

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**July 16, 2009**

**FALLER ELEMENTARY SCHOOL BUILDING "B"**

**1500 West Upjohn**

***www.ssusd.org***

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

**A G E N D A**

**CALL TO ORDER AND PLEDGE TO THE FLAG**

**7:00 P.M.**

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

Joanna Rummer, Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

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

**2. APPROVAL OF MINUTES of the regular meeting of June 18, 2009 and the special meeting of June 29, 2009.**

**3. PROGRAMS AND PRESENTATIONS**

**4. PUBLIC HEARING**

**4.1 Initial Contract Proposal for Reopeners for 2009-10 from Chapter 188 of the California School Employees Association to the Board of Education**

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

5.2 Superintendent's Report

- Showcasing the Faller Elementary School modernization project
- Budget update
- Beginning of school activities
- Back-to-School Night schedule
- Other activities and items of interest

5.3 Communications

5.4 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

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

9. GENERAL ADMINISTRATION

9.1 Appointment of Student Member to the Board of Education for the 2009-10 School Year (Goal #2)

*A recommendation for student membership to the Board of Education for the 2009-10 school year will be presented for approval.*

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, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (Goal #1, #2, #3, #4, #5)

10. CONSTRUCTION ADMINISTRATION

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

11. BUSINESS ADMINISTRATION

- 11.1 Adoption of Resolution #2 0910, Authorization to Apply for Qualified School Construction Bonds (QSCB) as Authorized by the Federal Government through the American Recovery and Reinvestment Act (ARRA) of 2009 (Goal #3, #4)

12. CONSENT CALENDAR

- 12.1 Approval of “A” and “B” Warrants  
12.2 Adoption of Resolution #3 0910, Child Care and Development Services for 2009-10, State Preschool and Extended Day Care (Latchkey) Programs (Goal #1, #2, #4, #5)  
*This resolution certifies approval to enter into agreement with the California Department of Education for the purpose of providing child care and development services for the 2009-10 school year.*  
12.3 Approval of Contract Renewal for Services with Richard Gonzalez & Associates to Update Eligibility for Modernization and New Construction under the State of California’s School Facilities Program (Goal #4)  
12.4 Approval of a Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroost, LLP for Legal Services  
12.5 Approval of Recommendation for Expulsion, Expulsion Case #22 0809 and #23 0809

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be August 20, 2009.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: June 18, 2009  
TIME OF MEETING: 7:02 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Farris, Pearl, Rockwell, Scott  
MEMBERS ABSENT: Dietrichson, Johnson  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Mr. Rockwell.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of May 21, 2009 and the special meeting of May 22, 2009 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARINGS

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

Mr. Scott opened the public hearing at 7:03 p.m. on the initial contract proposal for reopeners for 2009-10 from the Board of Education to the Desert Area Teachers Association. Hearing no comments, the public hearing was closed at 7:04 p.m.

4.2 Regional Occupational Program (ROP) Course Sequencing Plan in Compliance with AB 2448 to Align District and Community College ROP Course Offerings

Mrs. Hickle reviewed the Kern County ROP Sequencing Plan which was developed in compliance with AB 2448 to align district and community college ROP course offerings. After her presentation, Mr. Scott opened a public hearing at 7:07 p.m. to receive public comment on the plan. Hearing no comments, the public hearing was closed at 7:08 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

Mrs. Covert commented on the significance of the end-of-the year activities.

5.2 Superintendent's Report

Mrs. Rummer also recognized the efforts of administration and staff for all of the outstanding culminating activities that marked the end of a successful year.

The district continues to monitor the state budget development activities. Mrs. Rummer reviewed the history of state budget development for 2008-09 and 2009-10 and commented on the fluidity of the situation. She will continue to keep the board and community informed on the state budget situation and its impact on Sierra Sands.

Mrs. Rummer attended the Joint K-12 Education Forum for military service providers and educators. The conference work focused on ensuring that schools do the best they can for the nation's military children.

5.3 Communications

5.4 Comments from the public on items not on the agenda

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of the Consolidated Application for Funding Categorical Programs, Part I, 2009-10 School Year (Goals #1, #2, #3, #4, #5)

---

The Consolidated Application for Funding Categorical Programs, Part I declares the district's intent to apply for 2009-10 categorical funds. Motion passed to approve the Consolidated Application for submission to the California Department of Education as presented.  
PEARL/COVERT

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

6.2 Approval of Appointment of Members for the Sierra Sands SELPA Community Advisory Council for the 2009-10 School Year

---

Motion passed to appoint the following individuals to serve as members of the Sierra Sands SELPA Community Advisory Council for 2009-10: Brenda Abernathy, Amanda Brannon, Cheli Duff, Beth Hayes, Kathy Johnson, Berrick Hu, Joanna Stan, Teri Stephenson, Mimie Torres, Patricia Walters, Liesha Wetzel, Mike Wetzel, and BJ Winslow. COVERT/PEARL

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

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

AYES: Covert, Farris, Pearl, Rockwell, Scott

ABSENT: Dietrichson, Johnson

These actions are made a part of the minutes by reference and are filed in the Board Record Book identified as pages 1-6 of the 6/18/09 agenda.

8.3 Initial Contract Proposal for Reopeners for 2009-10 from Chapter 188 of the California School Employees Association to the Board of Education

---

Randy Coit, president of Chapter 188 of the California School Employees Association, presented the organization's initial contract proposal for reopeners for 2009-10 to the Board of Education. Motion passed to receive the proposal and set the next regular meeting date as the date for the public hearing on the proposal. COVERT/ROCKWELL

AYES: Covert, Farris, Pearl, Rockwell, Scott

ABSENT: Dietrichson, Johnson

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: from Lois Herrington, \$200 to the infant care program at Mesquite High School; from Lee Wood, \$100 for the purchase of classroom supplies at Murray Middle School; from Barb Johnson, \$400 to Pierce School for the student incentive program; from the Desert Area Teachers Association, \$200 to the library program at James Monroe Middle School; from Dave Ostash, computer equipment to Burroughs High School; and from the Las Flores PTO, two desktop computers for the Las Flores computer lab. ROCKWELL/PEARL

AYES: Covert, Farris, Pearl, Rockwell, Scott

ABSENT: Dietrichson, Johnson

9.2 Discussion of Report of the Kern County Grand Jury and Consideration and Possible Action on a Proposed Response

---

As required by provisions of the law, the board must respond to the Grand Jury Report entitled "School Board Budgets, Lottery Money and Trustee Pay and Benefits". The board reviewed the report and motion passed to authorize the issuance of a letter in response to the Grand Jury report. ROCKWELL/COVERT

AYES: Covert, Farris, Pearl, Rockwell, Scott

ABSENT: Dietrichson, Johnson

9. GENERAL ADMINISTRATION (continued)

9.3 Authorization for Board Member Travel to the Annual California School Boards Association (CSBA) Education Conference

---

The board reviewed its travel budget, the costs associated with the conference, and the importance of conference participation. Following discussion, motion passed to approve the participation of any member who wishes to attend and that efforts will be made by each member to minimize costs. COVERT/FARRIS

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

10. CONSTRUCTION ADMINISTRATION

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

Mr. Auld reviewed the status of the various ongoing construction projects. He also discussed the real possibility of needing to obtain bridge financing to finish planned projects. A copy of his written report is available upon request in the district office.

11. BUSINESS ADMINISTRATION

11.1 Report to the Board: Discussion Regarding Development of the 2009-10 Budget

Mrs. Janson reviewed the budget development process including a review of the current budget environment, cash flow issues, budget assumptions and projected ADA, the federal stimulus money, and some of the proposals being considered by the legislature and the governor in the state budget development process that will have an impact on the district budget. A special meeting will be held on June 29 to adopt the Sierra Sands budget.

11.2 Award of Piggyback Bid for the Purchase of DSA-Approved Modular Classroom to Accommodate the Faller Preschool Program (Goal #3, #4)

---

To house the Faller preschool program, motion passed to authorize the purchase of a 36' x 40' modular classroom from Silver Creek Industries under the terms and conditions of a piggyback bid approved by the San Gabriel Unified School District piggyback bid #16-04/05 for an amount not to exceed \$126,000. COVERT/PEARL

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

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrants

"A" warrants in the amount of \$2,451,651.55; "B" warrants in the amount of \$2,346,301.34

12.2 Ratification of Settlement Agreement with Ridgecrest Charter School for Facilities Alternatives for the Charter School

---

12.3 Rejection of Claims Against the District

12.4 Approval of Amendment to the Superintendent's Contract with Regard to Term of the Contract

12. CONSENT CALENDAR (continued)

12.5 Approval of Agreement with Miller, Brown & Dannis for Legal Services Associated with Educational Issues (*Goal #3*)

---

12.6 Approval of Recommendation for Expulsion, Expulsion Cases #19 0809 through #21 0809

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

AYES: Covert, Farris, Pearl, Rockwell, Scott

ABSENT: Dietrichson, Johnson

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:10 p.m.

THE BOARD OF EDUCATION

---

Kurt Rockwell, Vice President/Clerk

---

Joanna Rummer, Secretary to Board

recorder: Jane Brooks

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: June 29, 2009  
TIME OF MEETING: 5:15 p.m.  
PLACE OF MEETING: District Office Conference Room "A"  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Pearl, Rockwell  
MEMBERS ABSENT: Johnson, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

In the absence of Mr. Scott, Mr. Rockwell served as acting president and Mrs. Dietrichson served as acting clerk.

PLEDGE OF ALLEGIANCE was lead by Mrs. Dietrichson.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. PUBLIC HEARING

2.1 Sierra Sands Unified School District Budget for Fiscal Year 2009-10

Mr. Rockwell opened a public hearing at 5:17 p.m. to receive comments on the proposed district budget for the upcoming 2009-10 fiscal year. Hearing no comments, the public hearing was closed at 5:18 p.m.

3. BUSINESS ADMINISTRATION

3.1 Adoption of the Sierra Sands Unified School District Budget for Fiscal Year 2009-10 (Goal #1, #2, #3, #4, #5)

---

Following review and discussion, motion passed to adopt the Sierra Sands Unified School District Budget for fiscal year 2009-10 as presented. DIETRICHSON/COVERT

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

4. CONSENT CALENDAR

- 4.1 Approval of Agreement with Southern Sierra Boys and Girls Club for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2009-2010 School Year (*Goals #1, #2, #3, #4*)
- 

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

AYES: Covert, Dietrichson, Farris, Pearl, Rockwell

ABSENT: Johnson, Scott

5. ADJOURNMENT was at 6:00 p.m.

THE BOARD OF EDUCATION

---

Judy Dietrichson, Acting Vice President/Clerk

---

Joanna Rummer, Secretary to Board

4. PUBLIC HEARING

4.1 Initial Contract Proposal for Reopeners for 2009-10 from Chapter 188 of the California School Employees Association to the Board of Education

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association submitted its initial contract proposal for reopeners for 2009-10 to the Board of Education at its regular meeting of June 18, 2009.

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

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the initial contract proposal for reopeners for 2009-10 from the Chapter 188 of the California School Employees Association to the Board of Education as presented.

June 10, 2009

To: Jody Rummer, Superintendent – Sierra Sands Unified School District

From: California School Employees Association and its' Ridgecrest Chapter 188

Subject: Negotiation Proposal 2009/10

For 2009/10, the California School Employees Association and its' Ridgecrest Chapter 188 hereby submit its proposal to reopen the following articles of the current Collective Bargaining Agreement:

Article VI, Hours

Article XXI, Layoff and Employment Procedures

Please proceed with any and all public disclosure requirements necessary.

Please contact Michael Branham, LRR for California School Employees Association, to set up mutually agreeable dates and times to begin the negotiation process. Thank You.

**Back-to-School Night Schedule**  
**2009 ~ 2010**

<b><u>Site</u></b>	<b><u>Scheduled Date</u></b>	
<b>Faller</b>	<b>September 1, 2009</b>	<b>6:30p.m.</b>
<b>Gateway</b>	<b>August 19, 2009</b>	<b>6:30 p.m.</b>
<b>Inyokern</b>	<b>September 9, 2009</b>	<b>6:30 p.m.</b>
<b>Las Flores</b>	<b>August 26, 2009</b>	<b>6:30 p.m.</b>
<b>Pierce</b>	<b>September 8, 2009</b>	<b>6:30 p.m.</b>
<b>Richmond</b>	<b>August 25, 2009</b>	<b>6:30 p.m.</b>
<b>Rand</b>	<b>September 15, 2009</b>	<b>6:30 p.m.</b>
<b>Monroe</b>	<b>September 16, 2009</b>	<b>6:30 p.m.</b>
<b>Murray</b>	<b>September 2, 2009</b>	<b>6:30 p.m.</b>
<b>Burroughs</b>	<b>September 14, 2009</b>	<b>6:30 p.m.</b>
<b>Mesquite</b>	<b>September 22, 2009</b>	<b>6:30 p.m.</b>

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\*\*\*

Ray Hocker  
ROP Video Production – Burroughs  
Effective 7-31-09

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Bonnie Alango Mann  
4 hr. Clerk II – James Monroe Middle School  
Effective 06-17-09

Tamara Belter  
8 hr. Account Clerk III – Business Office  
Effective 06-18-09

Danielle Chieze  
8 hr. Custodian – Burroughs High School  
Effective 07-02-09

Michelle Matheson  
1½ hr. Noon Duty Supervisor – Richmond Elementary  
Effective 06-01-09

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

Linda Brown  
From: 8 hr. Library Specialist - James Monroe Middle School  
To: 6 hr. Library Specialist, Elementary - Richmond Elementary  
Effective 07-01-09

Melissa Hawkins  
From: 39 Month Re-Hire  
To: 6 hr. Computer Paraprofessional/Library Media Assistant – Las Flores Elementary  
Effective 08-18-09

Mei McWhorter  
From: 39 Month Rehire  
To: 4 hr. Clerk II – James Monroe Middle School  
Effective 08-18-09

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Alicia Ruiz Smith

Add: 2¼ hr. Food Service Assistant I – Murray Middle School

Effective 08-18-09

Lisa Workman

From: 6 hr. Computer Paraprofessional/Library Media Assistant – Las Flores Elementary

To: 6 hr. Information Media Center Assistant – Las Flores Elementary

Effective 07-01-09

9. GENERAL ADMINISTRATION

9.1 Appointment of Student Member to the Board of Education for the 2009-10 School Year (*Goal #2*)

---

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited from both Burroughs High School and Mesquite High School to serve as student member of the Board of Education for the 2009-10 school year. Qualifying candidates were considered by the Associated Student Body (ASB) of Burroughs High School. The ASB has submitted the name of Daniel Lathrop for the board's approval to serve as student member for the 2009-10 school year.

CURRENT CONSIDERATIONS: Daniel Lathrop is a junior at Burroughs High School. He is a member of the Youth Advisory Council at Burroughs and is an active participant in both Track and Cross Country. He is also the 2009-10 Commissioner of Communications for ASB. Academically, Daniel maintains a 3.5+ GPA and is interested in career opportunities in engineering at China Lake, having taken the new principals of engineering course offered last summer as an introduction of the fundamentals of engineering. Outside of school, Daniel is an active participant in the activities of Saint Ann's Church where he participates in church services as a reader and serves as a representative on the leadership council within his youth group. He enjoys music and plays both the piano and guitar, enjoys outdoor activities, off-road activities, and water sports.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education appoint Daniel Lathrop as the student member of the board for the 2009-10 school year.

## 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, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (*Goal #1, #2, #3, #4, #5*)
- 

**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.

- (4) A complaint related to provision of intensive instruction and services to students who did not pass the California High School Exit Examination (CAHSEE) by the end of grade 12.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between April 1, 2009 and June 30, 2009 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: Ernie Bell Title: Assistant Superintendent of Human Resources

Quarterly Report Submission Date:  April 1, 2009 (for period Jan 1-Mar 31)  
 (check one)  July 1, 2009 (for period Apr 1-Jun 30)  
 Oct 1, 2009 (for period Jul 1 – Sep 30)  
 Jan 1, 2010 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: July 16, 2009

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
<b>TOTALS</b>	0	0	0

Joanna Rummer

\_\_\_\_\_  
 Print Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

## 10. CONSTRUCTION ADMINISTRATION

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

---

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

#### BURROUGHS HIGH SCHOOL CTE BUILDING

The structural approval was made final on Tuesday. As such all approval processes are now complete. It will take several days for the Division of the State Architect to scan and record the plans. They are first delivered to Westberg + White and forwarded to the district. The plans will be hand-delivered to the Office of Public School Construction, which should result in a date certain position in the funding list. The date of funding is as yet undetermined.

#### ADDITIONAL HURDLES CLEARED:

- Seismic approval
- Fire Suppression Water Flow: The currently approved plans still call for a booster pump (to expedite approval). This will no longer be necessary as the result of the replacement of the water component of the infrastructure, which provides much greater capacity and which will meet the flow rate requirement.
- Electrical Supply: Coincidental to the district’s infrastructure upgrades, Southern California Edison is upgrading its system. It is understood that the new Edison system is terminated 1500 feet east of the Ridgecrest Towne Center on Drummond Avenue, which is closer than previously thought. At an estimated cost of \$350,000, the service can be brought to Burroughs High School. Optimistically, this could be incorporated into the current contract as a change order, within the current budget and possibly within the current schedule (this summer).

As previously recognized, the lease/leaseback delivery approach is not permitted for new construction on leased federal property. Once the funding date is predicted, Requests For Proposals will sent to ten of the top one-hundred construction management companies to oversee this project. It is anticipated that this project will be launched in the fall.

#### BURROUGHS HIGH SCHOOL INFRASTRUCTURE PROJECT:

This project is simply robust. The age and complexity of this campus could have resulted in a significant “scheduling disaster.” The district was told that it would be

known early on if it would be necessary to descope the project to make deadline. As of this writing, both the sewer and water systems are nearly complete. Electrical conduit installation (wiring pulls in 2010) is hovering around schedule, but Cove Electric is now working 7/10s. The installation of the new gas infrastructure commenced ahead of schedule as will the restoration phase.

The interesting aspect of this type of project is the inter-relationship of the various trades in the trenches. Some major trenches will be totally filled and compacted to code, only to be re-trenched for a component requiring less depth. In some trenches, the trades share the trench but at different elevations, and in some cases the trenches will intersect one another. In short, much of the major trenches have been filled and compacted, but there is more trenching to follow. The district remains optimistic regarding this project.

#### FALLER AND PIERCE MODERNIZATION:

Staff has been told that both projects will be complete in time for the opening of school, although Faller appears ahead of Pierce. Undoubtedly, there will be punch list items to complete even after the opening of school. This will likely be done after school hours. This is very typical of compressed summer projects.

It is important to note that most of the modernization budget is spent on items that can't be seen by the public: This includes hazardous material removal, pipes, wires, insulation, roof replacement/restoration, etc. There are also some items which can be seen but don't make sense. As example, there was a girls' and a separate boys' restroom for the kindergarten students at Faller. ADA accessibility requirements have left a one-toilet (private) wheel chair accessible restroom and a two toilet "uni-sex" restroom. Absent a child in a wheelchair, which is most often the case, one restroom can be designated for boys and the other for girls.

Unfortunately, there are some items that will stand out because they could only be painted and not replaced. This is very typical of all modernization projects. Nonetheless, these are greatly improved facilities, much safer, and provide greatly enhanced instructional settings.

#### INYOKERN PHASE I MODERNIZATION

Some infrastructure work will begin this summer. Staff is planning to spend significantly more time on constructability review prior to commencing building modernization. The masterplan (2006) called for about \$1.75 million for this modernization. After more intensive review, this project will be closer to Faller and Pierce in scope and budget. Completion of this project is anticipated by the start of school 2010, but there is no compelling deadline. In short, anticipate a less intense environment in 2009-10 than was experience this past year.

### RAND MODERNIZATION

This is primarily an ADA accessibility (restroom) project. This project will commence this summer and complete in the fall. Trailered restrooms will be provided at the site during this project. They will be transferred to Burroughs High School for home football games later.

### LAS FLORES MODERNIZATION

Given the lack of state share funds and the availability of Vieweg, this will be a slow start project. The first noticeable activity will be the delivery of six ModTech classrooms. They are not needed at this time, but ModTech's creditors are selling off their assets and the district wants to be sure its classrooms are not sold! Contingent upon the lack of state funding, Las Flores could be housed at Vieweg longer than the 2009-10 school year.

All remaining projects are on hold contingent upon budget.

### BUDGET

With the state share, the district could likely complete all of which is listed below in addition to Inyokern, Las Flores and perhaps Richmond.

Absent the state share, the district is confident the following can be completed:

- Burroughs High School infrastructure;
- Inyokern infrastructure;
- Faller modernization;
- Pierce modernization; and
- Rand modernization.

The district is seeking to identify the most effective financial options to keep the program momentum. More to follow.....

Many pictures of the ongoing projects have been posted on the website. Click on:

- Facilities/Measure A;
- Multi Media
- Photos

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

## 11. BUSINESS ADMINISTRATION

- 11.1 Adoption of Resolution #2 0910, Authorization to Apply for Qualified School Construction Bonds (QSCB) as Authorized by the Federal Government through the American Recovery and Reinvestment Act (ARRA) of 2009 (Goal #3, #4)

BACKGROUND INFORMATION: Through the American Recovery and Reinvestment Act (ARRA) of 2009, the federal government has authorized the issuance of Qualified School Construction Bonds (QSCB). One hundred percent of the bonds must be used for construction of public school facilities, rehabilitation or repair of public school facilities, acquisition of land on which public school facilities will be constructed, or for equipment related to the project constructed or rehabilitated with these funds. The bonds provide federal tax credits for bondholders in lieu of interest in order to significantly reduce an issuer's cost of borrowing. The ARRA provides for an allocation to each state, along with separate allocations for large school districts. Guidance provided by the Internal Revenue Service indicates that the allocation for California is \$773,525,000 in calendar year 2009 and it is anticipated to approximate the same amount in calendar year 2010. Additional allocations totaling \$581,966,000 in calendar year 2009 were made directly to California's eleven largest urban districts, which may choose to re-allocate any unused balance to the State of California.

CURRENT CONSIDERATION: In June 2006, the community of Ridgecrest passed Measure "A", a \$50.5 million Proposition 39 bond measure for the purpose of modernizing educational facilities within the Sierra Sands Unified School District. Since that time, the district has vigorously implemented its modernization plan with the use of Measure "A" funding. Shade structures at ten school sites, playgrounds and equipment, and school drop-offs at numerous sites have been modernized. It is anticipated that modernization of both Faller and Pierce Elementary Schools will be complete and come on-line on schedule at the beginning of the 2009-10 school year.

By the end of September, the district will be owed approximately \$10 million in state matching funds. Due to the current fiscal crisis, the district expects that receipt of funding will be delayed, perhaps significantly. At the current rate of assessed valuation growth, it is anticipated that additional Measure A bond monies through accumulated assessed valuation will not be available until 2013 or 2014. With Qualified School Construction Bonds, the district has the opportunity to obtain additional funding for modernization at very favorable terms. The bonds will also allow the district to continue its modernization program unabated.

Passage of Resolution #2 0910 will authorize the district to make application with the California Department of Education for approval and an allocation of funds under the QSCB program. Passage of this resolution does not bind the district in any way to taking any action. It merely allows the district to make application for the funds. Applications will be accepted between July 15, 2009 and August 25, 2009. This program is

available to all California school districts and applications will be funded on a first-come first-served basis, which is the reason staff is requesting adoption of the resolution at this time. District staff will work with its financial agent Caldwell Flores Winters, Inc. in structuring the application so that it will provide the greatest benefit to the district.

Some of the features of the program:

- The interest rate is projected to be significantly lower than traditional tax exempt bonds because the QSCB holder receives tax credit in lieu of interest.
- The bond structure may be very flexible. As this program has just been authorized through the federal government, many of the program specifics are unavailable at this time.

Staff wishes to advance its recommendation to proceed with the resolution with the understanding that once all of the particulars are known and understood, the district may decide not to proceed with the issuance of QSCB bonds. The unknowns regarding payment options, arbitrage issues, and potential yearly costs to the district are of concern for the staff. The staff is reluctant to advise assuming additional debt at this time, and the possibility exists that participation in this program will not be advantageous to the district. More needs to be known and understood about the program. Because funding will be disbursed on a first-come first-served basis, staff believes that it is in the district's best interest to pass the resolution and submit the application with the understanding that a number of questions and concerns are still to be resolved. The board will be updated on the specifics of this program and the potential impact to the district with respect to its ultimate action as more information becomes available.

**FINANCIAL IMPLICATIONS:** There is potential for an additional \$25 million available to be used for district modernization programs. Transaction costs which are subsumed in the bond range from approximately \$300,000 to \$450,000. Additional costs, unknown at this time, may also be involved.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt Resolution #2 0910 authorizing the district to apply for Qualified School Construction Bonds through American Recovery and Reinvestment Act funding for future Sierra Sands construction, as presented.

**RESOLUTION NO. 2 0910**

RESOLUTION OF THE BOARD OF EDUCATION OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT DIRECTING THE SUPERINTENDENT TO PREPARE, COMPLETE, AND SUBMIT AN APPLICATION FOR QUALIFIED SCHOOL CONSTRUCTION BONDS, AND ENTER INTO AGREEMENTS TO EFFECTUATE THE FINANCING, DESIGN, AND CONSTRUCTION OF THE QUALIFIED PROJECTS.

WITNESSETH:

WHEREAS, the American Recovery and Reinvestment Act of 2009 (ARRA) has been enacted to stimulate the economy by, among other things, creating incentives to finance public school facilities; and

WHEREAS, the Qualified School Construction Bond (QSCB) program, which is part of ARRA, presents the District with an opportunity to finance facilities needs at a very low interest rate; and

WHEREAS, the District proposes to apply for a QSCB allocation pursuant to 26 U.S.C 54F to further the educational goals of the District; and

WHEREAS, the District is a political subdivision of the State of California and, therefore, is an "eligible issuer" as defined in IRS Notice 2009-35; and

WHEREAS, "qualified purpose" is defined in 26 U.S.C 54F and IRS Notice 2009-35 as (1) the construction, rehabilitation, or repair of a public school facility, (2) the acquisition of land on which such a public school facility is to be financed in part by QSCB proceeds, or (3) the acquisition of equipment to be used in such a public school facility that is being financed in part by QSCB proceeds; and

WHEREAS, the District has determined that it is in the best interests of the students, residents, and landowners, and for the orderly financing, design, and construction of the qualified projects to use the QSCB allocation for such qualified purposes as detailed in Exhibit A; and

WHEREAS, the application to receive authorization to issue QSCBs may be submitted to the California Department of Education (the "Department") starting July 15, 2009 or such other date as the Department may establish.

**NOW, THEREFORE, THE GOVERNING BOARD OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are all true and correct.

Section 2. The Board of Education hereby authorizes and directs the Superintendent and other officers of the District, jointly and severally, for and in the name of and on behalf of this District, to take any and all actions, including any amendment necessary to Exhibit A, which may be necessary or advisable in their discretion to cause the preparation and filing of an application with the California Department of Education (the "Department") for an approval and allocation under the Department's QSCB program and to execute necessary agreements for the financing and pre-design/construction services with Caldwell Flores Winters, Inc., Blach Construction, and other consultants as may be needed.

Section 3. The Board of Education hereby declares the District's intention to reimburse itself for the cost any qualified purpose incurred prior to issuance of a QSCB from the proceeds of such QSCB when issued.

Section 4. In connection with the issuance of a QSCB and use of any proceeds, the Board of Education directs the Superintendent and other officers of the District, jointly and severally, for and in the name of and on behalf of this District, to take any and all actions which may be necessary or advisable in their discretion to comply with any requirements of the Internal Revenue Service and the Department.

Section 5. This resolution shall take effect upon adoption.

I HEREBY CERTIFY that the foregoing resolution was duly adopted at a meeting of the Board of Education of the Sierra Sands Unified School District held on the sixteenth day of July, 2009, by the following vote:

AYES:  
NOES:  
ABSENT:

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Clerk of the Board

## EXHIBIT A

The SIERRA SANDS UNIFIED SCHOOL DISTRICT is planning the modernization of its school sites in the following ways:

To improve the quality of education, Sierra Sands Unified School district will construct new classrooms, upgrade, renovate, and modernize classrooms and facilities, upgrade electrical and other utilities, upgrade plumbing systems, renovate restrooms, make health and safety improvements, repair and replace roofs, as well as improve student access to computers and technology.

### All Eligible Projects:

Burroughs High School 500 French Street Ridgecrest, CA 93555	\$14,000,000.00
Las Flores Elementary School 720 W. Las Flores Avenue Ridgecrest, CA 93555	\$4,024,585.00
Richmond Elementary School 1206 Kearsarge Street Ridgecrest, CA 93555	\$4,963,694.00
Mesquite Continuation High School 140 W. Drummond Avenue Ridgecrest, CA 93555	\$2,157,474.00
Monroe Middle School 340 W. Church Street Ridgecrest, CA 93555	\$2,430,235.00
Murray Middle School 921 E. Inyokern Rd. Ridgecrest, CA 93555	\$4,831,677.00
Inyokern Elementary School 6601 Locust Street Inyokern, CA 93527	\$1,768,636.00
Career Technical Educational Building at BHS Campus 500 French Street Ridgecrest, CA 93555	\$6,000,000.00
Total:	\$40,176,301.00

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATION: “A” and “B” warrants released in June 2009 are submitted for approval. “A” warrants totaled \$2,451,651.55. “B” warrants totaled \$2,346,301.34.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for June 2009 as presented.

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

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

**"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$3,365,259.76
End of month classified	\$586,416.90
10th of month certificated	\$183,199.05
10th of month classified	\$93,642.03
<b>Total "A" Warrants</b>	<b>\$4,228,517.74</b>

**"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 162	\$317,328.03
Batch 163	\$75,277.57
Batch 164	Food Service
Batch 165	\$55,135.96
Batch 166	\$42,131.34
Batch 167	\$3,886.81
Batch 168	\$75,965.69
Batch 169	\$574,801.00
Batch 170	\$131,471.01
Batch 171	\$81,271.82
Batch 172	\$5,154.23
Batch 173	Food Service
Batch 174	\$93,346.86
Batch 175	\$35,810.21
Batch 176	\$92,703.93
Batch 177	\$91,051.66
Batch 178	\$5,642.29
Batch 179	\$349,347.14
Batch 180	\$55,916.06
Batch 181	\$1,080,641.00
<b>Total "B" Warrants</b>	<b>\$3,166,882.61</b>

## 12. CONSENT CALENDAR

- 12.2 Adoption of Resolution #3 0910, Child Care and Development Services for 2009-10, State Preschool and Extended Day Care (Latchkey) Programs (Goal #1, #2, #4, #5)

BACKGROUND INFORMATION: The Sierra Sands Unified School District has operated a state preschool at Inyokern Elementary School since 1998. A state preschool program began at Pierce School in 2005 and the program was expanded to Faller in January 2009. The state preschools operate through contracts between the California Department of Education (CDE) Child Development Division and Sierra Sands Unified School District. Services are provided through an agreement between a private contractor and Sierra Sands Unified School District.

CURRENT CONSIDERATIONS: The contracted funding for state preschool programs at Faller, Inyokern, and Pierce Elementary Schools for the 2009-10 school year is \$549,839. In addition, the district is being awarded an additional Extended Day Care (Latchkey) grant of \$83,554. This award is being transferred from High Desert Leapin' Lizards, which ended child care services at their center in January 2009. Annual board approval of the resolution and contracts between the Sierra Sands Unified School District and the California Department of Education is required. Resolution #3 0910 must be adopted in order to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the 2009-10 fiscal year.

FINANCIAL IMPLICATIONS: Child Development Services are in Tier I, which means they are exempt from budget cuts and have no flexibility provisions. Funding for the state preschool program is provided by the State of California at a maximum potential reimbursement for program expenses of \$549,839 for the 2009-10 school year. Funding is reimbursed for actual attendance of students at the rate of \$34.00 per day per child of full-time enrollment and actual expenditures in the program not to exceed the maximum reimbursable amount. The Latchkey program is reimbursed at the rate of \$24.17 per day for a maximum of \$83,554 per year. The district must request reimbursement quarterly from the California Department of Education.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #3 0910 certifying its approval to enter into transactions with the California Department of Education for the purpose of providing child care and development services and to authorize the superintendent to sign contract documents for fiscal year 2009-10.

**RESOLUTION**

Resolution #3 0910

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.**

**RESOLUTION**

BE IT RESOLVED that the Governing Board of Sierra Sands Unified School District

authorizes entering into local agreement number/s \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Joanna Rummer</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2009/10, by the Governing Board of Sierra Sands Unified School District of Kern County, California.

I, \_\_\_\_\_, Clerk of the Governing Board of \_\_\_\_\_, of \_\_\_\_\_, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CSPP-9134

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 15-7374-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SIERRA SANDS UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2009 through June 30, 2010. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.00 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$549,839.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 16,171.7

Minimum Days of Operation (MDO) Requirement 210

Exhibit A, Standard Provisions for State Contracts attached.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Joanna Rummer Superintendent	
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 113 Felspar Ridgecrest, CA 93555	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 549,839	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Department of General Services use only
	(OPTIONAL USE) See Attached		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM See Attached	CHAPTER	STATUTE
TOTAL AMOUNT ENCUMBERED TO DATE \$ 549,839	OBJECT OF EXPENDITURE (CODE AND TITLE) 702		FISCAL YEAR
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-9134

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 34,065	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7374	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 34,065	ITEM 30.10.020.001 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,563	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,563	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8530			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 509,211	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7374			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 509,211	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 35	DATE	



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 09 - 10**

DATE: July 01, 2009

CONTRACT NUMBER: CLTK-9013

PROGRAM TYPE: EXTENDED DAY CARE  
(LATCHKEY)

PROJECT NUMBER: 15-7374-00-9

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SIERRA SANDS UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2009 through June 30, 2010. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$24.17 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$83,554.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 3,457.0

Minimum Days of Operation (MDO) Requirement 210

Exhibit A, Standard Provisions for State Contracts attached.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Joanna Rummer Superintendent			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 113 Felspar Ridgecrest, CA 93555			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 83,554	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 23252-7374		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.020.015 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 83,554	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6080 Rev-8530				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		36		DATE	

## STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

### Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed contract will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and *Public Contract Code* Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

12. CONSENT CALENDAR

- 12.3 Approval of Contract Renewal for Services with Richard Gonzalez & Associates to Update Eligibility for Modernization and New Construction under the State of California’s School Facilities Program *(Goal #4)*
- 

BACKGROUND INFORMATION: The Sierra Sands Unified School District has had an ongoing relationship with Richard Gonzalez & Associates to provide their expertise in the assessment of eligibility and origination of documents speaking to that eligibility for the State Allocation Board related to facilities

CURRENT CONSIDERATIONS: The district’s relationship with Richard Gonzalez & Associates has been very beneficial. There is a continued requirement for the district to provide updated documentation to the State Allocation Board. As the district moves forward in the implementation of its Facilities Master Plan through its use of Measure “A” bond funds, it recognizes the need for continued support in this area. Staff recommends that the district continue its relationship with Richard Gonzalez & Associates for an additional year.

FINANCIAL IMPLICATIONS: The cost of the contract with Richard Gonzalez & Associates is anticipated to be \$12,000. Estimated return on investment is significant. Developer fees monies is an appropriate fund source to be used for this item.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the contract with Richard Gonzalez & Associates to continue to support the district with its eligibility for and related issues associated with modernization and new construction as presented.



May 6, 2009

Elaine Janson  
Sierra Sands Unified School District  
113 Felspar  
Ridgecrest, CA 93555

Dear Ms. Janson:

Thank you for including our staff as part of your facilities construction team. We do not take that responsibility lightly and we would be honored to continue working with your team.

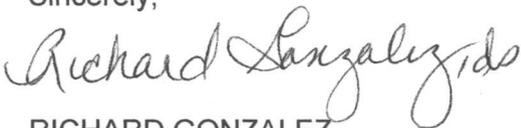
The need to closely monitor the availability of construction funding in California has become ever more important as we progress through the next year. With the recent State Fiscal Crisis, the State Allocation Board (SAB) has been forced into considering changes in the application process. Although they have approved bond funds to make available to qualifying projects, the SAB has not yet decided when they will be able to apportion funds to these projects.

Our office has been present at the Pooled Money Investment Board, SAB and Implementation Committee meetings to stay up to date with how the State will manage construction funding and this is shared through regular advisories. We actively participate in the development of the policies and regulations affecting the SAB during the discussions at the Implementation Committee meeting. We recognize that expending local resources to benefit from the facilities construction funding opportunities are important to your board and constituents. In return, we strive to maximize the funding provided from the State.

We have not increased our fee for service in the past two years. Given the increased financial pressures on the District, we propose to continue providing our services at the same rate as this past fiscal year. Our fee for service is an eligible expenditure of State funds and we are prepared to discuss how to minimize our impact on the District's local contribution to the State programs.

In conclusion, we look forward to continuing to be part of your facilities construction team and we are presenting a proposed agreement for your approval.

If you have any questions, please contact me at (916) 444-1270.

Sincerely,  
  
RICHARD GONZALEZ

Attachments:



## AGREEMENT FOR SERVICES

This agreement is made between **Richard Gonzalez & Associates, Inc.**, hereinafter referred to as the Contractor and the **Sierra Sands Unified School District**, hereinafter referred to as the Client, commencing July 1, 2009.

---

### Scope of Work

The Contractor agrees to:

1. Participate in planning and strategy sessions with the Client, design team and other consultants and governmental agencies, as necessary, to assist Client with its school construction program
2. Evaluate eligibility for new construction and modernization funding through the School Facilities Program
3. Evaluate opportunities to pursue facilities hardship funding to replace or rehabilitate facilities as appropriate
4. Advise and recommend on joint use funding opportunities
5. Advise and recommend on strategies for the sequencing and timing of applications for new construction, modernization and any other state funding program to maximize funding
6. Prepare documents for Client review in support of identified projects
7. Report regularly on activities and progress of projects
8. Coordination as necessary, with other state agencies
9. Intervention on behalf of client with agency staff
10. Coordination with design team and other Client consultants as needed

---

### Advisory Services and Policy Monitoring

Due to the constant fluctuations in program regulations and policies, the Contractor will monitor, collect and analyze data gathered through various outlets. Contractor will provide this data to Client through advisories. Monitoring services include:

1. State Allocation Board (SAB) monthly meetings
2. SAB Implementation Committee, the policy group responsible for review of new/ revised regulations, development of policy that is forwarded to the SAB for adoption

---

**Report Services** The creation of specialized reports, such as a Yield Study Report, shall be provided at a fee negotiated by the Client and Contractor.

---

**Compensation** For the services delineated above, the Client shall pay to the Contractor a monthly retainer of Five Hundred (\$500) Dollars per calendar month and fees for services charged on a time and materials basis. Services shall be billed in 15 minute increments at the rate of One Hundred Twenty Five (\$125) Dollars per Hour. Such payment is due and payable by the tenth of each month pursuant to invoicing by the Contractor. It is further understood that if the duties of the Contractor are increased or decreased in either scope or volume that the payment be increased or decreased by written addendum without requiring re-negotiation of this agreement.

---

**Reimbursement** The Contractor shall be reimbursed for pre-approved out-of-pocket expenses, which include any pre-approved charges for outside services specifically requested by the Client, printing charges and other like expenditure. In the event of travel to the District, the Contractor shall be paid the sum of One Thousand Two Hundred Dollars (\$1,200) per day per consultant to cover staff time, airfare, rental car, gas meals and hotel accommodations.

---

**Contractor's Limitations** The Client and Contractor expressly understand and agree that the Contractor, while engaged in carrying out the provisions of this agreement, is an independent contractor and is not an officer or employee of the Client. Furthermore, the Contractor is without authority to obligate the Client for indebtedness or other commitments without the express approval of the Client.

---

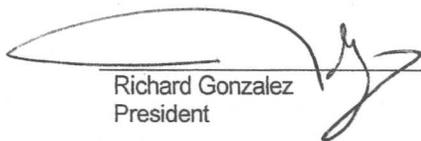
**Termination Clause** It is mutually agreed that this agreement shall continue until June 30, 2010 or unless terminated by either party upon thirty-day written notice.

---

---

RICHARD GONZALEZ & ASSOCIATES, Inc.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

  
Richard Gonzalez  
President

5-6-09  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

12. CONSENT CALENDAR

12.4 Approval of a Professional Services Agreement with the Law Firm of Fagen Friedman & Fulfroost, LLP for Legal Services

---

BACKGROUND INFORMATION: In 2006, the district began contracting with the law firm of Fagen Friedman & Fulfroost, LLP for legal counsel.

CURRENT CONSIDERATIONS: The district continues to be extremely satisfied by the services rendered by Ms. Melanie Petersen, the district's primary counsel, and her colleagues at Fagan Friedman & Fulfroost, LLP. In light of the district's continued satisfaction with Fagen Friedman & Fulfroost, LLP, the district wishes to continue association with the firm for legal services. A copy of the professional services agreement and fee schedule is attached.

FINANCIAL IMPLICATIONS: Fees charged in 2009-10 will remain the same as those charged in 2008-09.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the district continuing its professional services agreement with the law firm of Fagen Friedman & Fulfroost, LLP for legal services as presented.



# Fagen Friedman & Fulfroft LLP

Peter K. Fagen  
 Howard A. Friedman  
 Howard J. Fulfroft  
 Melanie A. Petersen  
 Laurie S. Juengert  
 Laurie E. Reynolds  
 James B. Fernow  
 Christopher D. Keeler  
 Jan E. Tomsky  
 Jonathan P. Read  
 Christopher J. Fernandes  
 Douglas N. Freifeld  
 Diane Marshall-Freeman  
 Roy A. Combs  
 Mark S. Williams  
 Lenore Silverman  
 Kimberly A. Smith  
 Kathleen J. McKee  
 Deborah R. G. Cesario  
 Ricardo R. Silva  
 Wesley B. Parsons

Brian D. Bock  
 Elizabeth B. Mori  
 Lee G. Rideout  
 Gretchen M. Shipley  
 William F. Schuetz, Jr.  
 Anne M. Sherlock  
 Shawn Olson Brown  
 Kelly R. Mittleman  
 Angela Gordon  
 Cynthia M. Smith  
 Emily E. Sugrue  
 Jennifer R. Rowe  
 Joshua A. Stevens  
 Lyndsy B. Rutherford  
 Rachel C. Disario  
 Dean T. Adams  
 Summer D. Dalessandro  
 Vivian L. Haun  
 Jennifer A. Postel  
 Tiffany M. Santos  
 L. Carlos Villegas  
 Elise Kirsten  
 Kerrie E. Taylor  
 Susan Park  
 Melissa Hatch  
 Jesse W. Raskin  
 Maggy M. Athanasious  
 Susan B. Winkelman  
 Anna J. Miller  
 Melissa L. Phung  
 Keith Yanov  
 Kelley A. Owens  
 Leslie A. Reed

Diana McDonough  
 Of Counsel

June 1, 2009

Peter K. Fagen  
 Direct Dial: 760-304-6009  
 pfagen@fagenfriedman.com

Joanna Rummer, Superintendent  
 Sierra Sands Unified School District  
 113 Felspar  
 Ridgecrest, CA 93555

Re: Agreement for Legal Services 2009-10 School Year

Dear Joanna:

We are truly appreciative of our continuing collaboration in addressing your legal affairs, and the trust you have placed in us. As we approach our third anniversary as a law firm, we are thankful for the client relationships that we have continued and those we have more recently started.

We realize the current fiscal crisis presents you with tremendous challenges. As you know, we have made only minimal adjustments in our rates since our founding in 2006, and we have decided to continue with that approach for the 2009-2010 school year in an effort to support your budget efforts. As always, we will work with you and your staff as efficiently as possible to control your legal expenses.

Enclosed please find our Agreement for Legal Services for the new contract year. Following Board approval, please sign and return a fully executed copy of the Agreement for our files.

We have built a law firm consisting of some of the best and most experienced school lawyers in California, specializing in such diverse practice areas as labor/employment, special education, facilities/business, real estate and sustainability, charter schools, governance, and litigation. We want to assure you that we will continue to provide the highest quality legal representation in all of our practice areas at moderate rates.

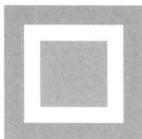
We value our relationship with you. If you have any questions regarding our services or billing, please do not hesitate to contact us at your convenience.

Sincerely,

FAGEN FRIEDMAN & FULLFROST, LLP

  
 Peter K. Fagen

PKF:ra



AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Sierra Sands Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective July 1, 2009:

Client hires Attorney as its legal counsel with respect to matters Client specifically refers to Attorney. Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Client agrees to pay Attorney for services rendered based upon the attached rate schedule. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Client shall pay Attorney's statements within thirty (30) days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

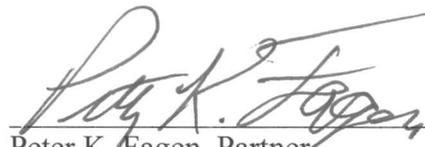
Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services hereunder after receipt of such notice. Attorney may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Sierra Sands Unified School District

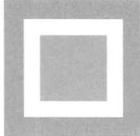
Fagen Friedman & Fulfroft, LLP

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

  
\_\_\_\_\_  
Peter K. Fagen, Partner

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

Date: 6-1-09



PROFESSIONAL RATE SCHEDULE

Sierra Sands Unified School District  
(Effective July 1, 2009)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Senior Partner / Of Counsel	\$ 210
Partner / Senior Attorney	\$ 205
Senior Associate	\$ 200
Associate	\$ 195
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 130
Paralegal	\$ 110

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

12. CONSENT CALENDAR

12.5 Approval of Recommendation for Expulsion, Expulsion Case #22 0809 and #23 0809

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 cases:

Expulsion Case #22 0809: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the spring semester of 2008-09 and the fall semester of 2009-10. The student may apply for readmission to Burroughs High School in January 2010. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #23 0809: As recommended by the administrative hearing panel, student is expelled for the remainder of the spring semester of 2008-09 and the fall semester of 2009-10. The student may apply for readmission to Burroughs High School in January 2010. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendations for expulsion, Expulsion Cases #22 0809 AND #23 0809, as presented.