable Term Waiver, Provisional Intern Permit, or a Short Term Staff Permit in order that the district may assign the following individual for the 2018-19 school year:

- Provisional Intern Permit – Education Specialist Moderate/Severe for Alyssa Bloomberg, SDC – Burroughs High School

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: Approve the submission of request for a Variable Term Waiver, Provisional Intern Permit, or a Short Term Staff Permit in order that the above named individual may be assigned in the designated position for the 2018-19 school year.

8. PERSONNEL ADMINISTRATION

8.7 Resignation of the Sierra Sands Unified School District Superintendent of Schools

BACKGROUND INFORMATION: Mr. Ernie Bell is in his 5th year as Superintendent of Sierra Sands Unified School District. While it has been a pleasure to serve the students, staff, parents, and community of the Sierra Sands Unified School District for this period of time, he feels it is appropriate for the 2018-19 school year to be his last year. He is submitting his resignation several months in advance to allow the board ample time to fill this very important, very rewarding position.

CURRENT CONSIDERATIONS: While it has been an honor to serve Sierra Sands Unified School District, Mr. Bell is submitting his letter of resignation effective June 30, 2019.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the resignation of the Sierra Sands Unified School District Superintendent of Schools.



SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ernest M. Bell, Jr.
Superintendent

113 W. Felspar Avenue • Ridgecrest, CA • 93555 • 760 499-1600 •
Website: www.ssusd.org

October 5, 2018

Honorable Board of Trustees of the Sierra Sands Unified School District
Dear President Castillo-Covert,

Please accept this letter of my sincere appreciation and as my notice of resignation effective June 30, 2019.

It has been an honor and a pleasure to serve the students, staff members, parents and the community of the Sierra Sands Unified School District. I have worked with a legacy of many outstanding educational leaders, teachers, support staff members, students, parents and community members who truly recognize the importance of providing a quality public education for each and every one of our students.

As the superintendent of the Sierra Sands Unified School District over the last five years, I have had the privilege and good fortune to work with a progressive and supportive Board of Education, a knowledgeable, highly professional student-centered Cabinet, an outstanding administrative team, and a dedicated, collaborative group of teachers and staff who always have the best interest of students as their focus. I am grateful for the confidence, guidance and support you have given me as our leadership teams and staff members have worked endlessly to provide the best educational experiences we can for the children of this community.

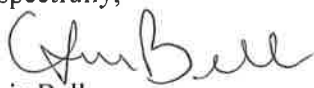
I want to personally thank our Cabinet and Leadership Team members who rise to the occasion to support our district, our schools and our staff members in their cultivation of success. Your days are long and your sacrifices are immense. You never hesitate when called upon and your leadership and collaboration provides direction for our shared vision.

I want to thank our teachers and our support teams for providing a quality education to all of our students. These teams include: Special Education (SELPA), Curriculum and Instruction, Maintenance and Operations, Custodial, Warehouse, Transportation, Food Service, Business Office, Technology, District Office, Human Resource Team and support staff. You are the ones down in the trenches that truly understand and know that public education changes lives. You are resilient and you work tirelessly for every one of our students, their families, and your own colleagues. You understand the importance of infusing the excitement of learning into your daily activities. You understand the impact of developing positive relationships and how relationships are the driving force of everything we do. You understand the importance of positive school cultures and that providing safe facilities is deeply valued and makes a tremendous difference for our students and their families.

I want to acknowledge my appreciation to our wonderful community for the tremendous amount of support, especially from our businesses and educational partnerships provided to each of our schools. Our parents and community members have high expectations and a passion for education. Together, we have been through the worst of times and the best of times. During my 35 year history with SSUSD, I have served as a teacher, school administrator and now as Superintendent and I have always experienced an extraordinary level of support for our schools. This support has been especially meaningful to me since I am a native of this community, a product of this school system and I am very proud of the things we have been able to accomplish together.

Lastly, I want to thank our students. For those who are currently enrolled and the many generations that have passed through our schools, you have created a lifetime of memories. I am blessed and so very grateful for the experiences I have been able to have serving in this wonderful school district and community.

Respectfully,


Ernie Bell

Board of Education

Amy Castillo-Covert • Bill Farris • Tim Johnson • Kurt Rockwell • Michael Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following gifts were received: T.J. Frisbee donated bicycle helmets with an estimated cash value of \$160.00 to Monroe Middle School to be used for student needs, Alyssa Potten donated a violin with an estimated cash value of \$125.00 to be used by the Monroe Middle School orchestra, Becky McDiarmid donated a violin with an estimated cash value of \$300.00 to be used by the orchestra at James Monroe Middle School, and Annie Jorgensen made a cash donation of \$1,540.00 and a donation of 2,000 trade books, 90 teacher resource books, and educational DVDs with an estimated cash value of \$1,540.00 all to be used at Inyokern Elementary School.

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

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

9. GENERAL ADMINISTRATION

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act

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

This procedure is intended to address all of the following:

- (1) A complaint related to instructional materials as follows:
 - (A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.
 - (B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
 - (C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- (2) A complaint related to teacher vacancy or misassignment as follows:
 - (A) A semester begins and a certificated teacher is not assigned to teach the class.
 - (B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.
 - (C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- (3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between July 1 and September 30, 2018 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Sierra Sands Unified School District

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

Quarterly Report Submission Date:
(check one)

- ☐ April 1, 2018 (for period Jan 1 - Mar 31)
☐ July 1, 2018 (for period Apr 1 - Jun 30)
☒ Oct 1, 2018 (for period Jul 1 – Sep 30)
☐ Jan 1, 2019 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: October 18, 2018

Please check the box that applies:

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

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

Ernest M. Bell, Jr.

Print Name of District Superintendent

Signature of District Superintendent

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 29, 2018 of the Kern County School Boards Association

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2018-19 travel budget for the board was approved for \$22,000.

CURRENT CONSIDERATIONS: The Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on October 29, 2018 in Bakersfield. Four board members will be attending.

Dinner cost = \$42.00 x 4	\$ 168.00
Private Vehicle Mileage (226 miles @ .545 per mile)	<u>\$ 123.17</u>
Total Expense	\$ 291.17

FINANCIAL IMPLICATIONS: The travel budget for the board for 2018-19 is \$22,000. To date, however, approximately \$9,100.00 in travel costs has been approved.

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

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. Ms. Pam Smith, Assistant Superintendent of Business Services, 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

October 1, 2018

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

October 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 Footage219,583 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

October 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 Construction99%

Project Update



Construction Activities Currently in Progress:




- Paint Booth fire rating items in Building G complete.
- Testing of Building G fire alarm and fire suppression systems
- Various Phase 1 and Phase 2 Punch List operations.



BURROUGHS HIGH SCHOOL

REMAINING CONSTRUCTION thru CLOSEOUT SCHEDULE (5-weeks remaining) (9/24/18 -11/05/18)

Revised 9/24/18	September				October					November			
	3	10	17	24	1	8	15	22	29	5	12	19	26

BLDG G - Wood Shop, G-4		
FA & fire suppression systems test		
punch list, work & final		

NEW ADMINISTRATION BUILDING		
RFI 494.1 Response, correct 4-in SS lateral		
Correct 4-in. sewer lateral to (e) POC		

Pump House		
paint doors & punch list work		
paint frame & doors		

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 | 07-01-18 REV |
| • Commence Phase Two Site Work | 06-16-16 REV |
| • Complete Construction Building D | 06/30/18 REV |
| • Complete Phases One and Phase Two Site Work | 08/30/18 REV |
| • Complete New Admin Building and Canopies | 07/31/18 REV |
| • Complete Wood Shop Revisions | 08/30/18 |
| • Complete Auto Shop Canopies | 05/30/18 |

BURROUGHS HIGH SCHOOL

Notices of Completion

SIERRA SANDS UNIFIED SCHOOL DISTRICT

NOTICES OF COMPLETION (NOC)

October 18, 2018 BOARD MEETING

1	Hi Desert Construction	General Facilities	\$1,525,950.51
2	Hi Desert Construction	Wood Shop Modernization	\$144,805.00
3	Hi Desert Construction	Soil Stabilization	\$85,522.50
4	USS Cal Builders	Phase 1 Electrical and Special Systems	\$6,673,764.32
5	USS Cal Builders	Phase 2 Electrical	\$960,437.25

Total: \$9,390,479.58

BURROUGHS HIGH SCHOOL

Notices of Completion

SIERRA SANDS UNIFIED SCHOOL DISTRICT

NOTICES OF COMPLETION (NOC)

Burroughs High School

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	Hi Desert Construction	General Facilities	\$1,525,950.51
13	Hi Desert Construction	Wood Shop Modernization	\$144,805.00
14	Hi Desert Construction	Soil Stabilization	\$85,522.50
15	Horizons Construction	Site Concrete	\$1,091,218.64
16	HPS Mechanical, Inc.	Site Utilities	\$347,578.86
17	JDS Plumbing and Mechanical	Site Utilities	\$770,327.84
18	K & Z Cabinet Co., Inc.	Cabinets & Finish Carpentry	\$430,916.80
19	Kamran & Co.	Food Services Equipment	\$73,000.00
20	Letner Roofing Co.	Built Up Roofing & Asphalt Shingles	\$547,522.00
21	Meehleis Modular Buildings, Inc.	New Administration	\$2,093,792.02
22	RB Sheet Metal, Inc.	Flashing, Sheet Metal & Metal Roofing	\$622,338.32
23	Siemens Industry	Building Automated System	\$64,285.00
24	USS Cal Builders	Phase 1 Electrical and Special Systems	\$6,673,764.32
25	USS Cal Builders	Phase 2 Electrical	\$960,437.25

Total: \$29,597,833.87



New demising wall at Wood Shop/Auto Shop complete and shops in operation



Entry canopies and Flag Court at New Admin Building now complete



Improved outfall to rainwater drainage system retention pond now ready for severe weather

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT **CONSTRUCTION PHASE – SITE UTILITIES**

October 2018



Address	200 E. Drummond Ave. Ridgecrest, CA 93555
· Project Manager	Maas Dave Hall
· Architect	IBI Group Irvine, CA
· Construction Manager	Colombo Construction Co

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

October 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.
 - Gutters and downspouts installation
 - Modesty partitions installation
 - Sewer Meter Installation complete
 - Correct Lunch Shelters deviations
 - Demolition of Old Murray Structures
 - Installation of Lab Gas at Science Classrooms



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 | 6/15/18 |
| • Resolve Track Infield Turf | Maintenance Continues |
| • Install Sewer Meter | Complete 8-17-18 |
| • Demolish Old Murray Structures | Fall 2018 REV |

MURRAY MIDDLE SCHOOL

REMAINING CONSTRUCTION thru CLOSEOUT SCHEDULE (5-weeks remaining) (9/24/18 - 11/05/18)

Revised 9/24/18	September				October					November			
	3	10	17	24	1	8	15	22	29	5	12	19	26

New Murray Middle School													
fab & Install gutter & downspout													
start installation, sci lab gas sys													
install modesty walls at (3) RRs													
Site punch work (Bravo)													
Lunch Shelters, correction per NOD													
Monitor field turf: West Coast & Elite													

Old MMS - Demolition													
Cutting Edge sched, 9/18 - 11/05													
NAWS acceptance (CE sched, 11/05/18)													
Project Closeout (CE sched, 11/05/18)													

MURRAY MIDDLE SCHOOL

Notices of Completion

SIERRA SANDS UNIFIED SCHOOL DISTRICT
NOTICES OF COMPLETION (NOC)
October 18, 2018 BOARD MEETING

1	Hi Desert Construction	Soil Stabilization	\$160,354.50
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Total: \$160,354.50

MURRAY MIDDLE SCHOOL

Notices of Completion

SIERRA SANDS UNIFIED SCHOOL DISTRICT

NOTICES OF COMPLETION (NOC)

New Murray Middle School

1	Bravo Concrete Construction	General Facilities	\$786,243.70
2	Bravo Concrete Construction	General Trades	\$892,585.80
3	Bravo Concrete Construction	Site Concrete	\$1,668,052.45
4	Digital Networks Group	Fire Alarm & Low Voltage Systems	\$1,140,309.80
5	Elite Landscape	Landscaping & Irrigation	\$440,287.01
6	Griffith Co.	Asphalt Paving, Striping & Signage	\$767,715.00
7	Hi Desert Construction	Soil Stabilization	\$160,354.50
8	Innovative Construction Solutions	Remediation, Earthwork, & Site Demoliton	\$1,967,249.87
9	Kerns, Inc.	Site Utilities	\$1,179,602.24
10	Meehleis Modular Buildings, Inc.	Modular Buildings	\$20,156,638.81
11	Siemens Industry	HVAC Controls	\$297,061.70
12	T. Lindsay Inc., dba Performance Electric	Site Electrical	\$1,148,808.00

Total: \$30,604,908.88

Overall Total: \$60,202,742.75



Lunch Shade Shelters now complete



Contractor continues to maintain the Infield Turf

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into a Purchase Order with Hi Desert Construction to Provide Construction of Exterior Modesty Walls at Girls and Boys Locker Rooms at the New Murray Middle School

BACKGROUND INFORMATION: In November of 2012, the district received a grant from the Department of Defense (DoD) Office of Economic Adjustment (OEA) of 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.

CURRENT CONSIDERATIONS: During the course of design and construction it was not evident that certain compromising views into the locker rooms existed. However, at the completion of construction, it became obvious that modesty screens were necessary at the exterior of each of the locker rooms. 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 developed a scope of work and referenced existing material and installation specifications from the architect in order to request proposals and to award the work. The district contacted several outside contractors to request proposals on an informal bidding basis. Hi Desert Construction was among the contractors to respond and provided the district with a proposal that was the lowest responsive bid to complete the work.

FINANCIAL IMPLICATIONS: The amount requested to compensate Hi Desert Construction is as follows:

Total cost of new modesty walls: \$15,262.00

See attachments for details. Funding for this expense shall be 86% grant funds and 14% district match.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize district staff to enter into a purchase order for Hi Desert Construction to provide the construction of new exterior modesty walls at the girls and boys locker rooms at the new Murray Middle School.

Hi-Desert Construction

Post Office Box 70910

Reno, NV 89570

License No. CA 380676 - NV 0045124

Telephone (775) 853-7916 - Fax (775) 351-2755

To: Sierra Sands USD

ATTN: Dave Hall

Re: Murray Middle School Modesty Walls

We are proposing to provide materials and labor to construct 2 modesty walls at the boys and girls locker rooms. We will fabricate and install steel columns with base plates anchored to the concrete, frame in-between columns with steel studs and install siding over plywood to match existing buildings. Painting is included. Total price is \$15,262.00

10. CONSTRUCTION ADMINISTRATION

10.3 Approval to Enter into a Purchase Order with Griffin Excavation & Paving For Providing a New PVC SDR Sewer Lateral, 4-Inch X 110-Lf Between the Administration Building and an Existing Sewer Main at Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the phase 2 project. The approved design indicated an existing point of connection elevation that was later found to be incorrect, causing a positive flow of waste less than what code allows.

CURRENT CONSIDERATIONS: In order to meet the code requirement, a new 4-inch sewer lateral must be installed within a shorter distance than the original design indicated. Following exploratory excavation, it has been determined that a 4-inch sewer lateral can be installed under the existing electrical duct bank and over the existing 6-inch water main to a point of connection at the existing sewer main. Griffin Excavation has submitted a cost proposal for \$22,802.36 for this work.

FINANCIAL IMPLICATIONS: The Griffin Excavation & Paving quote for this work is \$22,802.36. District funds will be used to pay for 100% of this project pending research into cost recovery options.

SUPERINTENDENT'S RECOMMENDATION: Due to the necessity of completing this work expeditiously to avoid another sewage stoppage at the administration building, the superintendent recommends that the district enter into a purchase order with Griffin Excavation & Paving for the proposed installation.

Griffin Excavation & Paving, Lic 901811

1644 E Laura Ave. * Ridgecrest, CA 93555
 760.382.6047 * 760.495.5764 (fax) * www.griffinexcavation.com

10118e

Estimate**Customer**

Name S.S.U.S.D.
 Address _____
 City Ridgecrest State Ca ZIP 93555
 Phone/email _____

Misc

Date 10/2/2018
 Project: Sewer repair
 PO #: _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Saw Cut and remove existing concrete, demo steel and remove. Dispose of all concrete and steel. Excavate for new sewer Laterel and tie in to existing main behind muti purpose room. Replace concrete with 6 Inch thick concrete with rebar 12 " on center.	\$ 22,802.36	\$ 22,802.36
	note: Griffin Not responsible for relocation of any utilities that we may incur that were not potholed and depths checked prior to work. If incured there will	\$ -	\$ -
	Payment due upon completion.		

Subtotal \$ 22,802.36

\$ -

Payment

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

TOTAL \$ 22,802.36

Office Use Only

Thank you for your business!

10. CONSTRUCTION ADMINISTRATION

10.4 Approval to Enter Into a Purchase Order with the Department of Toxic Substance Control (DTSC) for the Inspection and Monitoring of the Burial Cell Site at the New Murray Middle School

BACKGROUND INFORMATION: In response to a grant received from the Department of Defense (DoD) – Office of Economic Adjustment (OEA), the district commenced construction of a new Murray Middle School. The Murray school structures are to be located on a site owned by the Navy. As part of the schematic design phase of work, an environmental assessment of the site was conducted by the district. The assessment identified certain materials in the soil that the State of California deems as toxic. While the National Environmental Protection Agency (NEPA) does not recognize this substance to be toxic, the California Environmental Quality Act (CEQA) required that the material be removed from the site before the school could be built.

CURRENT CONSIDERATIONS: In order to achieve approval of the Murray Middle School construction project from CEQA, it was necessary to enter into an agreement with the Department of Toxic Substance Control (DTSC) for oversight, inspection and monitoring of the material, which remains on site in a burial cell, covered in three feet of clean soil and behind a security fence. DTSC has provided an estimate of \$14,533.00 for the period July 1, 2018 to June 30, 2019 for this required service.

FINANCIAL IMPLICATIONS: The estimated amount of this service is \$14,533.00. The portion of this service provided prior to completion of the project will be 80% grant funds and 20% district match. All subsequent services provided by DTSC will be funded 100% by the district.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the purchase order for regulatory oversight services from DTSC for the burial cell at the new Murray Middle School be approved as submitted.



Department of Toxic Substances Control

Matthew Rodriguez
Secretary for
Environmental
Protection

Barbara Lee, Director
5796 Corporate Avenue
Cypress, California 90630

Edmund G. Brown Jr.
Governor

August 27, 2018

Christina Giraldo
Assistant Superintendent for Business Services
Sierra Sands Unified School District
113 West Felspar Avenue
Ridgecrest, CA 93555

ANNUAL COST ESTIMATE: NEW MURRAY MIDDLE SCHOOL, (SITE CODE 104727)

Dear Ms. Giraldo:

Section 25269.5 of the California Health and Safety Code requires the Department of Toxic Substances Control (DTSC) to provide a cost estimate for regulatory oversight activities at the New Murray Middle School site (Site) located at the Northwest Corner E French DR And Drummond Avenue, Ridgecrest, Kern County, California, 93555. Enclosed is a schedule of activities and estimated staff hours and costs for the Fiscal Year 2018-2019 which began on July 1, 2018 and ends June 30, 2019. The schedule and cost estimate will be updated if necessary because of changing circumstances.

Please note that this is only an estimate of projected costs. The site remains liable for all response costs incurred by DTSC pursuant to Health and Safety Code section 25360 et seq., and the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) 42 U.S.C. section 9601 et seq. DTSC reserves all rights to pursue cost recovery under any and all applicable provisions of state or federal law.

We hope this, and future cost estimates will be useful in your fiscal and project planning. If you would like to discuss the estimate, please contact me at (714) 484-5368 or by email at Shahir.Haddad@dtsc.ca.gov.

Sincerely,

Shahir Haddad, P.E.
Supervising Engineer
Brownfields Restoration and School Evaluation Branch

Enclosure [cost estimate]

cc: Aslam Shareef (via email: aslam.shareef@dtsc.ca.gov)

**Department of Toxic Substances Control
COST ESTIMATE FY 2018/2019**

SITE: NEW MURRAY MIDDLE SCHOOL (60001985)

SITE CODE: 104727

PROJECT MANAGER: ASLAM SHAREEF

THIS REW IS FILTERED TO SITE CODE(S):					FY 2018/2019															
OU NAME	AREA	ACTIVITY TITLE	DOCUMENT TYPE	START DATE	Project Manager	Supervisor	Engineering	Geology	Toxicology	Industrial Hygeine	Public Participation	Legal	CEQA	OEJTA	Financial Assurance	Admin Proj. Manager	Clerical	Travel \$	Contracts \$	
PROJECT WIDE		Site Visit	Site Inspections/Visit (Non LUR)	07/31/2018	10															
PROJECT WIDE		FY 18/19 Annual Oversight Cost Estimate	Annual Oversight Cost Estimate	08/09/2018	2	1	4									1	1			
PROJECT WIDE		O&M Report	Monitoring Report	10/31/2018	8	1	4										1			
PROJECT WIDE		O&M Report	Monitoring Report	01/31/2019	8	1	4										1			
PROJECT WIDE		O&M Report	Operations and Maintenance Report	04/15/2019	8	1	4										1			
Project Management					2															
Totals					38	4	16	0	0	0	0	0	0	0	0	1	4	\$0	\$0	
Hourly Rate					\$238	\$294	\$238	\$280	\$241	\$286	\$149	\$283	\$193			\$149	\$89			
Cost					\$9,044	\$1,176	\$3,808	\$0	\$0	\$0	\$0	\$0	\$0			\$149	\$356	\$0	\$0	
Grand Total					\$14,533															

10. CONSTRUCTION ADMINISTRATION

- 10.5 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to USS Cal Builders, Inc. to Provide Construction Services for the Electrical and Special Systems Bid Package in the Amount of \$5,788,000.00, which was Amended by Change Orders 1 through 42, Amounting to \$885,764.32 for a Total Final Contract Amount of \$6,673,764.32

BACKGROUND INFORMATION: On January 21, 2016, the district contracted with USS Cal Builders, Inc. to provide construction services to fulfill the work included in the electrical and special systems bid package toward the completion of the Burroughs High School modernization. This project is complete and all areas are in daily use.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 9200 et seq, which declares the contract is complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Jeff Roberson, and the District Architect, Mr. Kevin Boots, concur that the electrical and special systems bid package is complete and meets all City of Ridgecrest and Kern County building codes as well as standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed this project was provided at a total cost of \$6,673,764.32.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Burroughs High School modernization electrical and special systems bid package.

RECORDING REQUESTED BY:
SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED, MAIL TO:
SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 FELSPAR AVE
RIDGECREST, CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**.
3. The full address of the owner is: **113 FELSPAR AVE., RIDGECREST, CA 93555**
4. The nature of the interest or estate of the undersigned is (e.g. fee, leasehold, joint tenancy, etc.):
The District owns the improvements that are the subject of this Notice and is leasing the underlying ground from the United States Navy.
5. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on **October 18, 2018**
The work done was: **ELECTRICAL & SPECIAL SYSTEMS**
DSA Application #: **03-115512**
6. The name of the original contractor, if any, on such work of improvement was:
USS CAL BUILDERS, INC. Bid Package: **01110.18**
7. The address of the contractor is: **8051 MAIN STREET, STANTON, CA 90680**
8. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California**, and is described as follows:
SSUSD BURROUGHS HIGH SCHOOL
9. The Street address of said property is:
500 FRENCH AVENUE
RIDGECREST, CA 93555

Dated: _____

By: _____
Ernest Bell, Jr. - SSUSD Superintendent

VERIFICATION OF OWNERS

I, the undersigned, say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare, under penalty of perjury, that the foregoing is true and correct.

Ernest Bell, Jr. - SSUSD Superintendent

Date

10. CONSTRUCTION ADMINISTRATION

- 10.6 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 116826, Awarded to USS Cal Builders, Inc. to Provide Construction Services for the Phase 2 - Electrical and Special Systems Bid Package in the Amount of \$718,000.00, which was Amended by Change Orders 1 through 7, Amounting to \$242,437.25 for a Total Final Contract Amount of \$960,437.25

BACKGROUND INFORMATION: On January 21, 2016, the district contracted with USS Cal Builders, Inc. to provide construction services to fulfill the work included in the phase 2 - electrical and special systems bid package toward the completion of the Burroughs High School modernization. This project is complete and all areas are in daily use.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 9200 et seq, which declares the contract is complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Jeff Roberson, and the District Architect, Mr. Kevin Boots, concur that the phase 2 - electrical and special systems bid package is complete and meets all City of Ridgecrest and Kern County building codes as well as standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed this project was provided at a total cost of \$960,437.25.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Burroughs High School modernization phase 2 - electrical and special systems bid package.

RECORDING REQUESTED BY:
SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED, MAIL TO:
SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 FELSPAR AVE
RIDGECREST, CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**.
3. The full address of the owner is: **113 FELSPAR AVE., RIDGECREST, CA 93555**
4. The nature of the interest or estate of the undersigned is (e.g. fee, leasehold, joint tenancy, etc.):
The District owns the improvements that are the subject of this Notice and is leasing the underlying ground from the United States Navy.
5. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on **October 18, 2018**
The work done was: **PHASE 2 ELECTRICAL**
DSA Application #: **03-116826**
6. The name of the original contractor, if any, on such work of improvement was:
USS CAL BUILDERS, INC. Bid Package: **160-00**
7. The address of the contractor is: **8051 MAIN STREET, STANTON, CA 90680**
8. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California**, and is described as follows:
SSUSD BURROUGHS HIGH SCHOOL
9. The Street address of said property is:
500 FRENCH AVENUE
RIDGECREST, CA 93555

Dated: _____

By: _____
Ernest Bell, Jr. - SSUSD Superintendent

VERIFICATION OF OWNERS

I, the undersigned, say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare, under penalty of perjury, that the foregoing is true and correct.

Ernest Bell, Jr. - SSUSD Superintendent

Date

10. CONSTRUCTION ADMINISTRATION

- 10.7 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 116826 and New Murray Middle School – DSA Application Number 116198 as Awarded to Hi Desert Construction to Provide Construction Services for the Soil Stabilization Bid Package in the Amount of \$245,877.00, which was not Amended by Change Orders, for a Total Final Contract Amount of \$245,877.00
-

BACKGROUND INFORMATION: On January 21, 2016, the district contracted with Hi Desert Construction to provide construction services to fulfill the work included in the soil stabilization bid package toward the completion of the Burroughs High School modernization and the new Murray Middle School projects. This project is complete and all areas are in daily use.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 9200 et seq, which declares the contract is complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Jeff Roberson, and the District Architects, Mr. Kevin Boots and Mr. Maurice Macare, concur that the soil stabilization bid package is complete and meets all City of Ridgecrest and Kern County building codes as well as standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed this project was provided at a total cost of \$245,877.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Burroughs High School modernization and the new Murray Middle School soil stabilization bid package.

RECORDING REQUESTED BY:
SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED, MAIL TO:
SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 FELSPAR AVE
RIDGECREST, CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**.
3. The full address of the owner is: **113 FELSPAR AVE., RIDGECREST, CA 93555**
4. The nature of the interest or estate of the undersigned is (e.g. fee, leasehold, joint tenancy, etc.):
The District owns the improvements that are the subject of this Notice and is leasing the underlying ground from the United States Navy.
5. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on **October 18, 2018**
The work done was: **SOIL STABILIZATION**
DSA Application #: **03-116826 & 03-116198**
6. The name of the original contractor, if any, on such work of improvement was:
HI DESERT CONSTRUCTION
7. The address of the contractor is: **14284 CHOCO ROAD, APPLE VALLEY, CA 92307**
8. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California**, and is described as follows:
SSUSD BURROUGHS HIGH SCHOOL
9. The Street addresses of said properties are:
500 FRENCH AVENUE, RIDGECREST, CA 93555
200 DRUMMOND AVE, RIDGECREST, CA 93555

Dated: _____

By: _____
Ernest Bell, Jr. - SSUSD Superintendent

VERIFICATION OF OWNERS

I, the undersigned, say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare, under penalty of perjury, that the foregoing is true and correct.

Ernest Bell, Jr. - SSUSD Superintendent

Date

10. CONSTRUCTION ADMINISTRATION

- 10.8 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to Hi Desert Construction to Provide Construction Services for the General Facilities Bid Package in the Amount of \$1,162,187.00, which was Amended by Change Orders 1 through 21, Amounting to \$363,763.51 for a Total Final Contract Amount of \$1,525,950.51
-

BACKGROUND INFORMATION: On January 21, 2016, the district contracted with Hi Desert Construction to provide construction services to fulfill the work included in the general facilities bid package toward the completion of the Burroughs High School modernization. This project is complete and all areas are in daily use.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 9200 et seq, which declares the contract is complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Jeff Roberson, and the District Architect, Mr. Kevin Boots, concur that the general facilities bid package is complete and meets all City of Ridgecrest and Kern County building codes as well as standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed this project was provided at a total cost of \$1,525,950.51.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Burroughs High School modernization general facilities bid package.

RECORDING REQUESTED BY:
SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED, MAIL TO:
SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 FELSPAR AVE
RIDGECREST, CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**.
3. The full address of the owner is: **113 FELSPAR AVE., RIDGECREST, CA 93555**
4. The nature of the interest or estate of the undersigned is (e.g. fee, leasehold, joint tenancy, etc.):
The District owns the improvements that are the subject of this Notice and is leasing the underlying ground from the United States Navy.
5. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on **October 18, 2018**.
The work done was: **GENERAL FACILITIES**
DSA Application #: **03-115512**
6. The name of the original contractor, if any, on such work of improvement was:
HI DESERT CONSTRUCTION Bid Package: **01110.01**
7. The address of the contractor is: **14284 CHOCO ROAD, APPLE VALLEY, CA 92307**
8. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California**, and is described as follows:
SSUSD BURROUGHS HIGH SCHOOL
9. The Street address of said property is:
500 FRENCH AVENUE
RIDGECREST, CA 93555

Dated: _____

By: _____
Ernest Bell, Jr. - SSUSD Superintendent

VERIFICATION OF OWNERS

I, the undersigned, say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare, under penalty of perjury, that the foregoing is true and correct.

Ernest Bell, Jr. - SSUSD Superintendent

Date

10. CONSTRUCTION ADMINISTRATION

- 10.9 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 116826, Awarded to Hi Desert Construction to Provide Construction Services for the Wood Shop Bid Package in the Amount of \$144,805.00, which was not Amended by Change Orders, for a Total Final Contract Amount of \$144,805.00
-

BACKGROUND INFORMATION: On January 21, 2016, the district contracted with Hi Desert Construction to provide construction services to fulfill the work included in the wood shop bid package toward the completion of the Burroughs High School modernization. This project is complete and all areas are in daily use.

CURRENT CONSIDERATIONS: The final step in completion of this contractual obligation is to file a Notice of Completion for this project with the County of Kern, in accordance with *Government Code* section 9200 et seq, which declares the contract is complete. Board of Education approval is required to complete this process. The Inspector of Record, Mr. Jeff Roberson, and the District Architect, Mr. Kevin Boots, concur that the wood shop bid package is complete and meets all City of Ridgecrest and Kern County building codes as well as standards established by the Division of the State Architect (DSA) and the Sierra Sands Unified School District.

FINANCIAL IMPLICATIONS: There is no cost to take this action, however, as completed this project was provided at a total cost of \$144,805.00.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the Notice of Completion for the Burroughs High School modernization wood shop bid package.

RECORDING REQUESTED BY:
SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND WHEN RECORDED, MAIL TO:
SIERRA SANDS UNIFIED SCHOOL DISTRICT
ATTN: PURCHASING
113 FELSPAR AVE
RIDGECREST, CA 93555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is **SIERRA SANDS UNIFIED SCHOOL DISTRICT**.
3. The full address of the owner is: **113 FELSPAR AVE., RIDGECREST, CA 93555**
4. The nature of the interest or estate of the undersigned is (e.g. fee, leasehold, joint tenancy, etc.):
The District owns the improvements that are the subject of this Notice and is leasing the underlying ground from the United States Navy.
5. A work of improvement on the property hereinafter described was completed and accepted by the SSUSD Board of Education on **October 18, 2018**
The work done was: **WOOD SHOP MODI**
DSA Application #: **03-116826**
6. The name of the original contractor, if any, on such work of improvement was:
HI DESERT CONSTRUCTION
7. The address of the contractor is: **14284 CHOCO ROAD, APPLE VALLEY, CA 92307**
8. The property on which said work of improvement was completed is in the **City of Ridgecrest, County of Kern, State of California**, and is described as follows:
SSUSD BURROUGHS HIGH SCHOOL
9. The Street address of said property is:
500 FRENCH AVENUE
RIDGECREST, CA 93555

Dated: _____

By: _____
Ernest Bell, Jr. - SSUSD Superintendent

VERIFICATION OF OWNERS

I, the undersigned, say: I am Superintendent for the SIERRA SANDS UNIFIED SCHOOL DISTRICT. I have read said Notice of Completion and certify that the same is true of my own knowledge. I declare, under penalty of perjury, that the foregoing is true and correct.

Ernest Bell, Jr. - SSUSD Superintendent

Date

11. BUSINESS ADMINISTRATION

11.1 Approval of 2018 School Fee Justification Study and Adoption of Resolution #7 1819 to Increase Statutory School Fees (Developer Fees)

BACKGROUND INFORMATION: On January 24, 2018, the State Allocation Board acted to increase the Level I Statutory School Fee amounts for both residential and commercial/industrial construction pursuant to education Code Section 17620 and Government Code 65995. For Unified School Districts, the Level I fee for residential construction was increased to \$3.79 per square foot of new residential construction. The Level I fee for commercial/industrial construction was increased to \$0.61 per square foot of new commercial/industrial construction.

CURRENT CONSIDERATIONS: Pursuant to Government Code 65995, Statutory School Fees may be increased in every even year to account for changes in the construction cost index. In order for a school district to assess the new Level I fees, it must prepare and adopt a School Fee Justification Study. A School Fee Justification Study was performed by Koppel and Gruber Public Finance; a copy of the study is attached. A Notice of Public Hearing was published in the Daily Independent newspaper on October 5, 2018, and October 12, 2018, and a public hearing was held at the regular Board Meeting of October 18, 2018. If approved, the new Level I fees will go into effect sixty (60) days after adoption, on December 17, 2018.

FINANCIAL IMPLICATIONS: There is no direct fiscal impact to the district's general fund as a result of approving this item. Approval of this item allows the district to collect the maximum legal level of fees assessed against residential and commercial development. Fees are deposited in Fund 25 – Capital Facilities Fund (Developer Fees).

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the 2018 School Fee Justification Study and adopt Resolution #7 1819 to increase current Statutory School Fees (Developer Fees) to \$3.79 per square foot for residential construction; \$0.61 per square foot for all categories of commercial/industrial development except for properties that are classified as shopping centers, industrial parks/warehousing, rental self-storage, and hospitality (lodging) properties; \$0.46 per square foot for shopping centers; \$0.31 per square foot for industrial parks/warehousing; \$0.01 per square foot for rental self-storage properties; and \$0.26 per square foot for hospital/lodging, as presented.

RESOLUTION #7 1819

RESOLUTION OF THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT APPROVING AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Board of Education (“Board”) of the Sierra Sands Unified School District (“District”) provides for the educational needs for transitional kindergarten (TK) to 12th grade students; and

WHEREAS, on January 24, 2018, the State Allocation Board (“SAB”) authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Three and 79/100 Dollars (\$3.79) per square foot for assessable space of new residential construction (“Residential Statutory School Fees”) and Sixty-One Cents (\$0.61) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (“Commercial/Industrial Fees” and collectively “Statutory School Fees”), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities (“School Facilities”) to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered a report entitled, School Fee Justification Study (“Study”), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of

students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on October 18, 2018; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional,

reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for the construction or reconstruction of School Facilities in the District because new students will be generated from new residential construction within the District and these students cannot be housed by the District without causing the District to incur additional costs to construct School Facilities and/or reconstruct existing School Facilities.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by

category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund ("Fund") of the District has been created or is authorized to be established for all monies received by the District for the deposit of Statutory School Fees imposed on construction within the District and that said Fund at all times has been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. That the Board finds that the monies of the separate Fund described in Section 12, consisting of the proceeds of Statutory School Fees has been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board is hereby justified in levying the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- a. Three and 79/100 Dollars (\$3.79) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.

b. Sixty-one Cents (\$0.61) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board is hereby justified in levying the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the amount of Sixty-one Cents (\$0.61) per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction, except for properties that are classified as shopping centers, industrial parks/warehousing, rental self-storage, and hospitality (lodging) properties. The maximum applicable Statutory School Fees that may be levied per square foot of chargeable covered and enclosed space is: Forty-Six Cents (\$0.46) for shopping centers, Thirty-One Cents (\$0.31) for industrial parks/warehousing, One Cent (\$0.01) for rental self-storage properties, and Twenty-Six Cents (\$0.26) for hospitality (lodging) properties.

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into the Fund identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the City of Ridgecrest, the Counties of San Bernardino and Kern (collectively, "Counties"), and the Office of Statewide Health Planning and Development ("OSHDP") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the City of Ridgecrest, Counties, and the OSHDP that new residential and commercial/industrial construction is subject to the Statutory School Fees changed pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance ("Certificate of Compliance") from the District

demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code Section 17621(e)(2).

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate County, City or OSHPD shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the change in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

PASSED and ADOPTED this 18th day of October, 2018, by the Sierra Sands Unified School District, of the County of Kern and the County of San Bernardino, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Education
Sierra Sands Unified School District



SCHOOL FEE JUSTIFICATION STUDY

OCTOBER 18, 2018

PREPARED FOR:

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 WEST FELSPAR,
RIDGECREST, CA 93555
T. 760.499.1600**

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288

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EXECUTIVE SUMMARY

Education Code Section 17620 authorizes the governing board of a school district to levy school fees to offset the impacts to school facilities from new residential and commercial/industrial construction and reconstruction. In order to levy Level I fees (statutory fees), a school district must prepare and adopt a school fee justification study pursuant to the provisions of Education Code Section 17620 and Sections 65995 and 66001 of the Government Code. The school fee justification study serves as the basis for justifying the levy of Level I fees and presents and documents the nexus findings required by State law.

This School Fee Justification Study (“Study”) has been prepared for the Sierra Sands Unified School District (“School District”) to demonstrate the relationship between new residential and commercial/industrial development and the School District’s need for the construction of school facilities, the cost of the school facilities, modernization of existing school facilities, and the per square foot amount of Level I fees (“School Fees”) that may be levied by the School District on residential and commercial/industrial development in accordance with applicable law.

The State Allocation Board (“SAB”) reviews and may adjust the maximum authorized School Fees every January in even-numbered years. The SAB increased the Level I fee on January 24, 2018 and the maximum School Fees authorized by Education Code Section 17620 are currently \$3.79 per square foot for residential construction/reconstruction and \$0.61 per square foot for commercial/industrial construction. The School District currently collects Level I school fees in the amount of \$3.48 per square foot for residential construction/reconstruction and up to \$0.56 per square foot for commercial/industrial construction. The levy of such Level I school fees were justified by the findings presented in the Developer Fee Study prepared for the School District and dated July 27, 2016 (“2016 Fee Study”). Based on the findings presented in this Study, the School District is justified in collecting Level I school fees at an amount equal to the maximum authorized School Fees of \$3.79 per square foot for residential construction/reconstruction and up to \$0.61 per square foot for categories of commercial/industrial development. The findings are summarized below:

RESIDENTIAL DEVELOPMENT

New residential development in the School District is projected over the next ten (10) years. Based on School District-wide student generation rates and the projected development of residential dwelling units within the School District, such development could generate an estimated 228 new students over the next ten (10) years. The projected student enrollment supports construction or reconstruction of school facilities and/or expansion of existing school facilities. The school facilities cost impact per residential square foot attributable to students generated from new residential construction as determined in this Study is shown in the following table.

The cost impact per square foot shown in Table E-1 below exceeds the current maximum authorized residential School Fee of \$3.79. Therefore, the School District is reasonably justified in levying a Level I School Fee in an amount up to but not exceeding \$3.79 per square for residential development (“Applicable Residential School Fee”).

TABLE E-1
RESIDENTIAL SCHOOL FACILITIES COST IMPACTS/
APPLICABLE SCHOOL FEE

IMPACT PER SQUARE FOOT	APPLICABLE SCHOOL FEE PER SQUARE FOOT
\$3.93	\$3.79

COMMERCIAL/INDUSTRIAL DEVELOPMENT

As commercial/industrial properties develop new jobs are created. Many of the employees working at the new jobs will move into the School District boundaries, thereby increasing the need for new residential development and further impacting the School District's facilities. School Fees may be imposed on commercial/industrial development if the school fees collected on residential development are insufficient to provide adequate school facilities for students generated as a result of new development and nexus findings are presented that justify the imposition of the commercial/industrial school fee.

Section 17621(e)(1)(B) of the Education Code requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. This code section further adds that employee generation estimates shall be based on the applicable employee generation estimates set forth in the January 1990 edition of "San Diego Traffic Generator Study" ("Traffic Study"), a report by San Diego Association of Governments ("SANDAG"). The school facilities cost impacts per commercial/industrial square foot as determined in this Study are shown in Table E-2 by commercial/industrial land use type (each commercial/industrial category is further described in Appendix "A"). The cost impacts per square foot for each category of commercial/industrial development are equal to or exceed the maximum authorized School Fee of \$0.61 per square foot, except for Industrial Parks/Warehousing/Manufacturing, Shopping centers, Rental Self-Storage, and Hospitality (Lodging) development. Therefore, the School District is justified in levying commercial/industrial School Fees on new commercial/industrial development in an amount up to but not exceeding the maximum authorized School Fee of \$0.61 per square foot ("Applicable Com/Ind. School Fees"). The Applicable Com/Ind. School Fees may be imposed on new commercial/industrial construction or reconstruction classified as Industrial Parks/Warehousing/Manufacturing, Shopping Centers, Rental Self-Storage, and Hospitality (Lodging) at the respective net cost impacts per square foot determined herein.

TABLE E-2
COMMERCIAL/INDUSTRIAL SCHOOL FACILITIES COST IMPACTS/APPLICABLE SCHOOL FEES

COMMERCIAL/INDUSTRIAL CATEGORY	IMPACT PER SQUARE FOOT	APPLICABLE SCHOOL FEE PER SQUARE FOOT
Banks	\$0.64	\$0.61
Shopping Centers	\$0.46	\$0.46
Industrial Business Parks	\$0.79	\$0.61
Industrial Parks/ Warehousing/ Manufacturing	\$0.31	\$0.31
Rental Self-Storage	\$0.01	\$0.01
Research & Development	\$0.69	\$0.61
Hospitality (Lodging)	\$0.26	\$0.26
Commercial Offices (Standard)	\$1.08	\$0.61
Commercial Offices (Large High Rise)	\$1.03	\$0.61
Corporate Offices	\$0.61	\$0.61
Medical Offices	\$0.97	\$0.61

SECTION I. INTRODUCTION

A. PURPOSE OF THE STUDY

The purpose of this Study is to determine if a reasonable relationship exists between new residential and commercial/industrial development and the School District's need for the construction and/or reconstruction of school facilities. The findings presented in this Study have been made pursuant to and in compliance with Education Code Section 17620 and Government Code Section 66001 *et seq.* and serve as a basis for determining such a relationship.

B. GENERAL DESCRIPTION OF THE SCHOOL DISTRICT

The School District serves the City of Ridgecrest, in addition to unincorporated portions of Kern and San Bernardino Counties. It serves a total population of approximately 5,105 students at the transitional kindergarten (TK) through 12th grade levels. The School District currently operates six (6) elementary schools, two (2) middle schools, one (1) high school, and one (1) continuation high school.

SECTION II. LEGISLATION AND LEGAL REQUIREMENTS

This section discusses the legislative history of the Level I Fee.

Assembly Bill (“AB”) 2926 enacted by the State in 1986, also known as the “1986 School Facilities Legislation” granted school districts the right to levy fees in order to offset the impacts to school facilities from new residential and commercial development. Originally set forth in Sections 53080 and 65995 of the Government Code, AB 2926 authorized statutory school fees to be levied, commencing January 1, 1987, in the amount of \$1.50 per square foot of new residential assessable space and \$0.25 per square foot of enclosed commercial or industrial assessable space. AB 2926 also provided for an annual increase of the statutory fees based on the Statewide cost index for Class B construction, as determined by the SAB. The provisions of AB 2926 have since been amended and expanded.

AB 1600 was enacted by the State legislature in 1987 and created Government Code Sections 66000 *et seq.* These sections require a public agency to satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

AB 181, enacted in 1989, established new requirements for school districts levying school fees and also re-codified Government Code Section 53080 *et seq.* as Education Code Section 17620 *et seq.* The additional provisions established by AB 181 imposed more stringent nexus requirements which must be satisfied by school districts prior to levying school fees, especially with respect to commercial/industrial school fees. Additionally, AB 181 provided that the maximum school fees for residential and commercial/industrial development be subject to an increase every two (2) years rather than annually.

In 1998, Governor Wilson signed into law Senate Bill 50 (“SB 50”), the Leroy F. Greene School Facilities Act of 1998, which reformed State’s School Building Program and developer school fee legislation. A significant provision of SB 50 provides school districts the option of adopting alternative school fees (also known as Level II and Level III fees) in excess of the Level I fee

upon meeting certain requirements. SB 50 also placed a \$9.2 billion State Bond measure on the November 3, 1998 ballot (Proposition 1A). With the passage of Proposition 1A in November 1998, SB 50 became operative.

SB 50 also limited the power of cities and counties to require mitigation of school facilities impacts as a condition of approving new development and suspended the court cases known as Mira-Hart-Murrieta. The Mira-Hart-Murrieta cases previously permitted school districts to collect mitigation fees in excess of school fees under certain circumstances.

On November 5, 2002, California voters passed Proposition 47, which authorized the issuance of \$13.05 billion in State bonds and also enacted AB 16, which provided for additional reformation of the School Building Program. AB 16, among other items, clarified that if the SAB is no longer approving apportionments for new construction due to the lack of funds available for new school facilities construction, a school district may increase its Level II Fee to the Level III Fee. With the issuance of the State bonds authorized by the passage of Proposition 47, this section of AB 16 became inoperable.

In addition, Proposition 55 was approved on March 2, 2004, which authorized the sale of \$12.3 billion in State bonds. Furthermore, California voters approved Proposition 1D in the general election held on November 7, 2006. Proposition 1D authorized the issuance of \$10.4 billion in State bonds.

Most recently, California voters approved Proposition 51 (the California Public School Facility Bonds Initiative) in the general election held on November 8, 2016, authorizing the issuance of \$9 billion in bonds to fund the improvement and construction of school facilities for K-12 schools and community colleges.

SECTION III. PROJECTED UNHOUSED STUDENTS AND FACILITY REQUIREMENTS

The objective of this Study is to determine if a nexus exists between future residential and commercial/industrial development and the need for school facilities. In addition, the Study aims to identify the costs of such required school facilities and determine the amount of School Fees that can be justifiably levied on residential and commercial/industrial development according to the estimated impacts caused by such development. This section evaluates whether existing school facilities can accommodate students generated from future residential development, projects student enrollment based on anticipated residential growth, and estimates the costs of school facilities required to accommodate new residential growth. The findings determined in this section are used in following sections to evaluate the cost impact per square foot for new residential and commercial/industrial property. Although many of the figures in this section are primarily derived from residential development projections and impacts, they are adjusted in Section V. to evaluate the impact of commercial/industrial development.

A. SCHOOL DISTRICT CAPACITY AND CURRENT STUDENT ENROLLMENT

The School District's existing school facilities capacity and student enrollment were evaluated in order to determine if there is available capacity to house students generated by new residential and commercial/industrial development.

The School District currently operates six (6) elementary schools, two (2) middle schools, one (1) high school, and one (1) continuation high school. These facilities have an estimated capacity of 4,622 seats, after the exclusion of small, unavailable and portable classrooms. Since the intent of School Facilities Program is to provide funding for the construction of new permanent facilities or the replacement of portable classrooms with permanent facilities to provide adequate housing for students, gross classroom inventory is first adjusted to exclude all 66 portable classrooms from capacity estimates. Further support for the exclusion of small classrooms is offered by the California Code of Regulations Section 1859.32, which allows for the exclusion of classrooms with an interior of less than 700 square feet. Therefore, twenty-one classrooms with less than 700 square feet of interior space were not included for the purpose of this study.

Further, another twenty teaching stations were determined to be unavailable to house students on the Rand Elementary and Vieweg Adult School sites. The School District is planning to sell the Rand Elementary school site, and is using the Vieweg Adult School site as interim administrative space. While current plans anticipate the reopening of the Vieweg site as an elementary school to accommodate projected student growth at a future date, improvements are necessary to restore the facilities as adequate teaching stations as well as to bring facilities into compliance with the American Disabilities Act; thus, at this time the facilities are deemed inadequate and are not counted as eligible teaching stations.

The School District facilities capacity is determined based on loading standards provided by the School District and set uniformly across schools within the district. The School District applies loading standards of 24 students per teaching station for K to 5th grade classrooms; 27 students per teaching station for 6th to 12th grade classrooms; 18 students

per teaching station for continuation high school students; 9 students per teaching station for severe special day class students; and 13 students per classroom for non-severe special day class students. Appendix “B” provides a more detailed breakout of eligible facilities capacity.

Based on October 2017 California Basic Educational Data System (CBEDS) data, the student enrollment of the School District is 5,105 students. The School District’s enrollment as of October 2017 is summarized in Appendix “C”. Current available capacity is calculated by subtracting current student enrollment from existing school facilities capacity for each school level. This operation results in a capacity shortfall of 483 seats. The existing school facilities available capacity determination is shown in Table 1.

TABLE 1
FACILITIES CAPACITY AND STUDENT ENROLLMENT

SCHOOL LEVEL	EXISTING FACILITIES CAPACITY	STUDENT ENROLLMENT (OCTOBER 2017) ¹	AVAILABLE/ (DEFICIT) CAPACITY
Elementary School (TK-5)	2,007	2,410	(403)
Middle School (6-8)	988	1,148	(160)
High School (9-12)	1,627	1,547	80
Total	4,622	5,105	(483)

[1] Appendix “B” provides a detailed breakout of the facility capacity determination.

B. PROJECTED UNHOUSED STUDENTS

1. Projected Residential Units

In order to estimate the development of projected residential units over the next ten (10) years, Koppel & Gruber Public Finance (“KGPF”) tracks planned and current building activity within the School District. The Land Use Services Department of the County of San Bernardino and the Public Works Department of the County of Kern both maintain permit application databases, which KGPF utilized to track developments occurring within the unincorporated parts of the School District. KGPF further examined recent City of Ridgecrest Planning Commission agendas for projects currently under consideration. It was then extrapolated that residential projects currently under review or permitted for construction could be reasonably expected to reach completion in the next ten years.

Based on the information collected, it is estimated the School District could experience the development of 886 residential units over the next ten (10) years (“Projected Units”). The Projected Units are summarized by residential category in Table 2 below. Units classified as single family detached (“SFD”) are those units with no common walls; single family attached (“SFA”) are those units sharing a common wall each having a unique assessor’s parcel (e.g. townhouses, condominiums, etc.); and multi-family units (“MF”) are those units which share a single assessor’s parcel and share a common wall (e.g. apartments, duplexes, etc.).

TABLE 2
PROJECTED UNITS

RESIDENTIAL CATEGORY	PROJECTED UNITS
Single-Family Detached (SFD)	370
Single-Family Attached (SFA)	123
Multi-Family (MFA)	393
TOTAL	886

2. Student Generation Rates

In order to calculate student generation rates (“SGRs”), KGPF obtained property characteristic data from the San Bernardino and Kern County Assessor’s Offices. Parcels in the data file were classified by unit type (SFD, SFA and MF) and residential parcels were extracted.

KGPF then obtained a student database from the School District, which contained the school attended, grade level and physical address information for each student enrolled in the School District. The student database is reflective of student enrollment information as of October 2017. The student enrollment address information was matched to the address (situs address) information of parcels in the County property characteristic database. The number of students matched to properties were then compared to total housing stock for each residential type within the School District. Table 3 provides a summary of the SGRs by residential category. A more detailed analysis of the SGR determinations is contained within Appendix “E”.

TABLE 3
STUDENT GENERATION RATES

SCHOOL LEVEL	SFD UNITS	SFA UNITS	MF UNITS
Elementary School (TK-5)	0.1560	0.1466	0.0783
Middle School (6-8)	0.0794	0.0540	0.0428
High School (9-12)	0.1102	0.0759	0.0473
TOTAL	0.3456	0.2765	0.1684

3. Projected Student Enrollment

Projected student enrollment was determined by multiplying the SGRs in Table 3 by the number of Projected Units shown in Table 2. A total of 228 students are estimated to be generated from Projected Units. The projected student enrollment by school level is summarized in Table 4.

TABLE 4
PROJECTED STUDENT ENROLLMENT BY SCHOOL LEVEL

SCHOOL LEVEL	TOTAL PROJECTED STUDENTS
Elementary School (TK-5)	107
Middle School (6-8)	52
High School (9-12)	69
Total	228

4. Projected Unhoused Students

As shown in Table 1, based on the number of adequate and eligible teaching stations and School District loading standards, the School District is currently operating with a capacity deficit at the Elementary and Middle School levels, and will need to expand existing facilities in order to house both current enrollment and Projected Student Enrollment moving forward. Table 1 demonstrates available capacity at the high school level, where it is recognized significant capital improvements were recently completed; however, ongoing capital improvements are expected to be required in coming years for the long-term use of the existing facilities and to adequately house student enrollment, inclusive of student enrollment generated from new development. Therefore, as a result and for the purposes of this analysis, no adjustments for available seats is provided at all school levels. Table 5 shows the number of Projected Unhoused Students over the next ten-year enrollment period.

TABLE 5
PROJECTED UNHOUSED STUDENTS

SCHOOL LEVEL	PROJECTED STUDENT ENROLLMENT	AVAILABLE SEAT ADJUSTMENT	PROJECTED UNHOUSED STUDENTS
Elementary School (TK-5)	107	0	105
Middle School (6-8)	52	0	52
High School (9-12)	69	0	69
TOTAL	228	0	228

C. FACILITIES NEEDS COSTS AND ESTIMATED PER STUDENT COST

1. Facilities Needs

Based on the capacity determination in Table 1, the School District is currently operating at a capacity deficit of 483 seats. Hence, School Fees will be necessary to fund the expansion of existing facilities and replacement of portable classrooms with permanent facilities to both better serve the existing student base and accommodate projected increases in enrollment. At this time of writing, the School District has issued a request for proposals to complete a District Long Range Facilities Master Plan, which will guide facilities planning for the next ten years.

Currently, the School District has plans to modernize the Richmond Elementary School site and convert Vieweg Adult School (which is currently utilized as administrative space) into an active elementary school.

2. Estimated per Student Cost

At the Elementary School and Middle School levels, the estimated total cost impact per student to construct new school facilities to house Projected Unhoused Students were based on averaged and inflation-adjusted construction costs per square foot for new classroom facilities reported in the 2014 and 2018 Fee Justification Studies for Wasco Union Elementary School District¹ and Mojave Unified School District², respectively. The estimated cost per square foot was then multiplied by the square footage requirements per student as determined by the California Department of Education Report on Complete Students, dated May 23, 2007, which results in the Total Facilities Cost Impact Per Student/Seat.

Total Facilities Cost Impacts Per Seat/Student were calculated separately at the high school level, since costs associated with housing the Projected Student Enrollment at that level are expected to be related to modernization efforts, rather than new facilities construction projects. The Office of Public School Construction (“OPSC”) provides grant amounts established by Senate Bill 50 (“SB50”) on an allowance per pupil for school facilities projects. These grant amounts are adjusted annually for inflation in labor and construction costs, are applicable to school districts across the State, and serve as a baseline for State funding apportionments. Therefore, the estimated facilities cost impacts per student are derived from the SB 50 modernization grants at the high school level. The estimated Total Facilities Cost Impacts per Student, are shown in Table 6 by school level. Further detail on how these costs were calculated is available in Appendix “E”.

¹ Koppel & Gruber Public Finance. *2014 School Fee Justification Study*. Wasco, CA: Wasco Union Elementary School District, 2014. Print.

² Jack Schreder & Associates, Inc. *Level I Developer Fee Study for Mojave Unified School District*. Mojave, CA: Mojave Unified School District, 2018. Web. 17 September 2018.

TABLE 6
FACILITIES COST IMPACT PER STUDENT

SCHOOL LEVEL	TOTAL FACILITIES COST IMPACT PER SEAT/STUDENT
Elementary School (TK-5)	\$28,689
Middle School (6-8)	\$31,440
High School (9-12)	\$12,484

SECTION IV. PROJECTED IMPACT OF RESIDENTIAL DEVELOPMENT

The following section presents the school facility impact analysis for new residential development and provides a step-by-step calculation of the estimated per residential square foot cost impact.

To determine the school facilities cost impact per square foot of residential development, first the Facilities Cost Impact per Student/Seat determined in Table 6 is multiplied by the Projected Unhoused Students as shown in Table 5. The result of this computation is shown in Table 7 and reflects the estimated school facilities cost impact to house Projected Unhoused Students.

TABLE 7
FACILITIES COST IMPACT

SCHOOL LEVEL	FACILITIES COST IMPACT PER SEAT/STUDENT	PROJECTED UNHOUSED STUDENTS	FACILITIES COST IMPACT PER RESIDENTIAL UNIT
Elementary School (K-5)	\$28,689	107	\$3,069,723
Middle School (6-8)	\$31,440	52	\$1,634,880
High School (9-12)	\$12,484	69	\$861,396
TOTAL			\$5,565,999

The total school facilities impact shown in Table 7 above was then divided by the number of Projected Units shown in Table 2 to determine the school facilities cost per residential unit. The costs per residential unit is shown in Table 8.

TABLE 8
SCHOOL FACILITIES COST PER RESIDENTIAL UNIT

TOTAL FACILITIES COST IMPACT	PROJECTED UNITS	FACILITIES COST IMPACT PER RESIDENTIAL UNIT
\$5,565,999	886	\$6,282

The school facilities cost impact per residential square foot is calculated by dividing the school facilities cost per residential unit determined in Table 8 by the weighted average square footage of a residential unit. This calculation is shown in Table 9. Square footage information for residential units constructed within the School District was derived from Zillow, Inc. listings data as well as architectural plans for planned developments.

TABLE 9
SCHOOL FACILITIES COST PER RESIDENTIAL SQUARE FOOT

FACILITIES COST IMPACT PER RESIDENTIAL UNIT	WEIGHTED AVERAGE SQUARE FOOTAGE	FACILITIES COST PER RESIDENTIAL SQUARE FOOT
\$6,282	1,599	\$3.93

The school facilities impact per residential square foot determined in Table 9 is greater than the current maximum authorized residential School Fees of \$3.79 per square foot; therefore, the School District is justified in levying up to but not exceeding the maximum authorized amount for residential construction and reconstruction.

SECTION V. COMMERCIAL/INDUSTRIAL SCHOOL IMPACT ANALYSIS

The following section presents the school facilities impact analysis for new commercial/industrial development and provides a step-by-step calculation of the estimated per commercial/industrial square foot cost impact.

A. EMPLOYEE GENERATION

In the course of making the nexus findings to justify School Fees levied on commercial/industrial development, Education Code Section 17621(e)(1)(B) requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. As mentioned in the Executive Summary, for purposes of making such determination this code section further sets out that the employee generation estimates be based on the applicable estimates set forth in the Traffic Study published by SANDAG.

The employee generation estimates per 1,000 square feet of development derived from the Traffic Study are listed by commercial/industrial land use category in Table 10 below. The land use categories listed are based on those categories described in the Traffic Study and include land uses recommended by the provisions of Education Code Section 17621(e)(1)(B).

TABLE 10
EMPLOYEE GENERATION PER 1,000 SQUARE FEET
OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	AVERAGE SQUARE FOOTAGE PER EMPLOYEE	EMPLOYEES PER 1,000 SQUARE FEET
Banks	354	2.8253
Shopping Centers	489	2.0464
Industrial Business Parks	284	3.5156
Industrial Parks/Warehousing	742	1.3473
Rental Self-Storage	15,541	0.0643
Research & Development	329	3.0408
Hospitality (Lodging)	883	1.1325
Commercial Offices (Standard)	209	4.7897
Commercial Offices (Large High Rise)	220	4.5442
Corporate Offices	372	2.6848
Medical Offices	234	4.2654

Source: San Diego Traffic Generator Study, January 1990 Edition; SANDAG.

B. RESIDENTIAL IMPACT

1. Households

To evaluate the impact of commercial/industrial development on School District facilities, the employee generation estimates listed in Table 10 were first used to determine the impact of commercial/industrial development on a per household basis. Based on information obtained from the U.S. Census Bureau³, there are approximately 0.65 employed persons per household on average for households located within the School District. Dividing the employee generation estimates listed in Table 10 by 0.65 results in the estimated number of households per 1,000 square feet of commercial/industrial development (“Total Household Impact”).

The Total Household Impact determined in the preceding paragraph takes into consideration all employees generated from commercial/industrial development. Since some of those employees will live outside the School District and therefore will have no impact on the School District, the figures are adjusted to reflect only those households within the School District occupied by employees generated from commercial/industrial development built within the School District. It is estimated that approximately 64.1%⁴ of employees both live and work within the School District. Multiplying the Total Household Impact by 64.1% results in the households within the School District impacted per 1,000 square feet commercial/industrial development. The results of these computations are shown in Table 11.

³ Data for the District was drawn from the Home Area Analysis of 2015 Longitudinal Origin-Destination Employment Statistics and the 2016 American Community Survey 5-Year Estimates: S2502-Demographic characteristics for occupied housing units and DP03-Selected economic characteristics.

⁴ 2016 American Community Survey 5-Year Estimates: S0801-Worked in place of residence.

TABLE 11
IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON
HOUSEHOLDS WITHIN THE SCHOOL DISTRICT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.
Banks	2.7862
Shopping Centers	2.0180
Industrial Business Parks	3.4670
Industrial/Warehousing/Manufacturing	1.3286
Rental Self-Storage	0.0635
Research & Development	2.9987
Hospitality (Lodging)	1.1168
Commercial Offices (Standard)	4.7233
Commercial Offices (Large High Rise)	4.4813
Corporate Offices	2.6476
Medical Offices	4.2063

2. Household Student Generation

The student generation impacts per 1,000 square feet of commercial/industrial development were calculated by multiplying the household impacts shown in Table 11 by blended student generation rates. The result of this calculation is shown in Table 12. The determination of the student generation rates is shown and described in Appendix “E” of this Study.

TABLE 12
STUDENT GENERATION PER 1,000 SQUARE FEET OF
COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL	TOTAL STUDENT GENERATION
Banks	0.3349	0.1661	0.2159	0.7169
Shopping Centers	0.2426	0.1203	0.1564	0.5193
Industrial Business Parks	0.4167	0.2066	0.2687	0.8920
Industrial/Warehousing/ Manufacturing	0.1597	0.0792	0.1030	0.3419
Rental Self-Storage	0.0076	0.0038	0.0049	0.0163
Research & Development	0.3604	0.1787	0.2324	0.7715
Hospitality (Lodging)	0.1342	0.0666	0.0866	0.2874
Commercial Offices (Standard)	0.5677	0.2815	0.3661	1.2153
Commercial Offices (Large High Rise)	0.5387	0.2671	0.3473	1.1531
Corporate Offices	0.3182	0.1578	0.2052	0.6812
Medical Offices	0.5056	0.2507	0.3260	1.0823

C. NET IMPACT PER COMMERCIAL/INDUSTRIAL SQUARE FOOT

1. Cost Impact

To estimate the school facilities costs required to house new students as a result of additional commercial/industrial development, the total school facilities cost per student was determined by multiplying the cost per student summarized in Table 6 by the total student generation impacts calculated in Table 12. The school facilities cost impacts are shown in Table 13 by commercial/industrial development category.

TABLE 13
SCHOOL FACILITIES COSTS PER 1,000 SQUARE FEET OF
COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	ELEMENTARY SCHOOL	MIDDLE SCHOOL	HIGH SCHOOL	TOTAL COST IMPACT
Banks	\$9,608	\$5,222	\$2,695	\$17,525
Shopping Centers	\$6,960	\$3,782	\$1,952	\$12,694
Industrial Business Parks	\$11,955	\$6,496	\$3,354	\$21,805
Industrial/Warehousing/Manufacturing	\$4,582	\$2,490	\$1,286	\$8,358
Rental Self-Storage	\$218	\$119	\$61	\$398
Research & Development	\$10,340	\$5,618	\$2,901	\$18,859
Hospitality (Lodging)	\$3,850	\$2,094	\$1,081	\$7,025
Commercial Offices (Standard)	\$16,287	\$8,850	\$4,570	\$29,707
Commercial Offices (Large High Rise)	\$15,455	\$8,398	\$4,336	\$28,189
Corporate Offices	\$9,129	\$4,961	\$2,562	\$16,652
Medical Offices	\$14,505	\$7,882	\$4,070	\$26,457

2. Residential Fee Offsets

New commercial/industrial development within the School District will generate new employees, thereby increasing the need for new residential development to house those employees living in the School District. Applicable residential school fees adopted by the School District under applicable law will also be imposed by the School District on such new residential development. To prevent new commercial/industrial development from paying the portion of impact that is mitigated by the applicable residential school fees, this amount has been calculated and deducted from the school facilities impact costs calculated in Table 13.

The residential fee offsets were determined by applying the proposed Level I Fee, or \$3.79 per square foot for residential development, and multiplying that amount by the weighted average square footage of a residential units in the School District, which is 1,599 square feet. This calculation provides the average residential revenues from a residential unit of \$6,060. The average residential revenues from a residential unit multiplied by Household Impacts per 1,000 square feet of commercial/industrial development, as shown in Table 13, results in the residential school fee revenues per 1,000 square feet of commercial/industrial development (“Residential Fee Offset”). This computation is shown in Table 14.

TABLE 14
RESIDENTIAL FEE OFFSET

COMMERCIAL/INDUSTRIAL CATEGORY	HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	RESIDENTIAL FEE OFFSET PER 1,000 SQUARE FEET COM./IND.
Banks	2.7862	\$16,885
Shopping Center	2.0180	\$12,230
Industrial Business Parks	3.4670	\$21,011
Industrial/Warehousing/Manufacturing	1.3286	\$8,052
Rental Self-Storage	0.0635	\$385
Research & Development	2.9987	\$18,173
Hospitality (Lodging)	1.1168	\$6,768
Commercial Offices (Standard)	4.7233	\$28,624
Commercial Offices (Large High Rise)	4.4813	\$27,158
Corporate Offices	2.6476	\$16,045
Medical Offices	4.2063	\$25,491

3. Net School Facilities Costs

Subtracting the Residential Fee Offset determined in Table 14 from the total school facilities costs listed in Table 13 results in the net school facilities costs per 1,000 square feet of commercial/industrial development (“Net School Facilities Costs”). The Net School Facilities Costs are listed in Table 15.

TABLE 15
NET SCHOOL FACILITIES COSTS
PER 1,000 SQUARE FEET COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	TOTAL SCHOOL FACILITIES COSTS	RESIDENTIAL FEE OFFSET	NET SCHOOL FACILITIES COSTS
Banks	\$17,525	\$16,885	\$640
Shopping Centers	\$12,694	\$12,230	\$464
Industrial Business Parks	\$21,805	\$21,011	\$794
Industrial/Warehousing/Manufacturing	\$8,358	\$8,052	\$306
Rental Self-Storage	\$398	\$385	\$13
Research & Development	\$18,859	\$18,173	\$686
Hospitality (Lodging)	\$7,025	\$6,768	\$257
Commercial Offices (Standard)	\$29,707	\$28,624	\$1,083
Commercial Offices (Large High Rise)	\$28,189	\$27,158	\$1,031
Corporate Offices	\$16,652	\$16,045	\$607
Medical Offices	\$26,457	\$25,491	\$966

The Net School Facilities Costs determined in Table 15 were then divided by 1,000⁵ to provide the cost impact on a square foot basis. These cost impacts are listed in Table 16.

TABLE 16
NET COST IMPACTS
PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	NET COST IMPACTS
Banks	\$0.64
Shopping Centers	\$0.46
Industrial Business Parks	\$0.79
Industrial/Warehousing/Manufacturing	\$0.31
Rental Self-Storage	\$0.01
Research & Development	\$0.69
Hospitality (Lodging)	\$0.26
Commercial Offices (Standard)	\$1.08
Commercial Offices (Large High Rise)	\$1.03
Corporate Offices	\$0.61
Medical Offices	\$0.97

The net cost impacts shown in Table 16 are equal to or exceed the maximum authorized statutory school fee for commercial/industrial development of \$0.61 per square foot, except for the categories of Industrial Parks/Warehousing/Manufacturing, Shopping Centers, Rental Self-Storage, and Hospitality (Lodging) development. Therefore, the School District is justified in levying school fees on commercial/industrial in amount up to but not exceeding the maximum authorized statutory fee, or the net cost impacts determined for the categories of Industrial Parks/Warehousing/Manufacturing, Shopping Centers, Rental Self-Storage, and Hospitality (Lodging) development.

D. COMMERCIAL/INDUSTRIAL DEVELOPMENT NOT IN PRESCRIBED CATEGORIES

In cases where new commercial/industrial development does not fit within the prescribed categories shown in Table 16, the School District shall evaluate such development on a case-by-case basis to determine if the imposition of the School Fees on the development meets the nexus requirements set forth under Government Code Section 66000 et seq. The School District may levy School Fees on such development in an amount up to but not exceeding the cost per square foot impact determined through such evaluation.

⁵ The Employee Generation Rates derived from the SANDAG Traffic Study are estimated per 1,000 square feet of development.

E. AGE-RESTRICTED (SENIOR) HOUSING

Government Code Sections 65995.1 and 65995.2 provides school districts may only charge the fees applicable for commercial/industrial development for qualified age-restricted (senior citizen) housing. Qualified age-restricted housing generates employees resulting in school facility impacts similar to those impacts from other commercial/industrial categories specified herein.

SECTION VI. REDEVELOPMENT

Government Code Section 66001, subdivision (a)(3) and (4) requires that a school district, in imposing school-impact fees, establish a reasonable relationship between the fee's use, the need for the public facility and the type of development project on which the fee is imposed. This section addresses and sets forth general policy when considering the levy of school fees on new construction units resulting from redevelopment projects within the School District.

Redevelopment means voluntarily demolishing existing residential, commercial, and/or industrial structures and subsequently replacing them with new construction (“Redevelopment”). The School District is aware of Redevelopment projects completed within the School District boundaries and anticipates similar Redevelopment projects may be completed in the next ten (10) years and beyond. School fees authorized pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq. shall be levied by the School District on new construction resulting from Redevelopment projects, if there is a nexus between the School Fees being imposed and the impact of new construction on school facilities, after the impact of pre-existing development has been taken into consideration. In determining such nexus, the School District shall review, evaluate and determine on a case-by-case basis, the additional impact of the proposed new development by comparing the projected square footage, student generation and cost impacts of the proposed new construction and the pre-existing residential, commercial and/or industrial development. Such analysis shall utilize the student generation rates identified in Table 3 of this Study, as applicable.

The School District may levy school fees, authorized under applicable law, on new residential units resulting from Redevelopment projects in an amount up to the additional impact cost per square foot as determined in accordance with the preceding paragraph, but not exceeding the applicable school fees.

SECTION VII. GOVERNMENT CODE SECTION 66000

Government Code Sections 66000 *et seq.* were enacted by State Legislature in 1987. In any action establishing, increasing, or imposing a fee as a condition of approval of a development project, such as the Applicable Residential School Fee and Applicable Com/Ind. School Fees described herein (collectively referred to as the “Applicable School Fees”), these Government Code sections require the public agency to satisfy the following requirements:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

The information set forth herein, including the information contained in the Appendices attached hereto, provide factual evidence establishing a nexus between the type of development projected to be built within the School District and the amount of Applicable School Fees levied upon such development based on the need for such Applicable School Fees. The determinations made in this Study meet the requirements of Government Code Section 66000. The findings are summarized as follows:

PURPOSE OF THE SCHOOL FEE

The Board of the School District will levy and collect school fees on new residential and commercial/industrial development to obtain funds for the construction and/or reconstruction of school facilities to accommodate students generated as a result of such development. In accordance with Education Code Section 17620, “construction or reconstruction of school facilities” ***does not*** include any item of expenditure for any of the following:

- (i). Regular maintenance or routine repair of school buildings and facilities;
- (ii). Inspection, sampling, analysis, encapsulation or removal of asbestos-containing material, except where incidental to school facilities construction or reconstruction for which the expenditure of fees or other consideration collected pursuant to Education Code Section 17620 is not prohibited; and,
- (iii). Deferred maintenance as described in Education Code Section 17582.

IDENTIFY THE USE OF THE SCHOOL FEE

The School District has determined that revenues collected from Applicable School Fees imposed on residential and commercial/industrial developments will be used for the following purposes:

- (i). Construction or reconstruction of school facilities required to accommodate students generated by new residential and commercial/industrial development in areas of the School District where existing school facilities are needed;
- (ii). Construction or reconstruction of administrative and operations facilities required in response to new student growth from new development;
- (iii). Acquisition or lease of property for unhoused students generated from new development;
- (iv). Purchase or lease of interim and/or temporary school facilities in order to accommodate student capacity demands;
- (v). Furniture for use in new school facilities;
- (vi). Costs associated with the administration, collection, and justification for the Applicable School Fees;
- (vii). Provide local funding that may be required if the School District applies for State funding through SB 50.

RELATIONSHIP BETWEEN THE USE OF THE FEE, THE NEED FOR SCHOOL FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEE IS IMPOSED

As determined in the preceding sections, existing school facilities are inadequate to house current student enrollment, and will need to expand to accommodate student generated from new residential and commercial/industrial development. The fees imposed on such new development will be used, in part, to finance the construction and/or reconstruction of school facilities required to accommodate student enrollment growth generated by new residential and commercial/industrial development.

DETERMINATION OF THE RELATIONSHIP BETWEEN THE FEE AMOUNT AND THE SCHOOL FACILITIES COSTS ATTRIBUTABLE TO TYPE OF DEVELOPMENT ON WHICH THE FEE IS IMPOSED

The imposition of the Applicable Residential School Fee of \$3.79 per square foot of residential development is justified, as this fee is below the per square foot cost impact to provide adequate school facilities required as a result of such new residential development.

Similarly, the imposition of the Applicable Com/Ind. School Fees of \$0.61 per square foot of commercial/industrial development are justified as the fees are equal to or below the estimated per square foot net cost impact to provide adequate school facilities required as a result of such new commercial/industrial development, except for Industrial Parks/Warehousing/Manufacturing, Shopping Centers, Rental Self-Storage, and Hospitality (Lodging) development. For the listed commercial/industrial categories, the net cost impacts determined herein are below the applicable maximum outlined fee of \$0.61 per square foot. Therefore, the applicable commercial/industrial School Fees imposed on new

commercial/industrial development classified under these categories shall not exceed the Net Cost Impacts.

ACCOUNTING PROCEDURES FOR THE FEES

The School District will deposit, invest, and expend the school fees imposed and collected on residential and commercial/industrial development in accordance with the provision of Government Code Section 66006.

APPENDIX A

COMMERCIAL/INDUSTRIAL DEVELOPMENT DESCRIPTIONS

Banks	Include small branch offices to regional offices used for banking. Properties under this category allow customers to conduct banking on-site.
Shopping Center	Broadly include regional, community and neighborhood shopping centers which sell merchandise and services to consumers. Include grocery stores, restaurants, retail centers, automotive sales.
Industrial Business Parks	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with 15% or more of the total area designated for commercial use.
Industrial Parks/Warehousing	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with limited or no commercial use (less than 15% of the total area designated for commercial use).
Rental Self-Storage	Include warehouse developments which rent small storage vaults and often termed “mini-storage”.
Research & Development	Include scientific research and development laboratories, office and/or their supporting facilities.
Hospitality (Lodging)	Include establishments which provide lodging to the general public. Lodging types include hotels, motels, resort hotels and inns. The maximum term of occupancy for establishment within this category shall not exceed 30 days.
Commercial Offices (Standard) ¹	Include general office space occupying less than 100,000 square feet with multiple tenants.
Commercial Offices (Large High Rise) ¹	Include general office space occupying 100,000 square feet and greater with multiple tenants.
Corporate Offices	An office or office building with a single tenant.
Medical Offices	Include medical offices that serve a wide range of medical needs and may include a pharmacy. Medical offices are generally operated by one or more physicians.

¹ Office space used for activities described under banks, research and development, or medical offices should be classified under those categories.

APPENDIX B - FACILITIES CAPACITY UPDATE

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
FACILITIES CAPACITY UPDATE
APPENDIX B**

ESTIMATED CAPACITY BY CATEGORY

Category	Number of Eligible Classrooms	Ratio*	Capacity
TK-5	77	24:1	1,848
6-8	34	27:1	918
General 9-12	50	27:1	1,350
Continuation 9-12	11	18:1	198
Severe SDC	14	9:1	126
Non-Severe SDC	14	13:1	182
TOTAL	200		4,622

* Loading standard based on School District objectives

CAPACITY BY SCHOOL LEVEL

School Level	General Education	SDC	Severe SDC	Total Capacity
Elementary	77	9	6	2,007
Middle	34	2	4	988
High	48	3	4	1,627
TOTAL	159	14	14	4,622

Source: School District

APPENDIX C – STUDENT ENROLLMENT SUMMARY

SIERRA SANDS UNIFIED SCHOOL DISTRICT
2017/2018 ENROLLMENT SUMMARY
APPENDIX C

Enrollment															
School Name/Program	School Level/Grade														
	Elementary							Middle			High				Grand Total
	TK	K	1	2	3	4	5	6	7	8	9	10	11	12	
Faller Elementary	-	90	92	69	73	63	67	-	-	-	-	-	-	-	454
Gateway Elementary	22	68	63	85	54	60	68	-	-	-	-	-	-	-	420
Inyokern Elementary	-	33	39	36	30	43	27	-	-	-	-	-	-	-	208
Las Flores Elementary	-	93	71	82	88	78	80	-	-	-	-	-	-	-	492
Pierce Elementary School	-	67	52	56	79	48	59	-	-	-	-	-	-	-	361
Richmond Elementary School	-	90	87	65	69	76	88	1	3	2	3	-	-	2	486
James Monroe Middle School	-	-	-	-	-	-	-	151	139	182	2	3	-	2	479
Murray Middle School	-	-	-	-	-	-	-	224	219	227	-	-	-	-	670
Burroughs High School	-	-	-	-	-	-	-	-	-	-	412	384	347	309	1,452
Mesquite Continuation High School	-	-	-	-	-	-	-	-	-	-	1	8	27	47	83
GRAND TOTAL*	22	441	404	393	393	368	389	376	361	411	418	395	374	360	5,105
ELIGIBLE BY SCHOOL LEVEL	2,410							1,148			1,547				5,105

* Current enrollment as of October 2017.

**APPENDIX D – FACILITIES COST IMPACT PER SEAT/STUDENT
CALCULATION**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
FACILITIES COST IMPACT PER SEAT/STUDENT CALCULATION
APPENDIX D**

TOTAL COST PER STUDENT

School Level	Estimated Total Cost per Student
Elementary School (K-5)	\$ 28,689.00
Middle School (6-8)	\$ 31,440.00
High School (9-12)	\$ 12,484.00

NEW CONSTRUCTION COSTS

School Level	Square Feet per Student¹	Cost per Square Foot	Estimated Total Cost per Student
Elementary School (K-5)	73	\$ 393.00	\$ 28,689.00
Middle School (6-8)	80	\$ 393.00	\$ 31,440.00

1 Source: California Department of Education Report on Complete Schools, dated May 23, 2007.

MODERNIZATION COSTS

School Facility Program Grant	Grant per Pupil²	Cost Multiplier³	Total Cost per Pupil
General Modernization (High)	\$ 6,099.00	2	\$ 12,198.00
Automatic Fire Detection/Alarm System (High)	\$ 143.00	2	\$ 286.00
TOTAL	\$ 6,242.00		\$ 12,484.00

2 Source: State Allocation Board Meeting, January 24, 2018.

3 Grants are intended to represent 50% of total costs.

APPENDIX E – SCHOOL DISTRICT-WIDE STUDENT GENERATION RATES

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
SCHOOL DISTRICT-WIDE STUDENT GENERATION RATES
APPENDIX E**

SCHOOL DISTRICT-WIDE SUMMARY

	SFD	SFA	MF	Blended SGR
Elementary School	0.1560	0.1466	0.0783	0.1202
Middle School	0.0794	0.0540	0.0428	0.0596
High School	0.1102	0.0759	0.0473	0.0775
TOTAL	0.3456	0.2765	0.1684	0.2573

SFD SGRs

School Level	No. of Students Matched	Total Units	Student Generation Rate
Elementary School	1,492	9,563	0.1560
Middle School	759	9,563	0.0794
High School	1,054	9,563	0.1102
TOTAL	3,305	NA	0.3456

SFA SGRs

School Level	No. of Students Matched	Total Units	Student Generation Rate
Elementary School	255	1,740	0.1466
Middle School	94	1,740	0.0540
High School	132	1,740	0.0759
TOTAL	481	NA	0.2765

MF SGRs

School Level	No. of Students Matched	Total Units	Student Generation Rate
Elementary School	106	1,354	0.0783
Middle School	58	1,354	0.0428
High School	64	1,354	0.0473
TOTAL	228	NA	0.1684

COMBINED SGRs

School Level	SFD	SFA	MF
Elementary School	0.1560	0.1466	0.0783
Middle School	0.0794	0.0540	0.0428
High School	0.1102	0.0759	0.0473
TOTAL	0.3456	0.2765	0.1684

ALLOCATION OF PROJECTED UNITS BY HOUSING TYPE

Housing Type	Projected Units	Allocation Percentage
Single-family Detached (SFD)	370	42%
Single-family Attached (SFA)	123	14%
Multi-Family (MF)	393	44%
TOTAL	886	100%

BLENDED STUDENT GENERATION RATES

School Level	SGR
Elementary School	0.1202
Middle School	0.0596
High School	0.0775
TOTAL	0.2573

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in September 2018 are submitted for approval. “A” warrants totaled \$3,110,432.64. “B” warrants totaled \$1,067,192.20.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for September 2018 as presented.

This list represents the "A" and "B" warrants released during the month of SEPTEMBER 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	\$2,258,789.43
End of month classified	\$753,326.78
10th of month certificated	\$42,787.63
10th of month classified	\$55,528.80
15th of month certificated	\$0.00
15th of month classified	\$0.00
Total "A" Warrants	\$3,110,432.64

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 61	\$ 19,567.60
Batch 63	\$ 98,855.01
Batch 64	\$ 19,306.33
Batch 65	\$ 46,029.18
Batch 66	\$ 11,354.36
Batch 67	\$ 32,125.33
Batch 68	\$ 85,104.11
Batch 69	\$ 34,355.08
Batch 70	\$ 55,415.93
Batch 71	\$ 84,876.82
Batch 72	\$ 28,923.75
Batch 73	\$ 126,584.40
Batch 74	\$ 54,626.53
Batch 75	\$ 22,832.02
Batch 76	\$ 26,624.30
Batch 77	\$ 55,176.56
Batch 79	\$ 49,029.89
Batch 80	\$ 2,305.92
Batch 81	\$ 35,460.83
Batch 82	\$ 18,606.72
Batch 83	\$ 104,664.59
Batch 84	\$ 53,769.68
Batch 85	\$ 1,597.26
Total "B" Warrants	\$ 1,067,192.20

12. CONSENT CALENDAR

12.2 Approval of Recommendation for Expulsion, Expulsion Case #1 1819

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 #1 1819: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2018-19 year. The spring semester will be suspended allowing student to apply for readmission to Burroughs High School under a behavior contract if all of the conditions of the agreement are met.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #1 1819, as presented.

12. CONSENT CALENDAR

12.3 Approval of Recommendation for Expulsion, Expulsion Case #2 1819

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 #2 1819: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2018-19 year. The spring semester will be suspended allowing student to apply for readmission to Burroughs High School under a behavior contract if all of the conditions of the agreement are met.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #2 1819, as presented.