SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education
Regular Meeting

AUGUST 20, 2015
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.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
Bill Farris, President
Tim Johnson
Kurt Rockwell
Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

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

2. APPROVAL OF MINUTES of the special meeting of July 13, 2015, the special concurrent and regular meetings of July 16, 2015, and the special meeting of July 20, 2015.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

   5.1 Student Member's Report

   5.2 Reports from Members of the Board

5.3 Superintendent's Report
- Beginning of Year Activities
- Back to School Night

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

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

6.1 Review and Approval of Adult School Program Offerings for the 2015-16 School Year
6.2 Review and Approval of High School Recovery Courses
6.3 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education
6.4 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education
6.5 Approval to Enter into a Contract with VocoVision

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0610, Compliance Monitoring and Support
7.2 Approval of Revisions to Board Policy 0620, Local Plan Development, Revision, and Adoption
7.3 Approval of Revisions to Board Policy 2420, Parent Rights
7.4 Approval of Revisions to Board Policy 2430, Data Collection
7.5 Approval of Revisions to Board Policy 2440, Annual Service Plan
7.6 Approval of Revisions to Board Policy 2450, Annual Budget Plan
7.7 Approval of Revisions to Board Policy 4410, Comprehensive System of Staff Development
7.8 Approval of Revisions to Board Policy 4411, Personnel Standards
7.9 Approval of Revisions to Board Policy 5210, Child Find
7.10 Approval of Revisions to Board Policy 5220, Equipment and Services
7.11 Approval of Revisions to Board Policy 5230, Consideration of General Education Resources after Referral
7.12 Approval of Revisions to Board Policy 5141.21, AR 5141.21, and Exhibit, Administering Medication and Monitoring Health Conditions
7.13 Revisions to Administrative Regulation 6183, Home Instruction

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

9. GENERAL ADMINISTRATION

9.1 Nominations for CSBA Directors-at-Large African American, American Indian, and County to the California School Boards Association (CSBA) Board of Directors

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues
10.2 Approval to Enter into Amendment #2 to the Agreement with RBB Architects for the Burroughs High School (BHS) Performing Arts Center HVAC Remediation Project

11. BUSINESS ADMINISTRATION

11.1 Blanket Authorization to Utilize Cooperative Purchasing Contracts (Piggybacks), Multiple Award Schedules, and Other Approved California State Contracts for Fiscal Year 2015-16

12. CONSENT CALENDAR

12.1 "A"&"B" Warrants
12.2 Authorization to Extend the Existing Contract with Waste Management of California, Inc. for Solid Waste Hauling Services for the 2015-16 School Year
12.3 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2015-16 School Year
12.4 Approval of University Intern Agreements with Brandman University
12.5 Contract With Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students
12.6 Authorization to Utilize Temporary Interfund Transfers throughout the 2016-16 School Year

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 10, 2015.

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.ssusdschools.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: July 13, 2015

TIME OF MEETING: 6:30 p.m.

PLACE OF MEETING: District Office Conference Room

MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell (telephonically), 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 The board will meet in closed session to conduct an evaluation of the superintendent.

   The board met in closed session and no action was taken.

3. ADJOURNMENT at 9:35 p.m.

THE BOARD OF EDUCATION

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Michael Scott, 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: July 16, 2015

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

MEMBERS ABSENT: 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.

10. CONSTRUCTION ADMINISTRATION

10.4 Approval to Enter into Amendment #3 to the Agreement with RBB Architects for the Burroughs High School Modernization Project

Motion passed to approve Amendment #3 to Agreement with RBB Architects as presented. JOHNSON/CASTILLO-COVERT

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

12. CONSENT CALENDAR

12.4 Approval of Interdistrict Transfer Agreement for Rosso

Motion passed to approve the Interdistrict Transfer Agreement for Rosso as presented. CASTILLO-COVERT/ROCKWELL

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

13. ADJOURNMENT

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk	Ernest M. Bell, Jr., Secretary to the Board

recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING:	July 16, 2015
TIME OF MEETING:	7:00 p.m.
PLACE OF MEETING:	Ridgecrest City Council Chambers
MEMBERS PRESENT:	Castillo-Covert, Farris, Johnson, Rockwell (arrived at 7:25 p.m.)
MEMBERS ABSENT:	Scott
STAFF PRESENT:	Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Board Member Tim Johnson.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

   The agenda was adopted by consensus as posted noting the Inyo-Kern Schools Financing Authority Agenda will be heard following Item 10.4 on the Concurrent Agenda and Item 12.4 on the Concurrent Agenda will be heard following Item 12.3 on the Consent Calendar.

2. APPROVAL OF MINUTES

   Hearing no comments, the minutes of the special and regular meetings of June 18, 2015 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

   5.1 Reports from Members of the Board

   Board Member Amy Castillo-Covert thanked the board for allowing her to attend the Section 8002 meeting in Boston. Section 8002 is the portion of NAFIS that deals with Impact Aid.

   5.3 Superintendent's Report

   Superintendent Bell reported the technology staff is currently working to implement a new website for district and school use. There will be new features for parents and staff including a mobile app. Staff is keeping busy this summer preparing for the upcoming school year. He stated the board self-evaluation will be held July 20, 2015.

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

Barb Walls, President of the Desert Area Teachers Association, asked the district to ensure school budgets are sufficient enough to provide teachers with basic classroom needs such as paper.

5.5 Communications from the public

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Revisions to English Language Development (ELD) Courses for Grades 6-12

Motion passed to approve revisions to ELD courses for grades 6-12 as presented.
JOHNSON/CASTILLO-COVERT

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 5131.2, Bullying

Motion passed to approve revisions to Board Policy 5131.2.
JOHNSON/CASTILLO-COVERT

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

7.2 Approval of Revisions to Board Policy 5145.3, Nondiscrimination/Harassment-Students and Addition of Administrative Regulation 5145.3, Nondiscrimination/Harassment-Students

Motion passed to approve revisions to Board Policy 5145.3. The addition of Administrative Regulation 5145.3 is presented for informational purposes and requires no action.
JOHNSON/CASTILLO-COVERT

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

7.3 Approval of Revisions to Board Policy 5145.7, Sexual Harassment-Students

Motion passed to approve revisions to Board Policy 5145.7.
CASTILLO-COVERT/JOHNSON

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

7.4 Revisions to Administrative Regulation 4121, Temporary/Substitute Personnel

This item was presented for informational purposes only and required no board action.

7.5 Presentation of Board Policy 4121, Temporary/Substitute Personnel

Board Policy 4121, Temporary/Substitute Personnel was presented for a first reading as a new policy and will be brought back to the board at the special meeting of July 20, 2015 for approval.

Board Member Rockwell joined the meeting at 7:25 p.m. and his votes will be reflected beginning with Item 8.1.

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 Approval to Increase the Certificated Substitute Employee Hourly Pay

Motion passed to approve Items 8.1 through 8.3 as presented.
JOHNSON/CASTILLO-COVERT

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

9. GENERAL ADMINISTRATION

9.1 Authorization for Board Member Travel

Motion passed to approve travel for Board Member Amy Castillo-Covert to attend the NAFIS Fall Conference in Washington, D.C. September 26-30, 2015.
JOHNSON/CASTILLO-COVERT

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

9.2 Appointment of Student Member to the Board of Education for the 2015-16 School Year Fall Semester

Motion passed to appoint Naya Taylor as the student member to the board for the 2015-16 school year fall semester. CASTILLO-COVERT/ROCKWELL

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

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

This item was presented for informational purposes only and required no board action.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

Mrs. Christina Giraldo, Assistant Superintendent of Business Services, introduced Mr. Steve Hubbard, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Mr. Hubbard stated recent conversations with Ms. Nia Hope from the Office of Economic Adjustment have provided strategies for approaching funding.

Burroughs High School project: Construction documents were submitted to DSA for review on June 17, 2015. The student parking lot and administration building continue in redesign as part of the process to bring the project into budget. Commencement of construction is now anticipated to be November 2015, pending DSA review schedule.

Murray Middle School project: DSA plan review is complete. Site remediation should begin October 2015. The initial DTSC required public participation survey will be mailed out next week.

HVAC remediation projects: The BHS PAC air handlers and Monroe projects have been approved for construction. Applications for State Facilities Hardship Funds remain in process.

10.2 Approval to Enter into a Second Amendment of Agreement with IBI Group Related to Soil Remediation Measures and Food Service Revisions for the New Murray Middle School

Motion passed to approve the amendment of agreement with IBI Group as presented.
CASTILLO-COVERT/JOHNSON

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

10.3 Approval to Negotiate a Contract for Proposition 39 Energy Conservation and Clean Energy Consultant Services

Motion passed to allow staff to negotiate a contract for Proposition 39 services.
JOHNSON/CASTILLO-COVERT

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

11. BUSINESS ADMINISTRATION

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:21 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 8:22 p.m.

12. CONSENT CALENDAR

12.1 “A” & “B” Warrants
12.2 Approval to Declare the Property Value of One Vehicle and Allow for the Sale of the Vehicle to an Auto Recycling Center as Surplus Property
12.3 Approval of Contract with Esther Sires to Serve as WorkAbility I Director for the 2015-16 School Year

Motion passed to adopt the consent calendar as presented.
CASTILLO-COVERT/ROCKWELL

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:23 p.m.

THE BOARD OF EDUCATION

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Michael Scott, 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: July 20, 2015

TIME OF MEETING: 6:30 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. POLICY DEVELOPMENT AND REVIEW

   2.1 Adoption of Board Policy 4121, Temporary/Substitute Personnel

   Motion passed to adopt Board Policy 4121, Temporary/Substitute Personnel. JOHNSON/ROCKWELL

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

3. GENERAL ADMINISTRATION

   3.1 The Board will Meet to Conduct a Self Evaluation

   The board completed the self evaluation. No action was taken.

3. ADJOURNMENT at 7:25 p.m.

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk Ernest M. Bell, Jr., Secretary to Board

6. EDUCATIONAL ADMINISTRATION

6.1 Review and Approval of Adult School Program Offerings for the 2015-16 School Year

BACKGROUND INFORMATION: The public agenda of a board meeting provides an opportunity for review and comment on the Adult School course of study that is required annually by California education code.

CURRENT CONSIDERATIONS: The courses listed below represent the adult school course of study for the 2015-16 school year. All courses have been approved by the California Department of Education as an Adult School course offering through the annual course approval process. Courses currently being offered assist adults in meeting their high school graduation requirements and provide support to adult English Learners.

Due to new legislation, AB 86, funds have been committed to regional consortia of K-12 and community college districts to collaborate regionally to develop plans for expanding and improving adult education services by creating linkages between the two educational systems. AB 86 provides for the development of seamless transitions for students to better serve the educational needs of adult learners. Sierra Sands and Cerro Coso staff are working together to develop and implement courses for adults. As new courses are developed to establish college/career pathways into post-secondary institutions, they will be brought to the board for review and approval. Additionally, AB 86 has defined "adult" as anyone 18 years old and older. As of 2015-16, the adult school program will no longer be available to high school students seeking credit recovery. A credit recovery program for high school students has been developed to address the needs of students seeking credit recovery.

High School Subjects	English as a Second Language
English: CAHSEE, General Literature, English 2, English 3, English Review	ESL-Level 1
Geography	ESL-Level 2
Modern World History	
U.S. Government	
U.S. History	
Economics	
Science	
Fine Art: Mixed Media Art, Music, Woodshop	
Basic Algebra	
CAHSEE Mathematics	
Independent Study	

FINANCIAL IMPLICATIONS: Beginning in 2015-16, the district will receive funding for Adult Education outside the Local Control Funding Formula. The Adult Education allocation for 2015-16 is $127,750.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board review and approve the Adult School Course of Study for the 2015-16 school year as presented.

California Department of Education

Date: June 01, 2015

To: JoAnne McClelland
Sierra Sands Unified School District
CDS: 15-7374

From: Cliff Moss
Education Programs Consultant
Adult Education Office
916–327–6378

Subject: Course Approval for 2015-16

Your request for approval of the following 58 courses have been received, recorded, and approved for the 2015-16 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2102	Basic English	2007	--
2402	Basic Mathematics	2007	--
9997	Community Access Skills and Functional Academics	2007	--
9998	Life Skills and functional Academics	2007	--
9996	Workplace Skills and Functional Academics	2007	--
2403	Algebra 1	2007	--
2404	Algebra II	2007	--
2816	Art Appreciation	2007	--
2803	Art History	2007	--
2603	Biology	2007	--
2450	Computer Literacy	2007	--
2401	Consumer Mathematics	2007	--
2618	Earth Science	2007	--
2701	Economics	2007	--
2131	English 10	2007	--

2132	English 11	2007	--
2133	English 12	2007	--
2130	English 9	2007	--
2198	English Elective	2007	--
2823	Fundamentals of Art	2007	--
2400	General Mathematics	2007	--
2611	General Science	2007	--
9972	Government	2007	--
2535	Health	2007	--
2621	Life Science	2007	--
2498	Mathematics Elective	2007	--
2307	Music Appreciation	2007	--
2226	Other Language Course (for native speakers)	2007	--
2702	Physical Geography	2007	--
2610	Physical Science	2007	--
2424	Pre-Algebra	2007	--
2714	Psychology	2007	--
2698	Science Elective	2007	--
2798	Social Science Elective	2007	--
9969	Test Preparation	2007	--
2709	United States History	2007	--
2728	World Cultures	2007	--
2711	World History: Survey	2007	--
2724	World Regional Geography	2007	--
9975	Basic Computer Literacy	2007	--
9978	Career Exploration	2007	--
9994	Civic Engagement Elective	2007	--
9976	College Exploration	2007	--
4341	Consumer Education	2007	--
2707	Current Events	2007	--
4342	Economics for Living	2007	--

9992	Employability and Life Skills I	2007	--
4361	Food and Nutrition	2007	--
9979	General Elective	2007	--
9995	Government and History (Citizenship Preparation)	2007	--
4391	Individual and Family Health	2007	--
2705	International Studies	2007	--
2548	Other Safety Education Course	2007	--
9982	Beginning ESL	2007	--
9986	ESL MultiLevel	2007	--
9983	General ESL	2007	--
9981	Intermediate ESL	2007	--
9985	VESL (Vocational ESL)	2007	--

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).
To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:
Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.

6. EDUCATIONAL ADMINISTRATION

6.2 Review and Approval of High School Recovery Courses

BACKGROUND INFORMATION: Due to new legislation, AB 86, Adult Education Reform, the adult school program is no longer accessible to high school minors seeking credit recovery. Therefore, a credit recovery program for high school students is necessary to support the recovery of credits needed to meet graduation requirements.

CURRENT CONSIDERATIONS: Sierra Sands Unified School District has been piloting online coursework over the past year in the Independent and Summer School programs. Students are responding positively to the online platform. In addition, unlike Adult School coursework, most online coursework currently being offered to students are A-G approved which will positively impact the percentage of students meeting A-G requirements, a LCAP metric.

Staff has created the Credit Recovery Program to address the needs of students who are credit deficient so that they may recover credits and remain on a timely path to graduation.

The new district credit recovery program is provided for students who need to repeat a course in which they were not successful. These classes will be held during afternoon two hour sessions from 3:00 p.m. to 5:00 p.m. or 5:00 p.m. to 7:00 p.m. at the Mesquite Computer Lab. All academic courses will be offered using a blended curriculum model: digital delivery and a SSUSD credentialed teacher available to provide intervention and support. In addition, elective courses may be offered through blended learning and/or a traditional classroom setting. A brochure describing the new credit recovery program is included in your packet for review.

FINANCIAL IMPLICATIONS: The unrestricted general fund will be used to support this program. It is estimated that this program will cost approximately $30,000 per year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board review and approve the high school Credit Recovery Program as presented.

Procedures and Guidelines

1. CRP is credit recovery for courses in which a student has earned an F (or a D in an a-g course)
2. Classes will be held at Mesquite HS
3. There will be no partial credits awarded. Students must complete the course curriculum and 5 credits will be earned.
4. This program is provided as a courtesy for our students. Misbehavior and/or discipline issues will not be tolerated and will result in immediate dismissal from the class with no credit earned.
5. Enrollment will be considered an extended day for students therefore, attendance is mandatory. Students must attend their registered classes for a minimum of 2 hours per week until the course is complete. If a class is missed more than three times (6 hours) and the student has not attended enough make up sessions, he or she will be dropped from class with no credit earned.
6. Classrooms will be staffed by credentialed teachers. Students may work at home by completing certain assignments; however, tests and exams MUST be completed in class. Students may attend other extended day sessions to work if room permits.
7. Transportation is the responsibility of the parent.

Fall 2015 Schedule

Juniors and Seniors Only

Day	3:00 – 5:00 pm	5:00 - 7:00 pm
Tue	**English** 1B, 2B, 3B, 4B **Math-** Algebra 1	**Social Studies** U.S. History World Geography
Wed	**Biology** Conc. Biology (Lab if available) **Social Studies** Economics Government M. W. History	**Math** Algebra 2 Geometry Pre Calculus **Science** Conc. Chemistry Earth Science
Thu	**English** Am. Lit Mod. Am. Lit World Lit British Lit	**Electives** Art Appreciation Creative Writing Sociology **Absence Makeup**

For more information, please contact:

Jo Anne McClelland
Principal of Alternative Education
jmcclelland@ssusd.org
760-499-1810

Sierra Sands Unified School District

CREDIT RECOVERY

Our credit recovery program is provided for students who need to repeat a course in which they were not successful.

All academic courses will be offered in a blended curriculum with digital delivery and a SSUSD credentialed teacher available for assistance.

Elective courses may be offered through blended learning or a traditional classroom.

All courses are A-G approved unless otherwise noted.

Course Offerings

English Language Arts Courses

American Lit & Mod Am Lit

English 1B and 2B

English 3B and 4B

English Lit & World Lit

CAHSEE Preparation *

*Not an A-G course

Digital Elective Courses

Art Appreciation

Creative Writing

Sociology

German 1, 2

Spanish 1, 2, 3

Science Courses

Conceptual Biology*

Conceptual Chemistry*

Conceptual Physics*

Earth Science*

Biology (A-G in development)

Chemistry (A-G in development)

Physics (A –G in development)

*Not an A-G course

Traditional Elective Courses

TBD

Social Studies Courses

Economics

Modern World History

U.S. Government

U.S. History

World Geography*

*Not an A-G course

Math Courses

Algebra 1

Algebra 2

Geometry

Pre-calculus

Statistics

Trigonometry

CAHSEE Preparation *

*Not an A-G course

Please see your counselor for more specific information.

Offerings are subject to change.

6. EDUCATIONAL ADMINISTRATION

6.3 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

BACKGROUND INFORMATION: The U.S. Dept. of Education, 2005 regulations implementing IDEA states: "...to the maximum extent appropriate, children with disabilities including children in public or private institutions or care facilities, are educated with children who are *non*disabled; and special classes, separate schooling or other removal of children with disabilities from regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." This regulation requires Local Education Agencies (LEA) to consider what support would be necessary for a student to be successful in a general education classroom.

CURRENT CONSIDERATIONS: The services of a medical professional licensed vocational nurse (LVN) are required in order to maintain the health and safety of one student currently enrolled in Sierra Sands as documented in the student's Individualized Education Plan (IEP). This student requires the constant monitoring of his potentially life-threatening disability. District nurses cannot provide constant supervision and services and still meet the needs of students in other schools. Services of medical professionals allow the district to provide instruction for the student in the least restrictive environment as required by federal and state law and ensure the physical safety of this student with exceptional medical needs while at school. Sanderson's Health Services of California, a Ridgecrest business, is a Non-Public Agency registered with the California Department of Education so the district can enter into a contract with them for these services.

FINANCIAL IMPLICATIONS: The contract with Sanderson's Health Services is in the amount of $78,300.00 to provide Health and Nursing Services for a Sierra Sands student for the 2015-2016 school year. The payment for the nursing services will be taken from the Medi-Cal budget which is an appropriate expenditure for this money. Services are to be provided only on days when school is in service and/or the student is in attendance at school.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Sanderson's Health Services of California as presented.

CONTRACT NUMBER: 1

2015-2016

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Sanderson's Health, 720 N. Norma, Ridgecrest, CA 93555
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT
SIERRA SANDS SELPA

I. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract has been developed by the Sierra Sands SELPA (hereinafter referred to as "SELPA"), on behalf of the Sierra Sands Unified School District and **Sanderson's Health Services** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to SELPA students with exceptional needs under the authorization of California Education Code Sections 56157, 56361, 56365, 56366, and 56366.1 through 56366.12, 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 Master Contract does not commit SELPA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement (hereinafter referred to as an "ISA") for Nonpublic, Nonsectarian School/Agency Services is executed between SELPA and CONTRACTOR on behalf of such individual, or interim telephone approval and subsequent written approval is given to CONTRACTOR by a representative of SELPA

Upon acceptance of a SELPA student, SELPA shall submit an ISA to CONTRACTOR. Unless otherwise agreed in writing, CONTRACTOR will provide all services specified in the student's Individualized Education Program (hereinafter referred to as an "IEP") or Individual Family Service Plan (hereinafter referred to as an "IFSP"). The ISA shall be executed within 90 days of an SELPA student's enrollment. SELPA and CONTRACTOR shall enter into an ISA for each SELPA student served by CONTRACTOR.

Unless placement and/or service is made pursuant to an Office of Administrative Hearings order, a court order or a lawfully executed agreement between SELPA and parent, SELPA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP/IFSP team meeting is convened, the IEP/IFSP team determines that a nonpublic school placement is appropriate, and the IEP/IFSP is signed by the SELPA student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school or as a nonpublic, nonsectarian agency (hereinafter referred to "NPS/NPA"). All NPS/NPA services shall be provided consistent with the area of certification specified by CDE and as defined in California Education Code Section 56366 et seq. A current copy of CONTRACTOR's NPS/NPA certification or a waiver of such certification issued by the CDE pursuant to California Education Code Section 56366.2 must be provided to SELPA 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.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, including the Individuals with Disabilities Education Act and related California law. CONTRACTOR shall also comply with all SELPA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or procedure 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 the Individuals with Disabilities Education Act, related California law and SELPA policies, procedures, and regulations and shall indemnify SELPA under the provisions of Section 16 of this Master Contract for all liability, loss, damage, and expense (including reasonable attorneys' fees and costs) resulting from or arising out of CONTRACTOR's failure to comply. CONTRACTOR shall comply with those policies relating to, among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, SELPA student enrollment and transfer, SELPA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that SELPA 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 NPS/NPA 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 1, 2015 to August 30, 2016 (Title 5, California Code of Regulations, Section 3062(a)). Neither CONTRACTOR nor SELPA 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 August 14, 2015. (Title 5, California Code of Regulations, Section 3062(d).)

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract incorporates the SELPA's policies and procedures and each individual ISA. 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. Not withstanding the foregoing, SELPA may modify their procedures from time to time without the consent of CONTRACTOR. Newly modified procedures are deemed incorporated herein and SELPA will notify CONTRACTOR within 60 days of any and all procedural changes that affect CONTRACTOR's performance under this agreement.

If CONTRACTOR does not return the Master Contract to SELPA duly signed by an authorized representative within 90 calendar days of issuance, the new contract rates will not take effect until the newly executed Master Contract is received 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 90-day period, all payments for education and services will continue at the prior contract year rate and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA until such time as the new Master Contract is signed and returned by CONTRACTOR to SELPA. In the event this Master Contract expires or terminates, CONTRACTOR shall continue to be bound by all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA for so long as CONTRACTOR is serving authorized SELPA students.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract must include an ISA developed for each individual SELPA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for SELPA students enrolled with the approval of the District superintendent or his/her authorized representative pursuant to California Education Code Section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided (1) there is a concurrent Master Contract in effect; (2) a placement or service is ordered pursuant to an Office of Administrative Hearings ("OAH") order, court order; or (3) SELPA and the student's parents executed a lawful agreement providing for the placement or service. ISAs are void upon termination or expiration of the Master Contract. In the event this Master Contract expires or terminates, CONTRACTOR shall continue to be bound by all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and SELPA for so long as CONTRACTOR is serving authorized SELPA students.

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

CONTRACTOR shall provide all services specified in the IEP/IFSP unless CONTRACTOR and SELPA agree otherwise in the ISA or otherwise provided in this Master Contract. (California Education Code Sections 56366(a)(5) and 3062(e).)

If a parent or SELPA initiates a due process proceeding with the OAH or files a complaint in a court of competent jurisdiction, CONTRACTOR shall abide by the "stay-put" requirements of state and federal law unless the SELPA and parent agree otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA, OAH, or a court. CONTRACTOR shall adhere to all SELPA requirements concerning changes in placement.

Disagreements between SELPA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Sierra Sands Board of Education 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 Master Contract:

A. The term "authorized SELPA representative" means a SELPA administrator assigned to the work with the Nonpublic Services issues.

B. The term "credential" means a valid credential, life diploma, permit, or document in special education or student 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).

C. 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 5 of the California Code of Regulations, Sections 3064 and 3065 or, in the absence of such requirements, the state education agency approved or recognized requirements, 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.

D. The term "license" means a valid, nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing agency 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. 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).

E. The term "parent" means the natural or adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision making rights by the natural or adoptive parent or a court of competent jurisdiction.

F. The term "day" means calendar day unless otherwise specified.

G. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable Sierra Sands Unified School District's programs.

H. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307 in which a SELPA student is in attendance and in which instructional minutes meet or exceed those in comparable SELPA programs unless otherwise stipulated in an IEP/IFSP or ISA.

I. The term "District" means the Sierra Sands Unified School District.

II. ADMINISTRATION OF CONTRACT

8. NOTICES

Any notice under this Master Contract will be in writing. Any written notice or other document shall be deemed to have been duly given on the date of personal service on a party, or on the second business day after mailing if the document is mailed by registered or certified mail and addressed to the party at the address set forth below or at the most recent address specified by the party 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 a party.

All notices mailed to SELPA shall be addressed to: Elaine Littleton, 1327 N. Norma, Ridgecrest, CA 93555.

Individual Service Agreements for Nonpublic School or Agency services will identify specific SELPA contract information.

Notices to CONTRACTOR shall be addressed as indicated on the signature page.

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 five years after termination of this Master Contract. For purposes of this Master Contract, "records" shall include but not be limited to pupil records as defined by California Education Code Section 49061(b); cost data in sufficient detail to verify the annual operating budget in providing education and designated instruction services to individuals with disabilities pursuant to Title 5 of the California Code of Regulations, Section 3061; registers and roll books of teachers and/or daily service providers; daily service logs, notes, and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record provision of services through individual adult assistance, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; 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 workers' compensation insurance policies; state NPS/NPA certifications; marketing materials; bylaws; lists of current boards of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement books; general ledgers or journals and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimiles thereof.

CONTRACTOR shall maintain SELPA 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 SELPA student's records which lists all persons, agencies, or organizations requesting or receiving information from the records. 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 SELPA student's records. Such log need not record access to the SELPA student's records by (a) the SELPA student's parent; (b) an individual to whom written consent has been executed by the SELPA student's parent; or (c) employees of SELPA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the records. For purposes of this section, "employees of SELPA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the SELPA student's 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 that in the event of school or agency closure it will forward SELPA student records to SELPA within two business days. These shall include but are not limited to current transcripts, IEPs, IFSPs, and all reports of any type.

10. **SEVERABILITY**

If any provision of this Master Contract 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 Master Contract binds CONTRACTOR's successors and assigns.

12. **VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in Kern County.

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

This Master Contract may be modified or amended by SELPA to conform to administrative and statutory guidelines issued by any state, federal, or local governmental agency. SELPA shall provide CONTRACTOR 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 modifications or changes are based.

14. **TERMINATION FOR CAUSE**

This Master Contract may be terminated for cause. To terminate the contract for cause, either party shall give 20 days prior written notice. At the time of termination, CONTRACTOR shall provide to SELPA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or SELPA may terminate an ISA for cause as well. Nothing in this section shall be interpreted to authorize CONTRACTOR to terminate the contract should the SELPA be required to provide service under section 6.

15. **INSURANCE**

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

A. During the entire term of this Master Contract, CONTRACTOR shall keep in effect policies of:

(1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability coverage);

(2) automobile liability insurance;

(3) professional liability/errors and omissions coverage including sexual molestation and abuse; and

(4) workers' compensation insurance/employer's liability insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

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

(2) Automobile Liability: $1,000,000 combined single limit.

(3) Professional Liability/errors and omissions coverage, including sexual molestation and abuse: $1,000,000 per occurrence/$2,000,000 aggregate.

(4) Workers' Compensation and Employer's Liability as required by the state in which the services are performed: $1,000,000/ $1,000,000/$1,000,000.

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

C. For all insurance coverages procured by CONTRACTOR, deductibles and self-insured retentions may not exceed $25,000 unless otherwise agreed to in writing by SELPA. Upon written demand, SELPA may require CONTRACTOR, at CONTRACTOR's sole cost, to cause its insurer to reduce the deductible to a level specified by SELPA or to eliminate altogether such deductibles or self-insured retentions with respect to SELPA, its officers, employees, agents, and representatives. Alternatively, upon written demand, SELPA may require CONTRACTOR, at CONTRACTOR's sole cost, to procure a bond guaranteeing payment of losses and related investigations, claims, administration, and legal costs associated with defending against claims.

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

(1) SELPA and SELPA and their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives are to be covered as additional insureds with regard to: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to SELPA or SELPA.

(2) For any claims related to the services, CONTRACTOR's insurance coverage shall be primary with respect to SELPA or District, their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained by SELPA or District, their governing boards, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of CONTRACTOR's insurance. CONTRACTOR's insurance must be entirely exhausted before the secondary policy maintained by SELPA may be called upon to contribute.

(3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to SELPA and District.

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

F. CONTRACTOR shall furnish SELPA and District original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of the above conditions are to be received and approved by SELPA and District before work commences. All certificates of insurance shall reference the 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.

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

16. **INDEMNIFICATION**

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

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

CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless SELPA or District, its Board, officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and SELPA and District shall have no obligation to indemnify, defend, or hold harmless CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

This indemnity shall survive termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that CONTRACTOR or SELPA may have under law and/or otherwise in this Master Contract.

17. **INDEPENDENT CONTRACTOR STATUS**

SELPA and CONTRACTOR agree that in performing the services specified in this Master Contract, CONTRACTOR shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar services to be performed for other parties while under contract with SELPA. CONTRACTOR will not accept such engagements which interfere with performance under this

Master Contract. CONTRACTOR's personnel are not entitled to participate in any pension plan, insurance, bonus, or similar benefits SELPA or SELPA provide for their employees.

Nothing contained in this Master Contract will be construed to imply a joint venture, partnership, or principal-agent relationship between SELPA, District, and CONTRACTOR. CONTRACTOR shall provide all services under this Master Contract 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 Master Contract 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 SELPA, District and any individual assigned by CONTRACTOR to perform any services for SELPA.

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

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

18. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to SELPA and before subcontracting for special education and/or related services pursuant to this Master Contract. 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 SELPA 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 SELPA with original endorsements affecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by SELPA before the subcontractor's work commences. All certificates of insurance shall reference the SELPA 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.

19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) and officers. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with SELPA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042, including but not limited to employment with SELPA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.

Unless CONTRACTOR and SELPA agree otherwise in writing, SELPA shall not execute an ISA with CONTRACTOR or amend an existing ISA for a SELPA 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 SELPA student without prior written authorization by SELPA or District. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the SELPA student is enrolled in CONTRACTOR's school/agency), or whether an assessment of the SELPA student is performed or a report is prepared in the normal course of the services provided to the SELPA student by CONTRACTOR.

When CONTRACTOR is an NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California 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 SELPA if provided by an individual who was an employee of SELPA within the 365 days prior to executing this Master 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 SELPA.

20. NONDISCRIMINATION AND HARASSMENT

Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religion, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, age, sexual orientation, denial of family and medical care leave and medical condition and shall comply with all applicable laws pertaining to employment."

21. ASSIGNMENT

No party may assign any rights or benefits, or delegate any duties under this Master Contract, without the written permission of the other party, except as expressly provided in this Master Contract. Any purported assignment without written consent shall be void.

22. PROVISIONS

Each and every provision of law and each and every clause which is required by law to be inserted into this Master Contract will be deemed to be inserted and the Master Contract will read as though it were included. If for any reason any such provision is not actually inserted, or is not correctly stated, this Master Contract shall be amended to make such insertion or correction as soon as possible.

23. ENTIRE AGREEMENT

This Master Contract, the ISA, and any exhibits or attachments hereto constitute the entire agreement between SELPA and CONTRACTOR in regard to the subject SELPA student, and supersedes any prior or contemporaneous understanding or agreement with respect to the services and student contemplated.

24. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and SELPA regarding implementation or interpretation of this Master Contract, ISA, or otherwise relating to this Master Contract, that are not informally, voluntarily resolved shall be addressed and/or resolved as set forth in this section of this Master Contract. This section shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term

of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute, or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury shall first attempt to resolve the dispute directly between senior level representatives of the parties. If SELPA is the party claiming injury, SELPA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify SELPA's Special Education Director or other SELPA employee known or reasonably believed to be responsible for SELPA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the District Superintendent and request that the District Superintendent participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, and if the party claiming injury wishes to pursue resolution of the dispute or disagreement, the party claiming injury shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which shall be no less than 15 and no more than 45 days after the date of the notice; (e) a location in the District's boundaries at which the Step Three meeting will be held; (f) a statement that SELPA shall invite a non-attorney representative not employed by SELPA and CONTRACTOR shall invite a non-attorney representative not employed by CONTRACTOR to attend the Step Three meeting. The date, time, or location of the meeting may be changed by written agreement of the parties, including to a date earlier than 15 days or later than 45 days after the date of the notice.

At the Step Three meeting, SELPA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties, or as otherwise may be provided under California law. The parties agree that this provision on disputes does not alter the parties' right to bring any action in accordance with the applicable statutes of limitations under state or federal law.

25. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of SELPA is provided by the governing board of SELPA.

26. RENEWAL

Neither CONTRACTOR nor SELPA is required to renew this Master Contract in subsequent years.

III. EDUCATIONAL PROGRAM

27. FREE AND APPROPRIATE PUBLIC EDUCATION

SELPA shall provide CONTRACTOR with a copy of the IEP/IFSP, including the Individualized Transition Plan of each SELPA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each SELPA student within the NPS or NPA consistent with the SELPA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is an NPS, CONTRACTOR shall not accept a SELPA student if it cannot provide or ensure provision of the services outlined in the student's IEP/IFSP.

Unless otherwise agreed to between CONTRACTOR and SELPA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for SELPA students as specified in the SELPA student's IEP/IFSP and ISA. CONTRACTOR shall make no charge of any kind to parent(s) for special education and/or related services as specified in the SELPA student's IEP/IFSP and ISA (including but not limited to screenings, assessments, or interviews that occur prior to or as a condition of the SELPA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a SELPA student's parent(s) for services and/or activities not necessary for the SELPA student to receive a free and appropriate public education after: (a) written notification to the SELPA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by SELPA of the written notification and a written acknowledgment signed by the SELPA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all SELPA requirements concerning parental acknowledgment of financial responsibility as may be specified in SELPA policies and regulations.

Voluntary services and/or activities not necessary for the SELPA student to receive a free and appropriate public education shall not interfere with the SELPA student's receipt of special education and/or related services as specified in the SELPA student's IEP/IFSP and ISA.

28. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR shall only provide services consistent with its area of certification set forth by its CDE certification.

When CONTRACTOR is an NPS, CONTRACTOR's general program of instruction shall: (1) be consistent with SELPA's standards regarding the particular course of study and curriculum; (2) include curriculum that addresses mathematics, literacy, and the use of educational assistive technology and transition services; (3) be consistent with CDE's standards regarding the particular course of study and curriculum; (4) provide the services as specified in the SELPA student's IEP/IFSP and ISA. SELPA students shall have access to the following educational materials, services, and programs to the extent available at the school district in which CONTRACTOR is located: (1) standards-based, core curriculum and the same instructional materials used by SELPA; (2) college preparation courses; (3) preparation and vocational training consistent with transition plans pursuant to state and federal law; and (4) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to SELPA prior to the effective date of this Master Contract.

When CONTRACTOR serves SELPA students in grades nine through 12 inclusive, SELPA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by SELPA students leading toward graduation or completion of diploma requirements.

When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with SELPA, District and CDE guidelines and provided as specified in the SELPA student's IEP/IFSP and ISA. The NPA providing behavior intervention services shall develop a written treatment plan that specifies the nature of its services for each student within 30 days of enrollment and shall be available upon request. 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. All services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during delivery of the services. CONTRACTOR shall immediately notify SELPA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to SELPA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. A CONTRACTOR providing behavior intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff.

When CONTRACTOR is an NPA, CONTRACTOR shall not provide transportation or subcontract for transportation services for a SELPA student unless SELPA and CONTRACTOR agree otherwise in writing.

29. **INSTRUCTIONAL MINUTES**

When CONTRACTOR is an NPS, 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 District students at like grade levels attending District schools, and shall be specified in the SELPA student's ISA developed in accordance with the SELPA student's IEP/IFSP.

For SELPA students in grades pre-kindergarten through 12, unless otherwise specified in the SELPA student's IEP/IFSP, in no case shall the number of instructional minutes, excluding recess, lunch, and passing time, be less than:

230 minutes for SELPA students in pre-kindergarten through grade 3, inclusive (Education Code Section 46113) or the minimum of instructional minutes for the pertinent grade level at the public school for a student's attendance, if greater;

240 minutes for SELPA students in grade four through twelve, inclusive (Education Code Sections 46113 & 46141); or the minimum of instructional minutes for the pertinent grade level at the public school for a student's attendance, if greater.

When CONTRACTOR is an NPA and/or related service provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the SELPA student's ISA developed in accordance with the SELPA student's IEP/IFSP.

30. **CLASS SIZE**

When CONTRACTOR is an NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per 12 students. Upon written approval by an authorized SELPA representative, class size may be temporarily increased to a ratio of one teacher to 14 students when necessary to provide services to students with disabilities.

A CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code Section 56441.5.

31. CALENDARS

CONTRACTOR shall submit to SELPA and District 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 SELPA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar and/or required by the IEP/IFSP for each student. Unless otherwise specified by the student's IEP/IFSP, educational services shall occur at the school site.

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

When CONTRACTOR is an NPA, CONTRACTOR shall be provided with a District developed/approved calendar. CONTRACTOR agrees to observe holidays as specified in the District developed/approved calendar. CONTRACTOR shall provide services pursuant to the District developed/approved calendar or as specified in the SELPA student's IEP/IFSP and ISA. Unless otherwise specified in the SELPA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to SELPA students only on those days that the SELPA student's school of attendance is in session and the SELPA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the District calendar unless otherwise specified in the SELPA student's IEP/IFSP and ISA.

32. DATA REPORTING

CONTRACTOR shall record and maintain raw data pertaining to each SELPA student's progress regarding each annual goal and corresponding benchmark or intermediate objective. Such data shall be recorded in a manner approved by SELPA. Such data shall be provided to SELPA upon demand and also in conjunction with periodic (at least monthly) progress reports.

CONTRACTOR shall record, maintain, and provide to SELPA upon demand attendance reports, billing information, cost data, and periodic student progress reports.

CONTRACTOR shall record and maintain cost data in sufficient detail to verify the annual operating budget of providing education and designated instruction and services to the SELPA's students. Fiscal records shall be maintained for a minimum of five years in accordance with Title 5 of the California Code of Regulations, Section 3061.

33. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and SELPA shall follow all SELPA policies and procedures that support least restrictive environment ("LRE") and/or dual enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP 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. If services are provided through dual enrollment in a public school and an NPS or NPA, in accordance with Title 5 of the California Code of Regulations, Section 3062(e), the ISA shall specify the provider of each service.

When an IEP/IFSP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist SELPA in implementing the IEP/IFSP team's recommendations.

34. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code Section 52052 in the same manner as public schools, and each SELPA student placed with CONTRACTOR by SELPA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. CONTRACTOR shall report the test results to CDE as required by California Education Code Section 56366(a)(8)(A).

If CONTRACTOR is an NPS, and unless otherwise specified in a SELPA student's IEP, CONTRACTOR shall administer the High School Exit Examination and all statewide achievement tests, such as any STAR related assessments, including the California Alternate Proficiency Assessment (CAPA), the California Achievement Test (CAT 6), or other assessments utilized by SELPA. If CONTRACTOR is an NPA, CONTRACTOR will cooperate with SELPA in administration of such assessments.

Pursuant to California Education Code Section 56366(a)(8)(B), if CONTRACTOR is an NPS:

A. Beginning with the 2006-07 school year testing cycle, CONTRACTOR shall determine its state testing period subject to subdivisions (b) and (c) of Section 60640 of the California Education Code.

B. Each CONTRACTOR shall notify the SELPA of its testing period;

C. CONTRACTOR's staff members who administer the assessments shall attend the regular testing training sessions provided by SELPA. If CONTRACTOR's staff members have received training from another SELPA, that training will be sufficient for all other SELPAs.

Pursuant to California Education Code Section 56366(a)(9), if CONTRACTOR is an NPS located within California, it shall prepare a school accountability report card in accordance with Section 33126 of the California Education Code. This provision is not applicable if CONTRACTOR is an NPS located outside of California.

35. ATTENDANCE AT SELPA MANDATED MEETINGS

CONTRACTOR shall attend SELPA mandated meetings when legal mandates and/or SELPA policies and procedures are reviewed, including but not limited to the areas of curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. SELPA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does <u>not</u> constitute a billable service hour.

36. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations, Sections 3001(c)-(f) and 3052, regarding positive behavior interventions, including but not limited to completion of functional analysis assessments, development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans, and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a Behavior Intervention Case Manager ("BICM") as that term is defined in Title 5 of the California Code of Regulations, Section 3001(f). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations, Sections 3052(l) and (k), 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 related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention designed to or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the SELPA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the SELPA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which 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 as a short-term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individuals; and (h) any intervention which deprives the SELPA student of one or more of his or her senses pursuant to California Code of Regulations, Section 3052(l)(1-8).

37. **STUDENT DISCIPLINE**

CONTRACTOR shall develop, maintain, and abide by a written policy for student discipline that is consistent with state and federal law and regulations, including California Education Code Section 48900 et seq., Title 20 of the United States Code, Sections 1516(j) and (k), Title 34 of the Code of Federal Regulations, Sections 300.519-300.527.

When CONTRACTOR seeks to remove a SELPA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to SELPA and a manifestation IEP/IFSP team meeting shall be scheduled by the SELPA. Written discipline reports shall include but not be limited to the SELPA student's name; the date, time, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the SELPA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and SELPA agree to participate in a manifestation determination at an IEP team meeting no later than the tenth day of suspension. The SELPA will conduct the manifestation determination IEP meeting. The manifestation determination IEP team meeting will be conducted consistent with Title 34 of the Code of Federal Regulations, Section 300.523, and Title 20 of the United States Code, Section 1516(k)(4).

38. **IEP/IFSP TEAM MEETINGS**

An IEP/IFSP team meeting shall be convened at SELPA annually to evaluate (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code Section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. Each SELPA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contact, CONTRACTOR and SELPA shall participate in all IEP/IFSP team meetings regarding SELPA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent(s), CONTRACTOR, or SELPA may request a review of the student's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place mutually convenient to parent(s), CONTRACTOR, and SELPA. CONTRACTOR shall provide to SELPA assessments and written assessment reports by service providers upon request and/or pursuant to SELPA policies and procedures. Attendance at IEP meetings does <u>not</u> constitute a billable service hour.

Changes in any SELPA 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/IFSP. In the event CONTRACTOR believes the student requires a change of placement, CONTRACTOR may request a review of the student's IEP/IFSP for the purpose 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(s) agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by SELPA, OAH or court order.

39. **SURROGATE PARENTS**

CONTRACTOR agrees to notify SELPA within seven school days when CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for an SELPA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child, and/or the child is a dependent or ward of the court and the court has specified the absence of the parents' education rights. CONTRACTOR agrees that SELPA or an authorized representative will select, appoint, and train the surrogate parent. The appointment of a surrogate parent will comply with California Government Code Section 7579.5. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by SELPA.

40. **DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings, including mediations and hearings, as requested by SELPA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall also assist SELPA in preparing for any proceeding related to a complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body including, but not necessarily limited to, meeting with SELPA and/or

its representatives prior to the proceeding and voluntarily appearing at the proceeding at the date(s) and time(s) provided by SELPA.

SELPA shall inform parents of their due process rights upon (1) each notification of an IEP/IFSP meeting, (2) proposal to reevaluate the child, (3) registration of a complaint or a request for a due process hearing, and (4) commencement of an expulsion proceeding. Upon request by SELPA, CONTRACTOR will assist SELPA in meeting its due process notification obligations set forth in this section of this Master Contract.

41. 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 SELPA 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 Sections 231.5(a)(b)(c); (4) Title IX Student Grievance Procedure, Title IX, Sections 106.8(a)(d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with the Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall provide SELPA and SELPA with copies of these written procedures.

42. SELPA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to SELPA and to the parent(s) on a quarterly basis, unless SELPA requests in writing that progress reports be provided on a monthly basis. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by SELPA's IEP/IFSP team or when pupil's enrollment is terminated.

SELPA shall complete academic or other assessments of the SELPA student, and the corresponding written reports, for the purpose of determining the SELPA student’s present levels. CONTRACTOR shall cooperate with SELPA.

43. TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an SELPA student’s transfer, for SELPA students in grades nine through 12 inclusive for evaluation of progress toward completion of diploma requirements as specified in District policies and procedures.

44. SELPA STUDENT CHANGE OF RESIDENCE

CONTRACTOR shall notify parent(s) in writing of their obligation to notify CONTRACTOR of a change in the pupil's residence. CONTRACTOR shall notify SELPA in writing of a pupil's and/or parent's change of residence within five school days after CONTRACTOR becomes aware of any change.

If the pupil's new residence is located within an area outside SELPA's and District’s service boundaries and CONTRACTOR fails to notify the SELPA, SELPA shall not be responsible for the costs of services delivered after the pupil's change of residence.

CONTRACTOR shall notify SELPA immediately when CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

45. WITHDRAWAL OF SELPA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report by telephone to SELPA if a pupil is withdrawn from school by the parent(s). CONTRACTOR shall confirm said telephone call in writing within five school days.

46. PARENT ACCESS

CONTRACTOR will provide for reasonable parental visits to all the school facilities, including but not limited to the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to SELPA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during but not limited to holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parents to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

47. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on District public school campuses, CONTRACTOR shall comply with California Penal Code Section 627.1 et seq. and SELPA and District procedures regarding visitors to school campuses specified by SELPA and District policy and in SELPA and District 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 District public school campuses.

48. LICENSED CHILDREN'S INSTITUTION 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 California Education Code Sections 56366(a)(2)(C), 56366.9, California Health and Safety Code Section 1501.1(b), AB 1858, AB 490 (Chapter 862, Statutes of 2003), and the procedures set forth in SELPA and District procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school owned by, operated by, or associated with an LCI, CONTRACTOR shall provide to SELPA a list of all SELPA students, including those identified as eligible for special education, on a quarterly basis. 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/IFSP at the time of enrollment.

Unless placement is made pursuant to an OAH order, court order or a lawfully executed agreement between SELPA and parent(s), SELPA is not responsible for the costs associated with NPS placement until the date on which an IEP/IFSP team meeting is convened, the IEP/IFSP team determines that an NPS placement is appropriate, and the IEP/IFSP is signed by the SELPA student's parent(s) or another adult with education decision making rights.

49. STATE MEAL MANDATE

If CONTRACTOR is an NPS, it shall assist SELPA and District to meet District's responsibilities to satisfy the State Meal Mandate under California Education Code Sections 49503, 49530, 49530.5, and 49550. If an NPS is an identified provider under the Child Nutrition Act, the NPS shall comply with National School Lunch Program standards.

50. MONITORING

CONTRACTOR shall allow access by SELPA to its facilities for monitoring of each SELPA and/or District's student's instructional program and shall be invited to participate in the review of each student's progress. SELPA shall have access to observe each SELPA and/or District student at work, observe the instructional setting, interview CONTRACTOR, and review each SELPA and/or District's student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, SELPA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also an LCI, SELPA shall annually evaluate whether CONTRACTOR is in compliance with California Education Code Section 56366.9 and California 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 a district validation review to be conducted as aligned with the CDE On-Site Review or more often if necessary. This review will address programmatic aspects of the NPS/NPA, compliance with relevant state and federal regulations, and Master Contract compliance.

CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and self review in accordance with CDE requirements.

CONTRACTOR understands that SELPA 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 an NPS, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

51. GRADUATION REQUIREMENTS--NPS

If the pupil is enrolled in an NPS and is of secondary school age, SELPA will list the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of diploma requirements. SELPA will provide a current transcript and specific list of courses required.

At the close of each semester, or upon pupil transfer, for pupils in grades 9 through 12, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence, or receiving school, for evaluation of progress toward completion of diploma requirements. If a

SELPA pupil requests to graduate from his or her District residence high school, the pupil may participate in the District residence high school's graduation ceremony if the IEP/IFSP team has made that decision by the end of the semester prior to graduation, unless agreed upon otherwise.

IV. PERSONNEL

52. CLEARANCE REQUIREMENTS

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

53. 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 California Education Code Section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations, Sections 3001(y), 3064, and 3065.

Only those NPSs or NPAs located outside of California that employ staff holding current valid credentials and/or licenses to render special education and related services as required by that state shall be eligible to be certified.

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. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to the provisions with respect to supervision.

54. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

CONTRACTOR shall submit to SELPA a staff list and all current licenses, credentials, 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 by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Kern County Superintendent of Schools. CONTRACTOR shall notify SELPA in writing within 45 days when personnel changes occur which may affect the provision of special education and/or related services to SELPA students as specified in the SELPA policies and procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits, and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. No later than ten school days after any credentialed/licensed personnel change that may affect the provision of special education and/or related services to SELPA pupils, CONTRACTOR shall provide copies to SELPA, and CDE of any changes in licenses or credentials in accordance with Title 5, Section 3062.

The provisions of this section shall apply in all circumstances except those in which a written waiver has been granted by the California State Board of Education with respect to state laws and regulations or by SELPA with respect to its requirements.

55. **STAFF ABSENCE**

When CONTRACTOR is an NPS and CONTRACTOR's classroom teacher 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 SELPA documentation of substitute coverage on a SELPA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. SELPA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is an NPA and/or related services provider and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute unless SELPA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA 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 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 SELPA.

V. HEALTH AND SAFETY MANDATES

56. **HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and SELPA 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 California Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to SELPA documentation of such compliance for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR before an individual comes in contact with a SELPA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations, 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.

57. **FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to SELPA 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 an NPS, 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 required to comply with applicable federal, state, and local laws, regulations, and ordinances.

58. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves a SELPA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the SELPA student with the administration of such medication after the SELPA 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 SELPA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to SELPA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each SELPA student to whom medication is administered. Such written log shall specify the SELPA 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. Any change in medication type, administration method, amount, or schedule must be authorized by both a licensed physician and parent.

59. INCIDENT/ACCIDENT REPORTING

CONTRACTOR agrees to submit a written accident report to SELPA within one days of an incident where a pupil has suffered an injury requiring medical attention, resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

60. CHILD ABUSE REPORTING

CONTRACTOR assures SELPA that all staff members and volunteers have been informed of their obligations to report child abuse and child neglect under California law, including but not limited to California Penal Code Section 11164 et seq.

CONTRACTOR agrees to provide annual training to all its employees regarding mandated reporting of child abuse, missing children, and dependent adults. CONTRACTOR shall maintain copies of signed statements as set forth in California Penal Code Section 11166.5 to the effect that each of CONTRACTOR's employees has knowledge of the provisions of California Penal Code Section 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number, and address of SELPA. When CONTRACTOR is aware of an allegation of staff abuse regarding a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code Section 11166(g)(1).

CONTRACTOR will notify its staff members of their responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing in accordance with California Education Code Section 49370.

If an employee of CONTRACTOR who has a reporting obligation under applicable California law observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of a pupil, or if a pupil reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

61. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the 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.

62. REPORTING MISSING CHILDREN

CONTRACTOR assures SELPA 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 SELPA. The written statement shall be submitted as specified by SELPA.

VI. FINANCIAL

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

CONTRACTOR shall assure that it has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every child.

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

CONTRACTOR shall keep records of each pupil's daily attendance in a register, report, or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code Section 56366(a)(7). When a pupil is absent for five consecutive days, CONTRACTOR shall notify SELPA of such absence in writing within one school day unless a written time extension is granted by a SELPA representative. CONTRACTOR will maintain written records regarding all SELPA pupil absences.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by adult 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 individual adult 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 SELPA or District during the effective period of this contract and for a period of five years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to SELPA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be submitted in the manner prescribed by SELPA in SELPA policies and procedures. Invoices shall be submitted no later than 30 days after the end of the attendance accounting period in which the services were rendered. SELPA 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 45 days of SELPA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies, if any, and submit rebilling invoices no later than 30 calendar days after the invoice is returned by SELPA. SELPA shall pay properly submitted rebilling invoices no later than 45 days after the date a completely corrected rebilling invoice is received by SELPA.

64. **RIGHT TO WITHHOLD PAYMENT**

SELPA 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 was overpaid by SELPA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 63; (d) education and/or related services are provided to SELPA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) prior to school closure or contract termination, SELPA has not received all documents concerning one or more SELPA students enrolled in CONTRACTOR's educational program; (f) 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 SELPA within five days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or any other agency or funding source for a service provided to a SELPA student.

The amount which may be withheld by SELPA 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 until the violation is cured; and (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the SELPA student.

If SELPA determines that cause exists to withhold payment to CONTRACTOR, SELPA shall, within ten business days of this determination, provide to CONTRACTOR written notice that SELPA is withholding payment. Such notice shall specify the basis for SELPA's withholding payment and the amount to be withheld. Within 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 SELPA'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, SELPA shall extend CONTRACTOR's time to correct deficiencies (usually an additional 30 days), otherwise payment will be denied.

If after subsequent request for payment has been denied CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to SELPA specifying the reason it believes payment should not be withheld. SELPA shall respond to CONTRACTOR'S notice within 30 business days by indicating that a warrant for the amount of payment will be made or stating the reason SELPA believes payment should not be made. If SELPA fails to respond within 30 business days or a dispute regarding the withholding of payment continues after the SELPA's response to CONTRACTOR's notice, CONTRACTOR may invoke the provisions of Section 24 of this Master Contract.

65. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify SELPA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to SELPA students. Upon request, CONTRACTOR shall provide to SELPA 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 SELPA students.

66. 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 SELPA documentation of substitute coverage pursuant to SELPA policies and procedures. Substitute teachers shall remain with their assigned class during all instructional time. SELPA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

If CONTRACTOR is providing a related service, whenever the related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute. SELPA 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 30 calendar days from the date on which the services should have been provided unless otherwise agreed in SELPA student's IEP/IFSP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is an NPS, no later than the sixth cumulative day of a SELPA student's unexcused absence, CONTRACTOR shall notify SELPA of such absence as specified in SELPA policies and procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code Sections 46010, 46010.3, and 46307. SELPA 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. SELPA shall not be responsible for payment of Designated Instructional Services (related services) for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is an NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Master Contract and as determined by SELPA) substitute, unless SELPA provides appropriate coverage in lieu of CONTRACTOR's service providers. SELPA 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 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 SELPA.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is an NPA, it shall notify SELPA of the absence of a SELPA student no later than the fifth consecutive service day of the student's absence, as specified in the SELPA Procedures. Unless otherwise stipulated in the student's IEP/IFSP, SELPA shall not be responsible for the payment of services when a student is absent. When make-up services are specified on the student's IEP/IFSP, services must be provided within ten days of SELPA student's return from absence.

67. **INSPECTION AND AUDIT**

CONTRACTOR shall maintain and SELPA 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 Master Contract.

CONTRACTOR shall provide access to SELPA to all records, including but not limited to: pupil 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 and other documents used to record provision of services by behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials and business licenses held, documents evidencing other qualifications, social security numbers, 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; liability and workers' compensation insurance policies; state NPS and NPA certifications; marketing materials; bylaws; lists of current boards of directors/trustees; statements of income and expenses; cash receipts and disbursement books; general ledgers and journals and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimiles thereof. Such access shall include unannounced inspections by SELPA or SELPA. CONTRACTOR shall make available to SELPA all budgetary information, including operating budgets submitted by CONTRACTOR to SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the offices of SELPA, or CONTRACTOR (to be specified by SELPA) at all reasonable times and without charge. All records shall be provided to SELPA within two business days of a written request from SELPA. CONTRACTOR shall, at no cost to SELPA, provide assistance for such examination or audit.

SELPA'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 SELPA, unless SELPA agrees to use of the electronic format.

CONTRACTOR shall obtain written agreements to the requirements of this section from its subcontractors and suppliers, and shall provide copies of such agreements to SELPA upon request by SELPA

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

68. **DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its principals 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.

69. **RATES FOR BASIC EDUCATIONAL PROGRAM AND SERVICES**

Rate Schedule. Special education and/or related services offered by CONTRACTOR and the charges for such special educational and/or related services during the term of this Master Contract shall be as follows: $435 daily x 180 days for the other student=$78,300.

This contract is effective on the first day of September 2015, and terminates at 5:00 p.m. on the thirty-first day of August 2016, unless sooner terminated as provided herein.

SIERRA SANDS SELPA

By:_____ ____ Date:_____
Ernie Bell, Superintendent, on behalf of
Sierra Sands Board of Education

Sanderson's Health Services

By: _____ Date:_____
Gale Sanderson, Contractor

Address : 720 N. Norma
Ridgecrest, CA 93555

6. EDUCATIONAL ADMINISTRATION

6.4 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

BACKGROUND INFORMATION: Sierra Sands employs two school nurses that monitor the medical needs of the students, TK-12. In addition to the mandated vision and hearing screenings in grades TK/K, 2nd, 5th, 8th, and 10th, nurses are responsible for ensuring that student medications are administered according to the physicians' orders, the appropriate paperwork is completed, and that the students' emergency cards reflect the students' medical conditions. School nurses are also required to screen all students with special needs prior to an initial placement and a triennial IEP. They develop health plans for students with IEPs and 504 Plans that need close monitoring of their health issues including medication. They train staff each year in the administration of certain medications and how to respond to emergency situations.

CURRENT CONSIDERATIONS: Due to the increase of students with disabilities who have intensive medical needs, the two district nurses cannot provide constant supervision and services and still meet the needs of students in other schools. The district wishes to contract for the services of a licensed vocational nurse (LVN) to assist the school nurses in meeting the medical supervisory needs of the students in Sierra Sands. Most of the students who will need this service are located at one of the district's elementary schools; however, one of the middle schools has four students with diabetes who will need to be supervised in managing their condition. Sanderson's Health Services of California, a Ridgecrest business, is a Non-Public Agency registered with the California Department of Education so the district can enter into a contract with them for these services

FINANCIAL IMPLICATIONS: The contract with Sanderson's Health Services is in the amount of $67,875 to provide Health and Nursing Services for Sierra Sands students for the 2015-16 school year. The payment for the nursing services will be taken from the Medi-Cal budget which is an appropriate expenditure for this money. Services are to be provided only on days when school is in service and/or the student is in attendance at school.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with Sanderson's Health Services of California as presented.

Agreement for Professional Services

This Agreement is entered into between the Sierra Sands Unified School District ("District") and Sanderson's Health Services, Inc. ("Contractor" and is dated, for reference, August 11, 2015.

The parties agree as follows:

1. **NURSING SERVICES.** Contractor agrees to render services as assigned by the District Superintendent or designee consistent with and relating to L.V.N. Nursing Services, 6.25 hours per day, for 181 days.
2. **PAYMENT FOR SERVICES.** Contractor agrees to undertake the work defined in paragraph 1 for payment at the rate of $60.00 per hour.

   All work shall be performed only as **pre-approved** by the Executive Director of SELPA.

   All Payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

   Contractor will invoice District not more frequently than monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within 45 days of receipt of invoice.
3. **TERM OF AGREEMENT.** The term of this Agreement begins on August 11, 2015 and ends May 26, 2016. Extension or renewal requires approval of District or its authorized representative. Compensation will not be increased without approval of the District or its authorized representative.
4. **TIME FOR PERFORMANCE.** All services required of the Contractor will be completed on or before the specified end of the term.
5. **RECORDS.** Contractor will maintain full and accurate records in connection with the Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District, including, but not limited to, reports to the Sierra Sands Unified School District Board of Trustees, or other reports that Contractor may be asked to generate. Contractor agrees to keep copies of records for a period of no less than two (2) years.
6. **STATUS OF CONTRACTOR.** District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work assigned and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with District. 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 the District provides for its employees.
7. **HOLD HARMLESS.** Contractor shall defend, indemnify, and hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from the acts or omissions of Contractor, its officers, agents or employees relating to this Agreement.
8. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. **INSURANCE.** Contractor will maintain Employer Liability insurance in accordance with state regulations. General liability insurance will be maintained at a minimum level of $1,000,000 per

occurrence and $2,000,000 aggregate. Excess liability insurance will be maintained at a minimum level of $5,000,000 per occurrence/aggregate. Professional liability insurance will be maintained at a minimum level of $1,000,000 per occurrence and $3,000,000 aggregate.

10. **SCOPE OF WORK.** The following outlines the Scope of Work for the Contractor during the terms of this Agreement:

A	Administer medication
B	Assist district nurse in vision and hearing screenings for students
C	Monitor medically fragile students
D	Perform services listed above at different school sites in district as needed
E	

11. **TERMINATION**: One party may terminate this Agreement prior to its expiration on 30 days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.
12. **MODIFICATION OR ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District or its authorized representatives of the parties and their business addresses as follows:

For Sierra Sands Unified School District

_____

Christina Giraldo
Asst. Supt. of Business & Support Services

Date:_____

For Sanderson's Health Services, Inc.

_____

Gale E. Sanderson
CEO

Date:_____

94-3321540
Taxpayer ID or Social Security Number

720 N. Norma St. Suite E
Address

Ridgecrest, CA 93555
City/State/Zip

6. EDUCATIONAL ADMINISTRATION

6.5 Approval to Enter into a 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 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 district is currently down one full-time Speech Language Therapist due to retirement.

CURRENT CONSIDERATIONS: At the end of the 2014-15 school year, when one of the district's Speech Therapists submitted a resignation, the district immediately advertised the position on the EdJoin website. There have been no applicants for this position. In order to find a full-time speech therapist, district staff contacted three agencies that provide specialized personnel to school districts. One of the three agencies, Soliant Health, attempted to find a candidate with no success. The agency made the recommendation that the district consider using the services of tele-therapy. VocoVision is a company affiliated with Soliant Health. They provide speech therapy through the use of touch screen computers which they supply to the districts. The therapy is provided by licensed speech therapists that are qualified in the state of California. District staff believes the therapy needs of the district can be met by using tele-therapy to deliver therapy to students at two schools in the district.

FINANCIAL IMPLICATIONS: The estimated cost of the therapy, refundable deposit on two touch screen computers, and nonrefundable shipping charges on the equipment is $37,445.92 which will come from the Special Education budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board grant district staff approval to enter into a contract with VocoVision for the services of a speech tele-therapist and two touch screen computers for the remainder of the 2015-16 school year.

VocoVision

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 Telepractitioner under the following terms:

VocoVision Therapist	TBD during interview process with client/VocoVision		
Client:	Sierra Sands SELPA		
Assignment Start Date:	8/12/2015	**Assignment End Date:**	5/26/2016
Position:	TeleSpeech		
Minimum Hours:	~~40 a week~~ 30 a week -QT 8/13		
Bill Rate per Hour	$ 85	*Bill Rate is all-inclusive*	
Technology Fee:	$ 1,200 (2 stations)		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $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:	* Start date is pending the time in which receiving client contract and thereafter station delivery. *shipping for stations other than what is standard; if client requests to have stations delivered my other means (i.e overnight, next day, etc) this exact amount will be invoiced to district.		

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

Attention:	Becky McDiarmid
Client:	Sierra Sands Unified School District
Address:	113 Felspar Ave
City, State, Zip:	Ridgecrest, CA 93555

SSierra Sands Umified School District	**VOCOVISION**
Client Name	
Elaine Littleton Elaine Littleton (Aug 12, 2015)	Ashley Goldston Ashley Goldston (Aug 7, 2015)
Client Representative Signature	VocoVision Representative Signature
Elaine Littleton	Ashley Goldston
Print Name	Print Name
Executive Director	Director of Business Development
Title	Title

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0610, Compliance Monitoring and Support

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 0610, Compliance Monitoring and Support, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with language used in California Education Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 0610, Compliance Monitoring and Support, as presented.

Philosophy, Goals, Objectives, and Comprehensive Plans BP 0610

Program Compliance Monitoring and Support

The Sierra Sands SELPA has been formed to assure access to special education and services for all individuals with exceptional needs residing in the geographic area served by the ~~member district~~ ***Sierra Sands Unified School District***. ***The SELPA shall ensure that the District complies with the Individuals with Disabilities, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and related state law.*** The Board is responsible for monitoring the ~~completed~~ ***Local P~~p~~lan*** to verify that the duties and responsibilities assigned within the ***P~~p~~lan*** are carried out.

A combination of factors must be reviewed to determine the quality of a program or service or the degree to which an agency is compliant with the intentions of the law. As the State monitors ~~LEAs~~ ***local education agencies*** and takes action to encourage and enforce compliance, it is incumbent upon ***the*** SELPA~~s~~ to precede state sanction with prevention and intervention activities.

The State has identified ~~Key Performance Indicators (KPIs), State test scores, Coordinated Compliance Review, Quality Assurance Program, Complaint outcomes, Hearing outcomes, Pupil Count, Self Review, and Maintenance of Effort as some of the~~ ***certain*** ~~activities~~ ***areas*** that will be monitored for compliance and potential State intervention. The SELPA will ***continually*** monitor these areas. When ~~a combination of characteristics is present,~~ ***necessary, or appropriate,*** the SELPA will provide specific ***support to ensure compliance with all relevant state and federal laws.*** The goal is to recognize the exemplary practices with commendations and target staff resources where problems **may** exist.

The Sierra Sands SELPA in cooperation with the State Department of Education, realizes the need to establish an on-going evaluation process to ensure that programs are offered at optimum levels for all individuals with disabilities. Such evaluation shall provide the information necessary to refine and improve policies, regulations, guidelines, and procedures. The Board shall allocate funding to collect the necessary information and report the results to the State to fulfill these requirements.

At least annually a report shall be made to the Board to address the current status of special education in the Sierra Sands Unified School District.

Legal Reference:

EDUCATION CODE
56195 Administration by special education local plan areas.
56205 et seq. Policies, procedures, and programs consistent with state: content of local plan

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT
adopted: ~~October 23, 2003~~ ***August 20, 2015*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Board Policy 0620, Local Plan Development, Revisions, and Adoption

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 0620, Local Plan Development, Revision, and Adoption, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with language used in California Education Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 0620, Local Plan Development, Revision, and Adoption, as presented.

Philosophy, Goals, Objectives, and Comprehensive Plans BP 0620(a)

Local Plan Development, Revision, and Adoption

The Sierra Sands SELPA shall submit to the California Department of Education (CDE) a Local Plan for the education of all students with disabilities who reside in the Sierra Sands Unified School District.

The development and review of the Local Plan will ~~include~~ ***involve*** special and general education teachers selected by their peers ~~as well as~~ ***and*** parent***s selected by their peers*** ~~members~~ ***in an active role***~~. of the Community Advisory Committee or parents selected by the Community Advisory Committee. The content of the Local Plan will include requirements in federal and state law regarding such a plan.~~ ***The Local Plan shall include the following:***

1. ***An annual budget plan;***

2. ***An annual service plan;***

3. ***A description of the programs for early childhood special education from birth through five years of age;***

4. ***A description of the method by which members of the public, including parents or guardians of students with disabilities who are receiving services under the Local Plan may address questions or concerns to the individual responsible for administering the Local Plan;***

5. ***A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the Local Plan.***

6. ***Verification that the Local Plan has been reviewed by the Community Advisory Committee and the Committee had a least 30 days to review prior to the submission of the Plan to the CDE; and***

7. ***A description of the process being utilized to ensure that a student is referred for special education instruction and services only after resources of the regular education program have been considered and, where appropriate, utilized.***

~~Participants in the Sierra Sands SELPA Local Plan~~ ***The Sierra Sands Unified School District*** ~~must~~ ***will*** cooperate with the County Office to assure that the Sierra Sands SELPA Local

compatible with other local plans in the county and any county plan of a contiguous county. The Local Plan will be submitted to Kern County Superintendent of Schools for review.

Legal Reference:

EDUCATION CODE
56195 Administration by special education local plan area
56195.1 Election by district governing boards
56195.3 Duties of district
56205 et seq. Policies, procedures, and programs consistent with state: content of local plan

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy 2420, Parent Rights

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 2420, Parent Rights, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with language used in the California Education Code, the United States Code, and the Code of Federal Regulations. This revision contains the situations when parents are to be given copies of the Notice of Procedural Safeguards and a listing of the rights available under the IDEA.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 2420, Parent Rights, as presented.

Parent Rights

~~It is the responsibility of t~~***T***he Sierra Sands Unified School ~~d~~***D***istrict ~~to~~ ***shall*** inform parents of their procedural safeguards, ***and*** parent rights, ~~and~~ ***including their*** due process rights and assist the***m*** ~~parents~~ in ~~the~~ access***ing*** of these ~~procedures~~ ***procedural safeguards and rights.***

Sierra Sands SELPA has adopted the Special Education Rights of Parents and Children ***Under the Individuals with Disabilities Act, Part B-Notice of Procedural Safeguards*** developed by the California Department of Education. A copy of ~~those rights~~ ***Notice of Procedural Safeguards*** is on file in the SELPA office. In addition, a copy of the ~~rights~~ ***Notice of Procedural Safeguards*** is provided to parents and student (if appropriate) at least once annually, and ~~is attached to any proposed assessment plan~~ ***in the following situations:***

1. ***Upon initial referral or parental request for assessment;***

2. ***Upon receipt of the first complaint with the California Department of Education in a school year;***

3. ***Upon receipt of the first due process hearing request with the Office of Administrative Hearings in a school year,***

4. ***Upon request by a parent.***

The ~~document~~ ***Notice of Procedural Safeguards*** includes ~~details of rights in the~~ areas ***full explanation of all rights available under the IDEA relating to*** ~~of participation~~, prior written notice~~,~~***;*** parent consent~~,~~***;*** ~~surrogate parents, nondiscriminatory assessment,~~ independent educational ~~assessment,~~ ***evaluations;*** access to educational records~~,~~***; the opportunity to present and resolve complaints through*** due process hearings or complaints filed with the California Department of Education~~,~~***; the availability of mediation;*** ~~and alternative dispute resolution,~~ ***a child's placement during the pendency of any*** due process ~~rights,~~ ***complaint;*** ~~complaint procedures, school discipline,~~ ***procedures for students who are subject to placement in interim alternative educational settings~~,~~***; requirements for unilateral placement by parents of children in private schools at public expense; hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations; state-level appeals; civil actions, including the time period in which to file those actions; and attorneys' fees.*** ~~and private school attendance~~.

This ~~document~~ ***Notice of Procedural Safeguards*** is published in a variety of languages relevant to the needs of the Sierra Sands SELPA. The Sierra Sands SELPA shall also adopt and publish a "Parent Handbook" to guide and assist parents in special education procedures.

Parent Rights

When a disagreement or conflict arises between the parents and the ~~d~~***D***istrict, it is to the advantage of both parties to resolve the dispute at the lowest level and in the timeliest manner. ***The*** Sierra Sands SELPA offers alternatives for dispute resolution in addition to the mediation, complaint, and hearing processes offered by the state.

Legal Reference:

EDUCATION CODE
56301 (d)(2)
UNITED STATE CODE
20 U.S.C. §1415(d)
CODE OF FEDERAL REGULATIONS
34 C.F. R §300.504

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT
adopted: ~~October 23, 2003~~ ***August 20, 2015*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.4 Approval of Revisions to Board Policy 2430, Data Collection

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 2430, Data Collection, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with language used in California Education Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 2430, Data Collection, as presented.

Administration BP 2430

Data Collection

The SELPA Director is responsible for the overall coordination, implementation and reporting of ~~the~~ data ~~including but not limited to personnel and pupils.~~ ***collected related to the provision of special education and related services, including statistical data, program information and fiscal information.*** Data gathering, compilation, reporting, and local review will be completed by the designated responsible individual(s) assigned by the SELPA Director.

Published reports shall be available for review by interested community members.

Legal Reference:

EDUCATION CODE

56601 Information to be provided by special education local plan areas

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT
adopted: ~~October 23, 2003~~ ***August 20, 2015*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.5 Approval of Revisions to Board Policy 2440, Annual Service Plan

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 2440, Annual Service Plan, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in the California Education Code and the California Code of Regulations.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 2440, Annual Service Plan, as presented.

Annual Service Plan

Continuum of Service

The Sierra Sands SELPA shall adopt ~~A~~***a***n Annual Service Plan ~~is required and shall be adopted~~ at a public hearing ***held by the Sierra Sands Board of Education***. ***Notice of the hearing shall be posted at the Sierra Sands School District at least 15 days prior to the hearing The Annual Service Plan may be revised during any fiscal year.*** The Annual Service Plan shall ~~follow~~ ***comply*** with the regulations provided by the California Department of Education. The SELPA Director shall prepare such materials and forward the required documents to the CDE.

The purpose of the Annual Service Delivery Plan is to provide the public with an overview of the programs and services available within Sierra Sands SELPA and Sierra Sands Unified School District. ***The Annual Service Plan shall include a description of the services to be provided by the District, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by the District and juvenile court schools. The description shall demonstrate that all students with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs (IEPs).***

The Sierra Sands SELPA shall ensure that a continuum of program options is available to meet the needs of students with exceptional needs for special education and related services as required by the Individuals with Disabilities Education Act (IDEA) and related federal regulations. The continuum of program options shall include, but not necessarily be limited to all of the following or any combination of the following:

1. ***General education programs;***
2. ***Resource specialist programs;***
3. ***Designated instruction and services (or related services);***
4. ***Special classes;***
5. ***Nonpublic, nonsectarian school services;***
6. ***State special schools;***

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7. ***Instruction in settings other than classrooms where specially designed instruction may occur.***

8. ***Itinerant instruction in classrooms, resource rooms, and settings other than classrooms where specially designed instruction may occur; and***

9. ***Instruction using telecommunication and instruction in the home, in hospitals, and in other instruction.***

The continuum of service delivery options available in Sierra Sands SELPA offers a range for consideration by ~~Individualized Education Plan (IEP~~) teams to address the individual needs of students with disabilities.

Names for programs are used to communicate the structures present in a particular setting and are not intended to limit or restrict the flexibility that staff can provide in delivery of service or location of service to meet the needs of an individual student. ~~Where appropriate, new labels may be added to the list of existing labels to acknowledge current practice and flexible services that have evolved to assure that the programs and services are available to meet the needs of all eligible students.~~

~~The development of pilot delivery models is encouraged, however, pilot programs should be offered on a one-year basis. After a successful evaluation, the SELPA Director should submit the program description for policy adoption by the Board. Each label should be described in a manner to define the service and provide support with guidelines for staff patterns, student patterns, curriculum, and/or instructional methodology to be provided within the structures of that class, program, or service label.~~

~~Requirements For Changing Service Delivery~~

~~Before a change in service delivery options can be achieved, the following must be completed:~~

~~1. Site delivery planning must occur to determine what flexibility in service delivery is needed to improve services to all students. Planning must include parents, representatives of unions, and others to be impacted by the change.~~

~~2. Job descriptions must be in place and employees hired under those job descriptions to provide the new program or service.~~

~~3. School Based Plans must include descriptions of the new program or service.~~

~~4. IEPs must identify the program or services being provided.~~

Annual Service Plan

~~5. The Board must revise the policy to include any modification of any service delivery in use after the "pilot" is evaluated and continues beyond the first year.~~

~~The Local Plan and State law require:~~

~~1. A policy that includes procedures to change service delivery~~

~~2. A policy adoption of any change in type of service or program~~

~~3. An Annual Service Plan that describes the services available~~

~~Site Delivery Planning Needs:~~

~~1. Principal Approval~~

~~2. Staff Allocation~~

~~3. Faculty and Community Acceptance~~

~~4. Description of Instructional Support Program or Services in the School Based Plan~~

~~Job Description:~~

~~A job description that reflects the services to be delivered must be reviewed by unions and staff. The Board must approve the job description, which is then used for hiring and reassignment of staff that will provide the services.~~

~~Individualized Education Program (IEP):~~

~~The IEP is designed by the IEP team so the student will:~~

~~1. Benefit From the Instructional Program~~

~~2. Be in the Least Restrictive Environment~~

~~3. Make Adequate Yearly Progress~~

~~The labels contained in this policy shall be used for:~~

~~1. Reporting to CDE through the SELPA's Annual Service Delivery Plan~~

Annual Service Plan

~~2. Writing IEPs for students~~

~~3. Recording student data for the special education pupil count~~

~~4. Reporting services provided~~

~~5. All purposes requiring use of such labels~~

~~The options available in Sierra Sands SELPA include:~~

~~1. General Education Classroom,~~

~~2. Related Services (or Designated Instructional Services)~~

~~3. Resource Specialist Program,~~

~~4. Instructional Support Program,~~

~~5. Special Day Classes And Centers,~~

~~6. Nonpublic, Nonsectarian Day School,~~

~~7. Home and Hospital,~~

~~8. State Special Schools,~~

~~9. Instruction In Settings Other Than Classrooms; and/or~~

~~10. Combinations.~~

General Education Classroom

~~General education classrooms offer the best opportunity for disabled students to attend their home school with age appropriate peers and access to the core curriculum, as well as, extra curricular activities.~~ The general education teacher provides primary instruction with accommodations and modifications including supplementary aids and services designed to meet the needs of the student***, as specified in students' IEPs***. Special education instruction and related services may be provided within the general education setting.

~~The general education classroom offers the significant non-academic benefit of~~

~~interaction with non-disabled peers. In addition, non-disabled peers benefit from interaction and experience with the disabled students.~~ General education classrooms, with the use of supplementary aids and services, ***generally,*** provide the most contact with general education students.

~~Authorization for service is provided by any general education credential. Caseload guidelines should take into consideration the other duties assigned to the staff person. Other considerations for serving students in the general education classroom include the impact on general education students, as well as, the special education student being served.~~

~~The primary focus of instruction is in the core academic curriculum with expanded instructional methodologies beyond those offered in general education classrooms.~~

Related Services (Designated Instructional Service)

When required for a student to benefit from his or her ~~instructional program~~ ***special education***, related services ~~can~~ s***hall*** be provided. These services ~~can~~ ***may*** include but are not limited to:

1. ~~Speech and Language Service~~s ***Language and speech development and remediation;***
2. Audiological Services/Aural Habilitation
3. Orientation and ~~M~~***m***obility ***services;***
4. ***Instruction in the home or hospital;***
5. ~~Adaptive~~ ***Adapted*** Physical Education;
6. ***Physical and*** ~~O~~***o***ccupational Therapy;
7. Vision Services;
8. ***Specialized driver training instruction;***
9. Counseling and ~~G~~***g***uidance services, ***including rehabilitation counseling***;
10. ***Psychological services;***

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11. Parent counseling and training;

12. Health and nursing services;

13. Social Worker services;

14. *Specially Designed* ~~V~~***vocational*** ~~E~~education and ~~C~~***c***areer ~~D~~***d***evelopment;

15. Recreation services, including therapeutic recreation;

16. Specialized services for low-income disabilities, such as readers, transcribers, and vision and hearing services;

17. Interpreting services; and

18. Transportation.

~~9. Augmentative and Alternative Communication~~

~~10. Assistive Technology.~~

Services shall be provided by a credentialed or licensed specialist***, or as appropriate, by an appropriately qualified and trained aide or assistant under the directions and supervision of the specialist*** ~~in general education classrooms or special education settings~~***. Related services may be provided to individuals or to small groups in a specialized area of educational need, and throughout the full continuum of educational settings.*** Services may be provided in conjunction with general or special education services. ~~Service may also be provided by a specifically trained instructional aide or other certificated staff under the direction of the specialist. Caseload guidelines should be a minimum ratio of one ISP and one Instructional Aide for the equivalent of 12 full time students. Students receiving less than full time service would increase the caseload proportionately. Often related service providers at school sites carry caseloads of 24 to 60 depending on the type of service provided, the amount of service provided, and the number of sites to be covered.~~

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Resource Specialist Program

~~Students receive resource specialist services as determined by the IEP team~~. The resource specialist program provides instruction~~al~~ ***and*** services to students ***whose needs have been identified in an IEP developed by their IEP teams*** and who~~ require special education services for 49% of the day or less~~. ~~Students~~ are assigned to general education classroom teachers for the majority of the school day. ***At least 80 percent of the resource specialists shall be provided with an instructional aide.*** ~~The majority of resource specialists are assigned instructional assistants to the program.~~ Resource specialist **program** services cover a range of disabilities and can be provided within the general education classroom***,*** ~~and/or~~ special education settings***, or other locations, as determined by the IEP team.*** ~~Resource specialists' caseloads are limited by law to a maximum of 28. The service provider must have a Resource Specialist Certification or Mild to Moderate Credential.~~

The resource specialist program shall provide, but not be limited to, all of the following:

1. ***Provision of information and assistance to individuals with exceptional needs and their parents.***

2. ***Provision of consultation, resource information and material regarding individuals with exceptional needs to their parents and to general education staff.***

3. ***Coordination of special education services with the general education programs for each individual with exceptional needs enrolled in the resource specialist program.***

4. ***Monitoring of student progress on a regular basis, participation in the review and revision of IEPs, as appropriate, and referral of students who do not demonstrate appropriate progress to the IEP team.***

5. ***Emphasis at the secondary school level on academic achievement, career, and vocational development and preparation for life.***

The resource specialist program shall be under the direction of a resource specialist who is a credentialed special education teacher, or who has a clinical services credential with a special class authorization, who has had three or more years of teaching experience, including both regular and special education teaching

experience, as defined by rules and regulations of the Commission on Teacher Credentialing, and who has demonstrated the competencies for a resource specialist, as established by the Commission on Teacher Credentialing.

Resource specialists' caseloads are limited by law to a maximum of twenty-eight (28) students. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach general education classes.

The primary focus of instruction is ~~in~~ ***generally*** the core academic curriculum with expanded instructional methodologies to augment those offered in general education classrooms. Special education staff should be focused on accommodating the student in the general education setting and/or remedial activities that would prepare a student to have the skills necessary to be successful in the core academic curriculum in a general education setting. Such remedial services focus on successfully meeting the learning style of the student based on building on the strengths of the student to address: strategies, skills, instruction, materials, equipment, and related services that can be used to individualize instruction.

Students receiving such services should be accessing the core academic curriculum in the general education setting in all areas in which they are receiving special education services. Special education services are not to be used to provide a parallel program but rather arranged to provide supplementary support to what is already being accessed in the general education program including intervention and categorical programs available to all students. Scheduling of all services needs to consider location for delivery of service to allow full participation in all core curriculum areas, **as *appropriate***.

~~Instructional Support Program~~

~~Instructional Support Programs or Services serve students requiring special education during their school day. Instructional Support may be provided to students within their general education classroom or in a special education setting. Instructional support programs are designed to meet the needs of students based on IEP goals and objectives.~~

~~General Education teachers, Resource Specialists, Special Day Class teachers, Speech and Language Clinicians, Instructional Assistants, and/or other support staff may provide instructional support services. Authorization is provided through any credential, which authorizes the provision of instruction and the ability to deliver what is required as described in the IEP. Caseload guidelines should be a minimum ratio of one ISP and one Instructional Aide for the equivalent of twelve (12) full time students. Students receiving less than full time service would increase the caseload proportionately.~~

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~~The primary focus of instruction is in the core academic curriculum with expanded instructional methodologies beyond those offered in general education classrooms. Special education staff should be focused on accommodating the student in the general education setting and/or remedial activities that would prepare a student to have the skills necessary to be successful in the core academic curriculum in a general education setting. Such remedial services focus on successfully meeting the learning style of the student based on building on the strengths of the student to address: strategies, skills, instruction, materials, equipment and related services that can be used to individualize instruction.~~

~~Students receiving such services should be accessing the core academic curriculum in the general education setting in all areas in which they are receiving special education services. Special education services are not to be used to provide a parallel program but rather arranged to provide supplementary support to what is already being accessed in the general education program including intervention and categorical programs available to all students. Scheduling of all services needs to consider location for delivery of service to allow full participation in all core curriculum areas.~~

Special Day Classes and Schools

Special day classes and schools are a more restrictive setting and provide services to students who have more intensive needs. ***Assignment to special classes, special schools or other removal of the individual from the general education environment shall occur only when the nature and severity of the disability is such that education in general classes, with the use of supplementary aids and services, cannot be achieved satisfactorily and justification for the placement has been written. Students receiving special education will be educated with general education students to the maximum extent appropriate as determined by the IEP team.*** ~~Students are assigned for a majority of the school day in special day classes and are grouped according to age and instructional needs.~~ Special day class teachers work cooperatively with general education classroom teachers and IEP personnel, helping identify, assess, and plan programs for students with disabilities, and providing classroom instruction. ~~Most often the restrictive nature of a Special Day Class does not allow access to the same instruction, standards, and expectations. Special education credentials meet the federal and state standards for "highly qualified" teachers for the delivery of special education. However, these credentials, in and of themselves, may not meet the "highly qualified" criteria for delivery of course content to meet the standards for completion of high school course credits or assure content areas will be covered for tests such as the high school exit exam. Attainment of a high school diploma from a Special Day Class placement is unusual and does not occur with only four years of high school.~~

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~~There are several types of Special Day Classes (SDC) based on location including:~~

~~1. SDC - Service Specific~~

~~2. SDC - Separate Site (Isolated)~~

~~3. SDC - All Others~~

~~Labels are used to describe the type of SDC services provided including:~~

~~1. SDC: Academic Instruction~~

~~2. SDC: Counseling and Education~~

~~3. SDC: Mental Health Enhanced~~

~~4. SDC: Autism Services~~

~~5. SDC: Medically Fragile~~

~~6. SDC: Transition~~

~~7. SDC: Functional Skills~~

~~8. [SDC: Early Education - Preschool~~

~~9. [SDC: Early Education - Infant]~~

~~In writing Individualized Education Plans the labels for location and type of service should be combined. For example:~~

~~1. SDC: Service Specific - Autism Services~~

~~2. SDC: Service Specific - Mental Health Enhanced~~

~~3. SDC: Separate Site - Mental Health Enhanced~~

~~4. SDC: Separate Site - Medically Fragile~~

~~5. SDC: All Other - Academic Instruction~~

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~~6. SDC: All Other - Functional Skills~~

~~Each label should have further definition of the services, type of service, instructional methodology, curriculum, staffing level, assigned related service providers, etc. to be provided within the setting to describe further what is offered at that site.~~

The special class shall be taught by a full-time equivalent teacher whose responsibility is the instruction, supervision, and coordination of the educational program for those individuals enrolled in the special class. A special day class shall be taught by a teacher who holds an appropriate special education credential authorized by the Commission on Teacher Credentialing and who possess the necessary competencies to teach individuals assigned to the class. ~~Authorization is provided through credentials that specifically address service in special day classes and the type of disability or severity of disability to be served in the class.~~

~~Caseload guidelines vary based on the age of the students, type of disability or severity of the disability to be served in the class. Caseloads range from six full time students to 18 partially mainstreamed students. Caseload guidelines should be a minimum ratio of one teacher and one Instructional Aide for the equivalent of 12 full time students. Students receiving less than full time service would increase the caseload proportionately. Students requiring more intensive services would increase this basic standard and may include related service providers also being assigned to the Special Day Class.~~

The primary focus of instruction is not ***necessarily*** on the core academic curriculum***, but,*** rather**,** on the ~~age, disability, or severity of the disability~~ ***unique needs of the student*** as described in the student's IEP. ***Students may be taught using an alternative curriculum, which may focus on life skills, rather than grade level academic standards.*** ~~Often the curriculum offers an alternate pathway because of the needs of a student. Special education continues to provide remedial instruction in life skills areas. Assistance is provided that leads to completion of an alternate program and a high school diploma is not received.~~ ***Students placed in special day classes may not receive a high school diploma, but, rather, a certificate of completion.***

State Special Schools

Special programs operated by the State of California for the deaf and blind students are available for:

1. Diagnostic evaluation

2. Serving the educational needs of students in day or residential programs

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The IEP team ~~will make a recommendation to the~~ shall ***offer placement in a*** state school ***only upon a finding that no appropriate placement in available in the SELPA.*** ~~for determination of the appropriateness of possible placement in day or residential programs. The State Special Schools Division sets the curriculum and high school graduation standards.~~

Nonpublic/Nonsectarian Schools

Placements at nonpublic, nonsectarian schools are available to individuals with exceptional needs ~~when the local school district~~ ***if the IEP team*** determines that ~~an~~ *no* appropriate education program ~~which is the least restrictive environment~~ is ~~not~~ available ~~through the public school systems in the Sierra Sands Special Education Local Plan Area (SELPA) or adjacent area~~s. Only state-certified nonpublic schools may be considered. ~~The LEA should contact the SELPA office to verify that a nonpublic school has a current state license, master contract and established rates.~~ The SELPA is responsible for the master contract process~~.~~ ***and*** ~~The LEA is responsible~~ for the Individual Service Agreement, which assigns IEP-authorized services.

~~Special Education administrators~~ ***IEP teams*** should carefully consider the credentials, staffing patterns, curriculum, instruction, and student patterns before making a selection of a ~~Non-~~nonpublic ~~S~~***s***chool or ~~A~~***a***gency.

The primary focus of instruction ~~is~~ ***may*** not **be** on the core academic curriculum***, but,*** rather on the ~~age, disability, or severity of the disability~~ ~~of the~~ ***unique needs of the student,*** as described in the student's IEP. ***Students may be taught using an alternative curriculum which may focus on life skills, rather than grade level academic standards.*** ~~Often the curriculum offers an alternate pathway because of the needs of a student. Special education continues to provide remedial instruction in life skills areas. Assistance is provided that leads to completion of an alternate program and a high school diploma is not received in most cases.~~ ***Depending on the type of program, students placed in nonpublic schools may not receive a high school diploma.***

Home, Hospital, and Community-Based Instruction

~~Services for students with temporary illnesses or disabling injuries requiring them to stay home or hospitalized may receive support services from the general education home and hospital program. These temporary services are not IEP-based and do not require changes in the IEP.~~

Special education and related services provided in the home or hospital for students is limited to those students who have been identified as individuals with exceptional

needs and for whom the IEP team recommends such instructions and services. ***Instruction may be delivered in individually, in small groups, or by teleclass***. ~~Specialized services may be provided for students eligible for special education who have chronic illnesses or acute health problems. Such services may include individual consultation, home or hospital instruction and other instructional methods including advanced communication technology.~~ Students with or without IEPs who are hospitalized are the responsibility of the district where the hospital is geographically located.

For a student with a disability with a medical condition, such as those related to surgery, accidents, short-term illness or medical treatment for a chronic illness, the IEP team shall review, and revise, if appropriate, the IEP whenever there is a significant change in the student's current condition.

When recommending placement for home instruction, the IEP team shall have in the assessment information a medical report from the attending physician and surgeon or the report of the psychologist, as appropriate, stating the diagnosed condition and certifying that the severity of the condition prevents the student from attending a less restrictive placement. The report shall include a projected calendar date for the student's return to school. The IEP team shall meet to reconsider the IEP before the projected calendar date for the student's return to school.

Instruction in the home or hospital shall be provided by a general education teacher, a special class teacher, or resource specialist teacher, if the teacher or specialist is competent to provide such instruction and services and if the provision of such instructions and services by the teacher or specialist is feasible. If not, the appropriated related services specialist shall provide such instruction.

The teacher providing the home instruction shall contact the student's previous school and teacher(s) to determine:

1. ***The course work to be covered;***

2. ***The books and materials to be used;***

3. ***Who is responsible for issuing grades and promoting the student when appropriate;***

Annual Service Plan

4. ***For students in grades 7 to 12, the teacher shall confer with the school guidance counselor to determine:***

    a. ***For the hours the student has earned toward semester course credit in each subject included in the IEP and the grade as of the last day of attendance;***

    b. ***Who is responsible for issuing credits when the course work is completed;***

    c. ***Who will issue the diploma if the student is to graduate.***

~~The community job training sites, home, and/or hospitals may be appropriate settings in which services are provided.~~

~~The service may support progress toward completion of the requirements for the high school diploma; however, Home, Hospital and Community Based Instruction will not meet the standards for high school diploma.~~

Legal reference:

EDUCATION CODE
56205 et seq. Policies, procedures, and programs consistent with state: content of local plan
56360 Continuum of program options: availability
56361 Continuum of program options
56361.5 Contract with hospital for instruction and services for individuals with exceptional needs
56362.1 Caseload
56363 Designated instruction and services
56364.1 Instruction of pupils low incidence disabilities
56364.2 Special classes for pupils with similar or more intensive needs
56365 Services provided by nonpublic, nonsectarian schools and agencies
CALIFORNIA CODE OF REGULATIONS
5 C.C.C. R. §3042 Placement
5 C.C.C. R. §3051 Standards for related services and staff qualifications
5 C.C.C. R. §3051.4 Instruction in home or hospital
5 C.C.C. R. §3053 Special Class

7. POLICY DEVELOPMENT AND REVIEW

7.6 Approval of Revisions to Board Policy 2450, Annual Budget Plan

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 2450, Annual Budget Plan, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in California Education Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 2450, Annual Budget Plan, as presented.

Annual Budget Plan

The Sierra Sands SELPA shall develop or update ~~An~~ Annual a Budget Plan ~~is required that shall be adopted~~ ***annually*** at a public hearing ***held by the Sierra Sands Board of Education.***. ***The SELPA shall post a notice of the hearing at each school in the Sierra Sands Unified School District at least 15 days prior to the hearing.*** The ***SELPA shall submit*** the Annual Budget Plan ~~shall follow the regulations provided by~~ to the California Department of Education ***(CDE) in accordance with CDE's timelines.*** The SELPA Director shall prepare such materials and forward the required documents to the CDE. The purpose of the Annual Budget Plan is to provide the public with an overview of the resources available as allocated within Sierra Sands SELPA by the Sierra Sands Unified School District. ~~For Sierra Sands SELPA the requirements are met through the district's annual budget adoption process with approval by the Board. General provisions for use and allocation of funds are addressed below with specific policies addressing the technical implementation.~~ ***The annual budget plan shall identify expected expenditures for special education programs required by the California Education Code, including, but not limited to,***

1. ***Funds received for special education programs or services;***
2. ***Administrative costs of the Local Plan;***
3. ***Special education services to students with severe disabilities; and low incident disabilities***
4. ***Special education services to students with nonsevere disabilities;***
5. ***Supplemental aids and services to meet the individual needs of students placed in general education classrooms; and***
6. ***Regionalized operations and services, and direct instructional support to program specialists.***

K-12 Resources

~~Resources provided under AB 602 The Special Education Funding Reform Act intended for the operation of special education programs and services shall be restricted to the provision of special education programs and services as required by the law.~~

Property taxes raised for special education purposes are distributed to the Kern County Office of Education as part of their entitlement.

~~Part C Resources (Infants)~~

~~Resources provided to meet the needs of eligible infants and their families shall be restricted to~~

~~the provision of special education programs and services as required by the law.~~

~~Federal Preschool~~

~~Federal Preschool program revenue shall be restricted to the provision of special education programs and services as required by the law.~~

~~Staff and Personnel Development Funds~~

~~Specifically designated personnel development funds shall be restricted to the provision of special education programs and services as required by the law. Parents shall be included as potential participants in the definition of staff and personnel development.~~

~~Low Incidence Funds~~

~~Low Incidence funding is restricted to the use for students in the following disability categories: hard of hearing, deaf, visual disability, orthopedically impaired and deaf-blind. Low Incidence Equipment Funds shall be restricted to the provision of special education programs and services as required by the law.~~

~~Regionalized Service Funds~~

~~Regionalized services and program specialist funds shall be allocated to support regionalized services and other administrative costs of the implementation of the Sierra Sands SELPA Local Plan. The Board shall review and adopt an expenditure plan, which includes but is not limited to the use of these funds to operate the Sierra Sands SELPA.~~

Legal Reference:

EDUCATION CODE

56205 et seq. Policies, procedures, and programs consistent with state: content of local plan

7. POLICY DEVELOPMENT AND REVIEW

7.7 Approval of Revisions to Board Policy 4410, Comprehensive System of Staff Development

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 4410, Comprehensive System of Staff Development, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in California Education Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 4410, Comprehensive System of Staff Development, as presented.

Comprehensive System of Staff Development

Statement of Philosophy

The Sierra Sands SELPA shall provide staff development programs for general and special education teachers, administrators, certificated and classified employees, volunteers, community advisory committee members, and, as appropriate, members of the Sierra Sands Unified School District and Kern County governing boards. The purpose of personnel development is to provide the continuing education of personnel, parents and the community regarding individuals with exceptional needs (persons with disabilities). The goals of the Sierra Sands SELPA for personnel development are:

1. To further develop the skills of personnel who deal with the special needs of students in order to provide effective educational opportunities and promote successful transitions to adulthood.

2. To promote cooperative efforts of special educators and general educators, at all levels, in planning and providing educational programs for students.

3. To inform and assist administrators in fulfilling the intent of current special education legislation.

4. To provide information and assistance to parents on systems, programs, disabilities and the law and promote parent-professional collaboration

Teachers shall comprise the majority of any group designated to design local staff development programs for instructional personnel. The Sierra Sands SELPA shall make positive efforts to ensure that individuals with exceptional needs and parents of such individuals are involved in the design and implementation of staff development programs.

The staff development programs shall meet the following requirements:

1. ***Provide opportunities for all school personnel, paraprofessionals, and volunteers to participate in ongoing development activities pursuant to a systematic identification of student and personnel needs;***

2. ***Be designed and implemented by classroom teachers and other participating school personnel, including the school principal;***

3. ***Allow for diversity in development activities, including, but not limited to, small groups, self-directed learning , and systematic observation during visits to other classrooms and schools;***

Comprehensive System of Staff Development

4. ***Schedule program activities throughout the school year, including, but not limited to, during time when participating school personnel are released from their regular duties;***

5. ***Be evaluated and modified on a continuing basis by participating school personnel with the aid of outside personnel, as necessary;***

6. ***Include the school principal and other administrative personnel as active participants in one or more staff development activities; and***

7. ***Provide a budget for reasonable and necessary expensed, relating to the staff development programs.***

The training programs will include a component on the recognition and teaching strategies for specific learning disabilities, including dyslexia and related disorders.
~~Numerous personnel development activities are conducted on an ongoing basis throughout the school year. An annual plan should be developed to address the identified needs of the staff and community.~~

Legal Reference:
EDUCATION CODE
56240 Staff development programs: coordination with other programs
56241 Contents of programs
56243 Legislative intent: regular classroom teachers: training
56245 In-service training programs: learning disabilities

7. POLICY DEVELOPMENT AND REVIEW

7.8 Approval of Revisions to Board Policy 4411, Personnel Standards

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 4411, Personnel Standards, was adopted by the board on October 23, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in California Education Code and United States Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 4411, Personnel Standards, as presented.

Personnel Standards

~~It is the goal of~~ ~~t~~***T***he Sierra Sands SELPA***/Sierra Sands Unified School District will ensure that personnel including special education teachers and personnel and paraprofessionals who*** ~~to~~ provide ~~highly qualified staff to serve students with disabilities and deliver~~ special education and related services ***to students with disabilities are appropriately and adequately qualified and trained in accordance with state and federal law***. ***Those personnel shall have the content knowledge and skills to serve children with disabilities.*** Standards for employee categories shall be contained in the Annual Service Delivery Plan.

The SELPA /District will ensure that special education teachers providing instruction and educational services to students with disabilities meet the "highly qualified" requirements and personnel qualifications contained in state and federal law.

The SELPA/District will ensure that qualifications for designated instruction and services, related services, personnel, and paraprofessionals are consistent with state-approved or state-recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing special education or designated instruction and services, and related services. The SELPA shall further ensure that personnel who deliver services in their discipline or profession meet the above requirements and have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis.

The SELPA/District will allow paraprofessionals and assistants who are appropriately trained and supervised, in accordance with state law, regulation, or written policy, to assist in then provision of special education, designated instruction and services, and related services to students with disabilities.

The District will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education, designated instruction and services, and related services to students with exceptional needs.

~~The SELPA Director shall insure that persons employed in positions requiring certification and/or qualifications have the appropriate credential or permit authorizing their employment in such positions.~~

~~When fully credentialed individuals are not available, the district may employ persons with intern permits, emergency permits, pre-intern certificates or credential waivers under the conditions and limitations provided in state and federal law. Such employees shall be encouraged to complete the requirements for full certification and to meet the standards for highly qualified.~~

Personnel Standards

Legal Reference:

EDUCATION CODE
56058 Qualification requirements
56070 Designated instruction and services personnel, related services personnel, and paraprofessionals: qualifications
56205 Policies, procedures and programs consistent with state: contents of local plan
UNITED STATES CODE
20 U.S.C. §1412(a)(14)
20 U.S.C. §1413(a)(3)

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT
adopted: ~~October 23, 2003~~ ***August 20, 2015*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.9 Approval of Revisions to Board Policy 5210, Child Find

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 5210, Child Find, was adopted by the board on November 6, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in California Education Code, Code of Federal Regulations, and United States Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 5210, Child Find, as presented.

Child Find

General Description

The Sierra Sands Unified School District shall actively and systematically seek out all individuals with exceptional needs, from birth to 21 years of age, including children not enrolled in a public school program, who reside in the District or are under the jurisdiction of the Sierra Sands SELPA or county office. This process is referred to as "Child Find."

The District may utilize the following resources as part of its "Child Find" activities:
~~Child Find is a set of activities used to find children, ages 0-21, who may need special education programs and services. It shall be achieved by using the following:~~

1. News media (annual submission by the District)***;***

2. Presentation to community groups***;***

3. ~~State and~~ Sierra Sands SELPA***/District*** publications***;***

4. ~~Dissemination of services~~ ***Communication of*** available ***services*** to public/private agencies***;***

5. Parent notices about programs available

6. Vision and hearing screening

7. Language and speech screening

8. ~~Reading and mathematics~~ ***Instructional*** screening by ~~regular~~ ***general education*** classroom teacher***s*** ~~at his/her discretion~~***; and***

9. Standardized testing programs

10. ~~Class or pupil observation by special education staff~~ ***The District Website.***

Search Procedures

The Sierra Sands SELPA ~~will continue to~~ ***continually*** search***es*** for ~~persons~~ ***children who may have*** ~~with~~ disabilities through a process coordinated by the Sierra Sands SELPA Director. Search procedures appropriate to the target group shall be implemented as follows:

1. Students not yet in school: ~~Various~~ ***The District shall utilize various*** means of communication ~~shall be utilized~~ in a continuing community awareness process including

newspapers, television**, the Internet** and posted public notices. ***The District shall also communicate/collaborate with*** ~~V~~***v***arious ***state and local agencies and organizations, and*** social, ***community*** medical, and other professional groups dealing with young ~~pupils~~ ***children*** ~~shall continue to be contacted~~ ***in an effort to locate children, including homeless children and wards of the state, who may have disabilities***.

2. Students enrolled in school: In addition to the pupil study programs ~~described above,~~ ~~regular~~ ***general education teachers,*** ~~classroom~~ and other non-special education staff shall ~~continue to~~ receive inservice training as part of the staff development program with the objective of increasing their ability to spot and begin the process of referring potential persons with disabilities ***for initial evaluation***. ***Special Education staff members shall also receive training regarding the "Child Find" process. A parent of a child or school personnel familiar with the child may request an initial evaluation to determine whether a child may be a child with a disability.***

3. Parentally placed private school children: The District's "Child Find" process will also ensure the equitable participation in special education and related services of parentally place private school children with disabilities and an accurate count of those children. As part of the process, the District will communicate with private, including religious elementary and secondary schools and parents of students enrolled in such schools.

Legal Reference:
EDUCATION CODE
56301 et seq. Child find process
CODE OF FEDERAL REGULATIONS
34 C.F.R. §300.11 Child Find
UNITED STATES CODE
20 U.S.C. 1412(a)(3) and (10)

7. POLICY DEVELOPMENT AND REVIEW

7.10 Approval of Revisions to Board Policy 5220, Equipment and Services

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 5220, Equipment and Services, was adopted by the board on November 6, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in the California Education Code.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 5220, Equipment and Services, as presented.

Equipment and Services

Sierra Sands Unified School ~~District recognizes responsibility to~~ ***shall*** provide ***specialized*** equipment and services ***for use at school that are*** necessary ~~for~~ ***to implement*** ~~the~~ ***a*** special education student***'s*** ~~to benefit from his/her educational program and as indicated on their IEP~~ ***individualized education program***. ***The*** Sierra Sands SELPA ~~recognizes the need to~~ ***shall*** distribute specialized equipment and services within the ~~d~~***Di***strict ~~to~~ ***in a manner that*** minimize the necessity to serve ~~pupils~~ ***students*** in isolated sites and maximize the opportunities to serve ~~pupils~~ ***students*** in the least restrictive environment.

Legal Reference:

EDUCATION CODE
56206 Distribution of specialized equipment and services
56363.1 Purchase of medical equipment for individual pupils: provision of other specialize equipment

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT
adopted: ~~November 6, 2003~~ ***August 20, 2015*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.11 Approval of Revisions to Board Policy 5230, Consideration of General Education Resources after Referral

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, changes in district practice, and advice from legal counsel. BP 5230, Consideration of General Education Resources, was adopted by the board on November 6, 2003.

CURRENT CONSIDERATIONS: Legal counsel reviewed SELPA board policies and made recommendations for changes that are consistent with requirements in the California Education Code and the California Code of Regulation.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to Board Policy 5230, Consideration of General Education Resources, as presented.

Consideration of General Education Resources after Referral

A student shall be referred for special education instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. All referrals for special education and related services by school staff members shall be written and include: (1) a brief reason for the referral; and (2) documentation of the resources of the general education program that have been considered, modified, and when appropriate, the results of intervention.

Student Study Team

Each school site shall organize a Student Study Team program. The Student Study Team is a school site team***, early identification, and early intervention process for general education students. The team, which generally includes the parent, teachers, school administrator, and student, if appropriate, shall identify the student's strengths and weaknesses and develop an intervention to assist the student.*** ~~established through general education to serve as a review process for students who encounter problems with the general education program. The team can use a systematic problem solving approach to assist students who are not demonstrating satisfactory progress.~~ The Team will organize resources, develop ~~remediation~~ ***intervention*** plans, clarify issues and problems, establish accountability and make direct referrals to other support services***, as appropriate***. ~~Composition of the Study Team should include parents and, if appropriate, students.~~

~~Modifying the Regular School Program [56205(b)(7)]~~

~~It is important to remember that program modification should precede special education referral. Although it is important to find and service individuals with exceptional needs, it is also important to be sure that special education referral is necessary. Only individuals whose needs cannot be met by the regular school program with modifications are eligible for special education services.~~

~~A student shall be referred for assessment(s) only after the resources of the general education program have been considered and where appropriate, utilized. Each school site shall be encouraged to organize a Student Study Team program composed of both regular staff and specialists for the following purposes:~~

~~1. Discussing student needs.~~

~~2. Developing a set of program modification alternatives.~~

~~3. Selecting from alternative modifications those appropriate to the individual student~~.

The following are examples of general education resources that may be considered and

Consideration of General Education Resources after Referral

utilized, if appropriate, prior to a referral for special education: ~~Examples are:~~

1. Student Study Team ~~R~~***recommendations.;*** ~~(The team is a group of school site staff that convenes to search out solutions to student problems before a special education referral is made.)~~

2. Alternative instructional methods or materials***;*** ~~(such as; shorter assignments; easier materials; classroom contracts; peer/cross-age tutoring; special equipment; supplemental instructional programs; instructional aide assistance; etc.)~~

~~3. Closer home and school cooperation/agreements: Parent facilitator; parent education; home visits and home contacts~~

~~4~~***3.*** ~~Review~~**Resources** available~~/applicable~~ ***through*** community agencies***;*** ~~and services and use as appropriate~~

~~5~~***4.*** ~~Tutorial~~ ***Tutoring*** programs***;***

~~6~~***5.*** Adjustment of ***the*** school day such as rearranging class schedule***;*** ~~or placing into another class for partial or whole day~~

~~7~~***6.*** Parent volunteer programs***;***

~~8~~***7.*** English as a second language program, bilingual programs***;***

~~***9***~~***8***. Early Childhood/School Improvement Program resources***;***

~~10~~***9.*** Chapter II, E.C.I.A. program resources***;***

~~11~~***10.*** Specialized reading program resources***;***

~~12~~***1.1*** Non-special education alternative programs***;***

~~13~~***12.*** Consultation with on-site staff*;*

~~14~~***13.*** Consultation with ~~***d***~~***D***istrict support staff***; and/or***

~~15~~.14. Any other local school/~~***dDi***~~strict option that is available and appropriate to student needs***.***

~~The absence of documented attempts to modify the pupil's regular class program precludes any placement in special education. Because each student is guaranteed the right of an education in~~

Consideration of General Education Resources after Referral

~~the least restrictive environment, evidence shall be presented which shows that attempts have been made to continue the student in a regular classroom. Special education shall not act upon a referral without documented program modifications.~~

Legal Reference

EDUCATION CODE
56303 Referral for instruction and services: consideration and utilization of resources of regular education program
CALIFORNIA CODE OF REGULATIONS
5 C.C.R. §3021 Referral

7. POLICY DEVELOPMENT AND REVIEW

7.12 Approval of Revisions to Board Policy 5141.21, AR 5141.21, and Exhibit, Administering Medication and Monitoring Health Conditions

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, and changes in district practice.

CURRENT CONSIDERATIONS: BP 5141.21 and AR 5141.21, Administering Medication and Monitoring Health Conditions, were last reviewed on October 11, 2011. This policy and administrative regulation apply to the administration of medication to students pursuant to Education Code 49414.5, 49414.7, 49423, and 49423.1; permissive guidelines in 5 CCR 600-611 and guidelines related to the training and supervision of nonmedical employees providing emergency medical assistance to students who suffer an allergic reaction, severe hypoglycemia, or epileptic seizures.

On January 1, 2015, Senate Bill 1266 became law, amending Education Code 49414 to require districts to provide epinephrine auto-injectors to school nurses or other employees who volunteer and receive training. The revised BP 5141.21, AR 5141.21, and Exhibit address the requirements of this bill.

FINANCIAL IMPLICATIONS: The initial orders of EpiPens were provided by the Kern County Superintendent of School's office in April 2015. They received the EpiPens as a donation from the pharmaceutical company, Mylan Specialty L.C. A current quote from a local pharmacy is $551.00 for a two pen set. The district needs 20 sets to meet the needs of all sites. The estimated cost to replace the EpiPens in April 2016 would be approximately $11,020.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the changes to BP 5141.21 as presented. AR 5141 and the accompanying Exhibit are presented for informational purposes only.

Administering Medication and Monitoring Health Conditions

The Governing Board recognizes during the school day some students may need to take medication prescribed or ordered by an authorized health care provider, to be functional at school and participate in the educational program. The superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 services plan.

(cf. 6159 - Individualized Education Program)
(cf.6164.6 - Identification and Education Under Section 504)

~~If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.~~
For the administration of medication or other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and/or, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

~~In addition, upon written request by the parent/guardian and with the approval of the student's authorized health care provider, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids~~.

(cf. 1250 – Visitors/Outsiders)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 6116 – Classroom Interruptions

Administration of Medication by School Personnel

~~Any medication prescribed by an authorized health care provider may be administered by the school nurse or other designated school personnel only when the superintendent or designee has received written statements from both the student's parent/guardian and authorized health care provider. (Education Code 49423; 5 CCR 600)~~
Any medication prescribed by an authorized health care provider, including, but not limited to,

emergency antiseizure medication for a student who suffers epileptic seizures, auto-injectable epinephrine, insulin, or glucagon, may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's parent/guardian and authorized health care provider (Education Code 49414.7, 499999423.5; 5 CCR600)

When medically unlicensed school personnel are authorized by law to administer any medication to students, such as emergency antiseizure medication, auto-injectable epinephrine, insulin, or glucagon, the Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (Education Code 49414, 49414.5, 49414.7, 49423, 49423.1)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(cf. 4131 – Staff Development)
(cf. 4231 – Staff Development)
(cf. 4331 – Staff Development)

School nurses and other designated school personnel shall administer medications in accordance with laws, Board Policy, and administrative regulation and shall be afforded appropriate liability protection.

(cf.3530 - Risk Management/Insurance)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

~~Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student.~~

~~However, in an emergency situation, such as a public disaster, or epidemic, a trained, unlicensed district employee may administer an insulin injection to a student.~~

Administering Medication and Monitoring Health Conditions

(cf. 5141.24 - Specialized Health Care Services)

~~To the extent that the administration of a medication, such as epinephrine auto-injector or glucagon, is authorized by law, the superintendent or designee shall ensure that unlicensed personnel designated to administer it to students received appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.~~

~~The superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.~~

(cf. 4131, 4231, 4331 - Staff Development)

Legal Reference:
EDUCATION CODE
48980 Notification at beginning of term
49407 Liability for treatment
49408 Emergency information
49414 Emergency epinephrine auto-injectors
49414.5 Providing school personnel with voluntary emergency training
49414.7 Emergency medical assistance: administration of epilepsy medication
49422-49427 Employment of medical personnel, especially:
49423 Administration of prescribed medication for student
49423.1 Inhaled asthma medication
49480 Continuing medication regimen; notice
BUSINESS AND PROFESSIONS CODE
2700-2837 Nursing, especially:
2726 Authority not conferred
2727 Exceptions in general
3501 Definitions
CODE OF REGULATIONS, TITLE 5
600-611 Administering medication to students
620-627 Administration of emergency antiseizure medication by trained volunteer nonmedical school personnel

Administering Medication and Monitoring Health Conditions

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
COURT DECISIONS
American Nurses Association v. ~~O'Connell, (2010) 185 Cal.App.4th~~ ***393Torlakson (2013) 57 Cal App 4th 570***

Management Resources:
CSBA PUBLICATIONS
Pandemic Influenza Fact Sheet, September 2007
AMERICAN DIABETES ASSOCIATION PUBLICATIONS
Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
CALIFORNIA DEPARTMENT OF EDUCATION ~~LEGAL ADVISORIES~~***PUBLICATIONS***
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~
Training Standards for the Administration of Epinephrine Auto-Injectors, December 2004
NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS
Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
WEB SITES
CSBA: http://www.csba.org
American Diabetes Association: http://www.diabetes.org
California Department of Education, Health Services and School Nursing: http://www.cde.ca.gov/ls/he/hn
National Diabetes Education Program: http://www.ndep.nih.gov
U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma

Policy SIERRA SANDS UNIFIED SCHOOL DISTRICT
adopted: ~~October 20, 2011~~ ***August 20, 2015*** Ridgecrest, California

Administering Medication and Monitoring Health Conditions

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel may include any individual employed by the district who has consented to administer the medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Emergency medical assistant for a student suffering an epileptic seizure means the administration of an emergency antiseizure medication such as diazepam rectal gel and other emergency medications approved by the federal Food and Drug Administration for patients suffering from epileptic seizures. (Education Code 49414.7; 5 CCR 621)

Epinephrine auto-injector means a disposable drug delivery system with a spring-activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Notifications to Parents/Guardians

At the beginning of each school year, the superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

Administering Medication and Monitoring Health Conditions

In addition, the superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.

2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but not limited to:

1. ***Providing parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49414.7, 49423, 49423.1; CCR 600, 626)***

2. ***If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being take, the current dosage, route of administration, times of administration, the name of the supervising physician and updating the information when needed.***

3. ***If the student suffers from epilepsy, notifying the principal or designee whenever the student has had an emergency antiseizure mediation administered to him/her within the past four hours on a school day. (Education Code 49414.7)***

4. ***Providing medications is properly labeled, original containers along with the authorized health care provider's signed instructions/orders. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health provider. (5 CCR 606)***

Administering Medication and Monitoring Health Conditions

~~In accordance with law, the district shall obtain written statements from the student's parent/guardian and authorized health care provider before a district employee administers,~~

~~or assists in the administration of, a prescribed medication to any student and before a student is allowed to carry and self-administer prescription diabetes medication, auto-injectable epinephrine, or prescription inhaled asthma medication during school hours. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600)~~

~~(cf. 5141.23 - Asthma Management)~~
~~(cf. 5141.27 - Food Allergies/Special Dietary Needs)~~

~~The authorized health care provider's written statement shall include:~~

~~1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)~~

~~2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)~~

~~3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)~~

~~4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49423, 49423.1; 5 CCR 602)~~

~~5. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation~~

~~6. Possible side effects of the medication~~

~~7. Name, address, telephone number, and signature of the student's authorized health care provider~~

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student

2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the authorized health care provider's written statement or any other questions that may arise with

regard to the medication

3. Contain an acknowledgment that the parent/guardian understands how district employees will administer or otherwise assist the student in the administration of medication

4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment

5. Contain an acknowledgment that the parent/guardian may terminate the consent for the administration of the medication or for otherwise assisting the student such administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration and monitoring

2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation

2. That the individual is permitted to be on the school site

3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer auto-injectable epinephrine or prescribed diabetes or asthma medication during school hours, the authorized health care provider’s written

statement shall include:

1. Clear identification of the student (Education Code 49414.7, 49423, 49423.1; 5 CCR$ 602, 626)

2. The name of the medication (Education Code 49414.7, 49423, 49423.1; 5 CCR$ 602, 626)

3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49414.7, 49423, 49423.1; 5 CCR$ 602, 626)

4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.7, 49423, 49423.1; 5 CCR$ 602, 626)

5. Possible side effects of the medication

6. Name, address, telephone number, and signature of the student's authorized health care provider

When authorizing a district employee to administer emergency antiseizure medication to a student the authorized health care provider's written statement shall also include the following: (Education Code 49414.7; 5 CCR 626)

1. Detailed seizure symptoms, including frequency, type or length of seizures that identify when the administration of the medication becomes necessary

2. Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services

3. A protocol for observing the student after a seizure, including, but not limited to, whether he/she should rest in the school office or return to his/her class and the length of time he/she should be under direct observation

4. A statement that, following a seizure, a school administrator or other staff member shall contact the school nurse and the student's parent/guardian to continue the observation plan

The parent/guardian shall annually provide the superintendent or designee a new written statement from himself/herself and the student's authorized health care provider. In addition, the parent/guardian shall provide a new authorized health care provider's written statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49423, 49423.1; 5 CCR 600)

Parents/guardians shall provide medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. Medications that are not in their original container shall not be accepted or administered.

Medications shall be delivered to the school by parents/guardians, unless the Superintendent or designee authorizes another method of delivery.

The parent/guardian of a student on a continuing medication regimen for a nonepisodic condition shall inform the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician. (Education Code 49480)

District Employee/District Responsibilities

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medications in accordance with the authorized health care provider's written statement.

2. Accept delivery of medications from parents/guardians and count and record them upon receipt.

3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medications. The type of medication and the times and dosage to be administered shall be noted on the list.

4. Maintain a medication log which must minimally:

a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication

5. Maintain a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student.

6. Ensure that student confidentiality is appropriately maintained.

(cf. 5125 - Student Records)

7. Coordinate the administration of medication during field trips and after-school activities.

(cf. 5148.2 - Before/After School Programs)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)

8. Report to the parent/guardian and the site administrator any refusal by the student to take his/her medication.

9. Keep all medication to be administered by the district in a locked drawer or cabinet.

10. As needed, communicate with the authorized health care provider and pharmacist regarding the medication and its effects.

11. Counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

12. Ensure that unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances.

13. Provide immediate medical assistance, if needed, and report to the site administrator and parent/guardian instances when the medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement.

Upon receiving such notification, the site administrator may notify the student's authorized health care provider and shall document the error in the medication log.

Administering Medication and Monitoring Health Conditions

Additional Requirements for Management of Epileptic Seizures

In addition to applicable provisions in the sections above, the Superintendent or designee shall make arrangements for assisting students with epilepsy who may suffer a seizure at school. Such arrangements shall include the following: (Education Code 49414.7; 5 CCR 620-627)

1. ***Services or Accommodations: Whenever a parent/guardian requests that a nonmedical district employee be trained to provide emergency medical assistance to his/her child, the parent/guardian shall be notified that the child may qualify for services or accommodations pursuant to 20 USC 1400-1482, the Individuals with Disabilities Education Act (IDEA), or 29 USC 794, Section 504 of the federal Rehabilitation Act of 1973 (Section 504)***

(cf. 6159 – Individualized Education Program)
(cf. 6174.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 – Identification and Education Under Section 504)

The Superintendent or designee shall assist the parent/guardian to explore that option and shall encourage him/her to adopt the option if the student is determined to be eligible for such service or accommodation.

If the student's parent/guardian refuses to have him/her assessed for services or accommodations under IDEA or Section 504, the Superintendent or designee may develop an individualized health plan, seizure action plan, or other appropriate health plan designed to acknowledge and prepare for the student's health care needs in school.

2. ***Request for Volunteers: The Superintendent or designee shall distribute an electronic notice to school staff no more than twice per school year per student whose parent/guardian has requested provision of emergency medical assistance pursuant to Education Code 49414.7. The notice shall be in bold print and, in accordance with Education Code 49414.7, shall contain a description of the request for a volunteer school employee, the training that such volunteer school employee will receive, the voluntary nature of the program, and the timelines for the volunteer school employee to rescind his/her offer. No other means of soliciting volunteer school employees shall be conducted.***

(cf. 4112.9/4312.9 – Employee Notifications)

If there are no employee volunteers to administer emergency antiseizure medication t a student, the Superintendent or designee shall again notify the student's parent/guardian of the option to have the student assessed for services and accommodations under IDEA or Section 504.

3. ***Training: Any employee who volunteers to administer an emergency antiseizure medication shall receive from a licensed health care professional the training specified in 5 CCR 623 before administering such medication. The training shall include, but is not limited to:***

   a. Recognition and treatment for different types of seizures

   b. Administration techniques of an emergency antiseizure medication

   c. Basic emergency follow-up procedures, including, but not limited to, a requirement for the principal/designee to call the emergency 911 telephone number and to contact the student's parent/guardian, but not necessarily to transport the student to an emergency room.

   d. Techniques and procedures to ensure student privacy

   (cf. 4131 – Staff Development)
   (cf. 4231 – Staff Development)
   (cf. 4331 - Staff Development)
   (cf. 5022 – Student and Family Privacy Rights)

Volunteer employees trained to deliver antiseizure medication will receive annual retraining and skill review by a credentialed school nurse or other qualified supervisor of health.

4. ***Notification of Administration: The Superintendent or designee shall establish a process for notifying the credentialed school nurse, or the Superintendent or designee as applicable, whenever an employee administers an emergency antiseizure medication to a student at a school.***

5. ***Supervision of Volunteers: Volunteer school employees shall be supervised by a licensed health care professional in accordance with 5 CCR 627.***

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received

training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injectors to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity.

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive.

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician or surgeon authorized pursuant to Education Code 49414, and shall be based on the standards developed by the Superintendent of Public Instruction. Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescriptions may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

(cf. 4112.6/4212.6/4312.6 – Personnel Files)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying of the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

Administering Medication and Monitoring Health Conditions

(cf. 3290 – Gifts and Bequests)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

(cf. 3580 – District Records)

Regulation SIERRA SANDS UNIFIED SCHOOL DISTRICT
approved: ~~October 20, 2011~~ ***August 20, 2015*** Ridgecrest, California

Administering Medication and Monitoring Health Conditions

A Protocol for the Development of a Health Management Plan for Children with Seizure Disorders

Purpose:

To provide a systematic approach to the collection and organization of data into steps and procedures to meet individual students unique needs.

Legal Authority:

California Education Code: Part 27 Chapter 9 Article 6 Section 49480

The parent or legal guardian of any public school pupil on a continuing medication regimen for a nonepisodic condition, shall inform the school nurse or other designated certificated school employee of the medication being taken, the current dosage, and the name of the supervising physician. With the consent of the parent or legal guardian of the pupil, the school nurse may communicate with the physician and may counsel with the school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose. The superintendent of each school district shall be responsible for informing parents of all pupils of the requirements of this section.

Gathering Information:

~~Complete a health history, have the parent(s) or guardian complete the questionnaire for parents of student with seizures document (appendix A).~~ ~~This should be~~ ***~~completed~~ The following information should be documented*** when the child is first joining the school, and updated yearly or sooner if needed. Included in this document are seizure type and frequency. How the child reacts before during and after a seizure. Medication that the child takes to prevent seizures and emergency medications such as Diastat needed to stop seizures. Especially important is how and when to contact the parent(s) or guardian after a child has a seizure.

The school nurse and either the Individual Education Plan (IEP) team or the 504 coordinator will work together to develop a health management plan for the student. The plan is to include but is not limited to the information gather***ed*** from the completed history form~~. A~~, any medication to be administered at school, and when emergency medical services need to called. Below is a sample of a health plan for general seizure first aid.

Administering Medication and Monitoring Health Conditions

General Seizure first aid:

STANDARD FIRST AID

* Stay calm

* Protect student from injury but do not restrain movements

* Help the student lie down and turn on one side if possible

* Loosen all tight clothing

* Do not put anything in the mouth

* Do not give medicines or fluids until the child is completely awake (except for ~~Diastat~~ ***physician ordered intervention medications***)

* Stay with the student until he or she is fully alert and oriented

* Provide reassurance and support after the seizure episode

* CPR should not be given during a seizure

* Record the duration and describe the seizure on the epilepsy log

* Report the seizure to the appropriate person: parents, school nurse, and/or administrator

Emergency First Aide Call 911 if:

* First known seizure

* Seizure lasts more than 5 minutes

* Another seizure begins soon after the first

* The student stops breathing or has difficulty breathing after the seizure

*The student incurs a head injury

* Student cannot be awakened after the seizure

* There are specific orders to call 911 from the physician

* The recovery is different than usual

* The need for assistance is uncertain

The class room teacher will document seizure activity at school/notify parents of seizes that occur at school.

Each student and seizure disorder is unique therefore each plan needs to be written to accommodate the student's individual needs.

When ~~the~~ emergency medication ~~Diastat~~ is order***ed*** to be administered to end Seizures, the protocol for its use will be used in addition to this protocol.

Exhibit SIERRA SANDS UNIFIED SCHOOL DISTRICT
version: ~~October 20, 2011~~ ***August 20, 2015*** Ridgecrest, California

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E(2)5141.21

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Procedure for the Education of Staff in the Administration of Diastat

All medications given at school are done so according to Board Policy 5141.21 and as delineated in Sierra Sands Unified School District's Rights and Responsibilities Handbook and California Education Code 49423, 49480, and 49400.

Diastat (diazepam rectal gel) is a medication prescribed by a student's physician to control or stop seizures. When a student is prescribed Diastat the physician has given written directions when it will be used. The student's parent will bring the medication along with directions for its use and ***a physician's order*** to school. ***The district nurse will verify those orders***. The parent and the district nurse will meet to establish the plan for Diastat use at school as directed by the physician. The district nurse will meet with the school site administrator to identify the team to be educated on the administration of Diastat. Only those trained in the use of the medication ***and CPR certified*** will be permitted to administer the medication.

As with any medication Diastat must be kept in a lock cabinet that students do not have access to. This medication must go with the student when he/she travels on field trips.

Administering Medication and Monitoring Health Conditions

The ~~classroom teacher~~ ***district nurse*** will check and note the expiration date of the Diastat and notify the parent when it is ready to expire.

The team will be educated in the following information:

1. General Seizure first aid:

* Keep calm and reassure other people who may be nearby.

* Don't hold child down or try to stop his/her movements.

* Time the seizure with your watch/clock.

* Clear the area around him/her of anything hard or sharp.

* Loosen anything around the neck that may make breathing difficult.

* Put something flat and soft, like a folded jacket, under his/her head.

* Turn him/her gently onto one side. This will help keep the airway clear. Do not try to force the mouth open with any hard implement or with fingers. It is not true that a person having a seizure can swallow his/her tongue. Efforts to hold the tongue down can injure the teeth or jaw.

* Don't attempt artificial respiration except in the unlikely event that a person does not start breathing again after the seizure has stopped.

* Stay with him/her until the seizure ends naturally.

* Be friendly and reassuring as consciousness returns.

2. Administer Diastat per rectum for tonic clonic (grand mal):

Diastat will be administered by trained school site staff or district school nurse.

* An adult is to stay with the child and wait for the Emergency Team to arrive.

* The child should be on his/her side and be observed for continued seizure activity and changes in his/her respiratory status.

* Another adult should notify his/her parents.

Administering Medication and Monitoring Health Conditions

3. To Administer Diastat:

* ***Supplies needed: medication, copy of the health plan, latex free rubber gloves, a small lap blanket for privacy***

* Lubricate rectal tip with lubricating jelly.

* Turn child on his/her side facing you.

* Bend upper leg forward to expose rectum.

* Separate buttocks to expose rectum.

* Gently insert syringe tip into rectum.

* Slowly count to 3 while gently pushing plunger in until it stops.

* Slowly count to 3 while removing syringe from rectum.

* Slowly count to 3 while holding buttocks together to prevent leakage.

* Once given keep child on his/her side.

Procedure for the Education of Staff in the Administration of Diastat

Once Diastat is administered call 911.

* An adult is to stay with child and wait for the Emergency Team to arrive.

* Child should be on his/her side, observe for continued seizure activity and respiratory status.

* Another adult should notify his/her parent (s).

* Send used Diastat syringe with child to the hospital.

Staff will review Diastat administration video yearly.

Personnel who administer Diastat will be CPR certified.

Administering Medication and Monitoring Health Conditions

7. POLICY DEVELOPMENT AND REVIEW

7.13 Revisions to Administrative Regulation 6183, Home Instruction

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, and changes in district practice.

CURRENT CONSIDERATIONS: Administrative Regulation 6183, Home Instruction was last reviewed on March 14, 1999. This administrative regulation has been updated to reflect current practices in the district with regard to the implementation of home instruction.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The revised administrative regulation is presented for informational purposed only and does not require board action.

Home Instruction

Definitions

1. An eligible student is one who has a temporary (two or more weeks) physical condition which, according to the student's physician, makes it inadvisable for him/her to attend his/her normal school classes.

2. A special education student is one who, by reason of marked learning or behavior disorders or both as defined by Education Code §56333 and California Administrative Code §3030, and who has a current IEP, cannot benefit from the on-site education programs.

3. A home teacher is a credentialed teacher employed or assigned to provide home instruction.

4. Temporary is defined as twenty (20) school days.

Responsibilities

1. The administration of the home instruction program will be under the direction of the Coordinator of Pupil ~~Personnel~~ ***Support*** Services.

2. After review by the site administrator, ***or designee*** the parent/guardian request for home instruction must be reviewed and approved by the school nurse and the Coordinator of Pupil ~~Personnel~~ ***Support*** Services.

3. The District IEP Team is responsible for recommending to the principal, ***or designee*** initiation of a home instruction program for any special education student who requires such a program.

4. Each principal, ***or designee*** is responsible for:

    a. Reviewing the application and forwarding it to the ~~school nurse~~ ***Coordinator of Pupil Support Services***.

    b. Approving the schedule of a home teacher and signing the monthly time sheet.

    c. Evaluating the performance of the home teacher.

    d. Reporting daily attendance for the student

Home Instruction

5. The District Office Personnel Department is responsible for:

   a. Recruiting and maintaining a list of qualified home teachers.

   b. ~~Providing each principal with a list of all home teachers, including their credentials, experience, and any other information pertinent to assignment.~~

   c. ***b***. Arranging for assignment of home teachers upon the approval of a request.

6. The ~~Health Services Office, district nurse, and/or school nurse~~ ***Pupil Support Services Office*** will assume responsibility for:

   a. ***a***.Reviewing and approving applications.

   b. ~~Recording appropriate information on the student's records.~~

   c. ~~Managing the Home and Hospital budget (salary and mileage).~~

   d. ***b***.Consulting with the health care professional caring for the student ***when necessary***.

7. The ~~district or~~ school attendance office will record home teaching attendance in accordance with State Department of Education regulations.

8. The ~~Coordinator of Pupil Personnel Services~~ ***Director of Special Education*** will arrange for the IEP Team to determine an appropriate educational program for any student who qualifies for services and is unable to access a regular program. A physician's statement that the student cannot access the regular education program due to his or her physical condition is required.

Eligibility for Home Instruction

1. Home and/or hospital instruction may be provided for any physically handicapped student when a physician recommends that the student must be confined to his/her home and is unable to attend regular school or a site-based alternative program. In general, home or hospital instruction will not be provided for a student who will be absent from school for less than two weeks or when an on-site or district program is available for the student. Exceptions may be made by the Coordinator of Pupil ~~Personnel~~ ***Support*** Services ~~and~~ ***or the Direction of Special Education***.

Home Instruction

2. Home and/or hospital instruction may, upon recommendation of the Individualized Education Program Team (IEPT), be provided for individuals with exceptional needs whose physical or emotional condition does not allow them to access the regular education program.

Admission and Discharge Procedures for Qualified Students

1. Before a student is placed in a home instruction program, parents will provide the principal***, or designee*** with a completed Parents Request for Home Instruction and Medical Verification for Home Instruction, Form ES-PP-N-4(Revised)

2. ~~After review by the appropriate site committee,~~ t***T***he principal, ***or designee*** approves the request and forwards it to the ~~school nurse~~ ***Coordinator of Pupil Support Services.***

3. After review and approval, the ~~school nurse forwards~~ ***Coordinator of Pupil Support Services*** forwards the request to ~~the Coordinator of Pupil Personnel Services.~~***a school nurse.***

4. After review and approval, the Coordinator of Pupil ~~Personnel~~***Support*** Services forwards copies of the request to the District Office Personnel Department, school of attendance, and the school nurse.

5. The home instruction program shall be terminated when a physician's written statement indicates that the student is physically able to return to school and/or when district staff and on-site committees determine that appropriate on-site programs are available. The principal***, or designee*** of the school or alternative program will be responsible for notifying the District Office Personnel Department, Attendance Office of the district, ~~and~~ the school nurse ~~-~~***and Coordinator of Pupil Support Services*** when home teaching is terminated.

Timelines

Within five days of notification, the district shall determine whether the student is eligible to receive home instruction and, if so, when it shall begin. If given, home instruction shall begin within five days of this determination.

Qualifications of Home Teachers

Teachers selected for home instruction will, when possible, hold teaching credentials for the kinds of instruction they provide.

Home Instruction

Assignment and Hours of Home Teachers

1. The principal ***or designee*** shall first offer the opportunity to the student's regular classroom teacher. If that teacher is not available, another teacher may be selected.

2. The principal ***or designee*** may also select ***another credentialed teacher employed by the district*** for this assignment~~ from the list of home teachers approved by the Board of Education.~~ The Personnel Department will contact the teacher to make the assignment.

3. Home Teachers will be employed to provide instruction for one student no more than twenty (20) school days at a time.

4. A classroom teacher assigned as home teacher for a K-5 student may not teach more than five hours per week.

5. Secondary school students taught by classroom teachers will be instructed one hour per week for each subject taught the student by the teacher.

6. A home teacher may not teach more than five hours in any one day.

7. Home teachers may arrange for Saturday instruction by mutual consent with the parent.

Coordination of the Curriculum with the School

1. The home teacher will report to the student's classroom teacher(s) or counselor before beginning instruction to discuss the student's specific educational needs.

2. The home instruction program will be closely coordinated with the regular classroom program in all cases where conditions permit.

3. The home teacher will make periodic checks with the regular teacher(s) or counselor in order to coordinate the efforts of all teachers for the best interest of the student.

4. The home teacher will assign grades and submit grades for work completed to the appropriate individual department.

5. Grades and/or credit will be recorded on permanent record cards by the regular teacher, counselor, or registrar.

Home Instruction

Attendance and Extent of Instruction

1. A full day's attendance will be credited to the student for 60 minutes of individual home instruction. An appropriate fractional part of a day's attendance may be credited for less than an hour's attendance.

2. If he/she is physically able, the student should have instruction for at least an hour each day for as many school days as he/she is away from the regular school program.

3. No student will be given individual home instruction for more than three hours in any one day.

4. No student will receive more days of attendance during the school year than were maintained by the regular schools of the district.

Salary ~~and Mileage Reimbursement~~

1. Teachers will be paid based on their hourly rate on the teacher salary schedule.

2. Home teachers will provide their own transportation.

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***

Katie Benadom
RSP – Las Flores
Effective 8-28-15

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Lisa Apgar
Elementary Counselor – Curriculum
Effective 8-6-15

Nancy Blackwell
SDC – Monroe
Effective 8-11-15

Rachael Belka
3rd Grade – Richmond
Effective 8-11-15

Melissa Bergh
1st Grade – Faller
Effective 8-11-15

Jessica Blades
RSP – Monroe
Effective 8-11-15

Lynn Carr
40% Chemistry – BHS
Effective 8-11-15

Rebekah Cash
English – Monroe
Effective 8-11-15

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Susan Cross
RSP – Monroe
Effective 8-11-15

Yolanda Curlee-Olivas
PE – Burroughs
Effective 8-11-15

Nicole Duncan
1st/2nd Combination – Inyokern
Effective 8-11-15

Allison Espinoza
Speech 50% - SELPA
Effective 8-11-15

Mitchell Flatebo
80% Physics – BHS
Effective 8-11-15

Michael Fletcher
SDC – Burroughs
Effective 8-11-15

Sean Fullerton
PE – Monroe
Effective 8-11-15

Lindsay Goellner
SDC Autism – Murray
Effective 8-11-15

Brittni Green
Kindergarten – Faller
Effective 8-11-15

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Charlene Hart
1st Grade – Faller
Effective 8-11-15

Stefanie Jones
5th grade – Las Flores
Effective 8-11-15

Jessica Kurtz
Science – Monroe
Effective 8-11-15

Emily Marsh
English – Burroughs
Effective 8-11-15

Tracy Miller
SDC – Richmond
Effective 8-11-15

Geralyn Montgomery
RSP – Inyokern/Mesquite
Effective 8-11-15

Sadie Nutter
Health Careers – Burroughs
Effective 8-11-15

Blake Onishi
3rd Grade – Faller
Effective 8-11-15

Craig Porter
80% Math – BHS
Effective 8-11-15

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Joseph Rosalez
PE – Burroughs
Effective 8-11-15

Megan Strickland
Elementary Counselor – Curriculum
Effective 8-6-15

Bud Tapp
English – Monroe
Effective 8-11-15

Melody Tsai
Transitional Kindergarten – Faller
Effective 8-11-15

Briana Walters
Elementary Counselor – Curriculum
Effective 8-6-15

Mariana Weller
Elementary Counselor - Curriculum
Effective 8-6-15

Cindy Winks
RSP – Burroughs
Effective 8-11-15

Derek Zhang
Chemistry – BHS
Effective 8-11-15

Substitute Teachers for 15-16 year:
Pamela Hartop
Terrie Ryan

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS

John Cosner
From Chemistry – Burroughs
To Assistant Principal – Murray

Brianna Albrecht
From TK – Faller
To 4th Grade – Richmond

Judith Bal
From 3rd Grade – Gateway
To 5th Grade – Gateway

Ian Ball
From English – Monroe
To English - Burroughs

Mary Beth Boss
From 3rd Grade – Faller
To Kindergarten – Faller

Maureen Flatebo
From Science – Monroe
To Science – Burroughs

Whitney McKemy
From 1st Grade – Faller
To TK/K Combo – Inyokern

Terry McGuire
From 1st Grade – Faller
To 1st Grade – Las Flores

Andrea Miller
From Kindergarten – Faller
To 1st Grade – Las Flores

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS (continued)

Launa Miller
From Kindergarten – Faller
To K/1st Combo – Gateway

Heather Newberry
From TK/K Combo – Las Flores
To 1st Grade – Las Flores

Chris Ostermann
From Science – Burroughs
To Projects Teacher - Curriculum

Tami Piatt
From TK/K Combo – Inyokern
To 1st/2nd Combo – Richmond

Sergio Ramirez
From 1st Grade – Inyokern
To 2nd Grade – Inyokern

Kelli Sarrett
From 1st Grade – Faller
To 1st/2nd Combo – Gateway

Janice Schultz
From K/1st Combo – Inyokern
To 1st Grade – Inyokern

Jennifer Shultz
From 2nd/3rd Combo – Richmond
To 3rd Grade – Richmond

Susan Wood
From K/1st Comb – Richmond
To Kindergarten – Richmond

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

David Butterfield***
8 hr. Automated Systems Specialist – Technology
Effective 9-30-15

Geri Lee
5 ½ hr. Paraprofessional – Gateway
Effective 7-16-15

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Zakary Atencio
1.58 hr. Noon Duty Supervisor – Las Flores
½ hr. AM Crossing Guard – Las Flores
½ hr. PM Crossing Guard – Las Flores
Effective 8-12-15

Andrew Boyd
8 hr. Custodian – Richmond
Effective 7-9-15

Gillian Brannon
1.66 hr. Clerk II – Richmond
Effective 7-9-15

Monica Butler
4 hr. Paraprofessional/Student Supervisor - Murray
Effective 8-12-15

Cody Decker
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Maria Hannah
3 ½ hr. Food Service Assistant II – Vieweg
and
2 hr. Food Service Assistant I - Vieweg
Effective 8-12-15

Janis Kunz
5 ½ hr. Paraprofessional – Richmond
Effective 8-12-15

Artemio Milagrosa
8 hr. Auto/Diesel Mechanic I – Transportation
Effective 7-15-15

Lena Pokol
5 ½ hr. Paraprofessional – SELPA
Effective 8-12-15

Melinda Quan
5 ½ hr. Paraprofessional – SELPA
Effective 8-12-15

Melissa Reinke
1 hr. Food Service Assistant I – Mesquite
Effective 8-12-15

Maria Shaffer
2 ¾ hr. Noon Duty Supervisor – Las Flores
And ¼ hr. Crossing Guard – Las Flores
Effective 8-12-15

Christi Shermer
5 ½ hr. Paraprofessional – Murray
Effective 8-12-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Deborah Wilson
8 hr. Custodian – Las Flores
Effective 8-3-15

Classified Substitutes for the 2015-2016 School Year:
Valeria Aguilar
Heather Brown
Brigetta Carota
Debra Chapman
Francy Chona-Allen
Mary Lattig
Nancy Lutsey
Manuela Ponce

8.24 CHANGE OF STATUS

Michele Anderson
Added: ¼ hr. Crossing Guard – Las Flores
Effective 8-12-15

Melissa Armendariz
From: 2 ¾ hr. Noon Duty Supervisor – Las Flores
And: ¼ hr. Crossing Guard – Las Flores
To: 5 ½ hr. Paraprofessional – Gateway
Effective 8-12-15

Eva Ashley
Added: 2 hr. Paraprofessional – Pierce
Effective 8-12-15

James Gunnell
From: 5 ½ hr. Paraprofessional – Richmond
To: 5 ½ hr. Paraprofessional – Burroughs
Effective 8-12-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS (Continued)

Ivy Kubin
From: 6 ½ hr. Paraprofessional – James Monroe
To: 6 ½ hr. Paraprofessional – Burroughs
Effective 8-12-15

Miguel Perez
From: 8 hr. Custodian – Las Flores
To: 8 hr. Custodian – Gateway
Effective 7-27-15

8. EDUCATIONAL ADMINISTRATION

8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

BACKGROUND INFORMATION: Approval of the 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 Variable Term Waivers, Provisional Intern Permits, and Short Term Staff Permits in order that the district may assign the following individuals for the 2015-16 school year:

- Short Term Staff Permit – Mathematics for
  Christopher Bachman, Burroughs High School
- Short Term Staff Permit – Education Specialist – Mild/Moderate
  Jessica Blades, James Monroe Middle School
- Variable Term Waiver – Speech Language/Pathology Services for
  Charla Breitigam, SELPA
- Variable Term Waiver – Speech Language/Pathology Services for
  Jessica Constable, SELPA
- Variable Term Waiver – California Basic Skills Exam and Education Specialist Mild/Moderate Program for
  Susan Cross, James Monroe Middle School
- Variable Term Waiver – California Basic Skills Exam and Single Subject – Physics Program for
  Mitchell Flatebo, Burroughs High School
- Provisional Intern Permit –Education Specialist Mild/Moderate Program for
  Lindsay Goellner, Murray Middle School
- Variable Term Waiver – Speech Language/Pathology Services for
  Kimberly Heier, SELPA
- Variable Term Waiver – Speech Language/Pathology Services for
  Katharine Meramble, SELPA

- Short Term Staff Permit – Education Specialist Moderate/Severe
  Tracy Miller, Richmond Elementary

- Variable Term Waiver – California Basic Skills and Single
  Subject – Mathematic Program for
  Craig Porter, Burroughs High School

- Variable Term Waiver – California Basic Skills Exam and Education
  Specialist Mild/Moderate Program for
  Kathleen Rodgick, Las Flores

- Variable Term Waiver – California Basic Skills Exam and Single
  Subject – Chemistry Program for
  Derek Zhang, Burroughs High School

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the submission of request for Variable Term Waivers, Provisional Intern Permits, and Short Term Staff Permits, in order that the above named individuals may be assigned in the designated positions for the 2015-16 school year.

9. GENERAL ADMINISTRATION

9.1 Nominations for CSBA Directors-at-Large African American, American Indian, and County to the California School Boards Association (CSBA) Board of Directors

BACKGROUND INFORMATION: The CSBA Board of Directors is comprised of 21 regional directors as well as the officers of the association, any officer or director of the National School Boards Association who resides in California, and the president of the California County Boards of Education. In addition, there are five Directors-at-Large. The directors, along with the officers and members of the Delegate Assembly, are a vital link in the association's governance structure ensuring that the association continues to effectively carry out its mission.

CURRENT CONSIDERATIONS: Nominations for three CSBA Directors-at-Large, African American, American Indian, and County will be accepted until October 2, 2015. Any CSBA member board is eligible to nominate board members for any of these Director-at-Large seats. All nominees must serve on a CSBA member board and each nominating board must certify that the nominee has consented to be nominated at the time of nomination. The election for these two-year seats will take place during the Delegate Assembly meeting in San Diego in December.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The board may, if it wishes, nominate candidates for the offices of CSBA Director-at-Large, African American, Director-at-Large, American Indian, and Director-at-Large, County.

July 31, 2015

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 2, 2015
Please deliver to all members of the governing board.

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Jesús M. Holguín, President

SUBJECT: Call for Nominations for Directors-at-Large African American, American Indian, and County

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Nominations for CSBA Director-at-Large African American, American Indian, and County are currently being accepted until **Friday, October 2, 2015**. Nomination forms and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego Marina on December 2-3. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, October 2**.

A valid nomination includes the following:

- **Nomination form**: A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
  1) CSBA member district or county office of education (COE) board
     A letter submitted by a member board, if signed by the Superintendent, must state in the letter ***"on behalf of the board."***
  2) Individual board member from a CSBA member district or COE
  3) Board member organization

Candidate Form: A signed and dated candidate form completed by the nominee is due to CSBA by Friday, October 9. *(The candidate form and two letters of recommendation will be printed in the Delegate Assembly agenda packet exactly as submitted.)*

For further information, please contact the Leadership Services department at 800-266-3382.

Nomination Form for Regional Director from Odd-numbered CSBA Regions

The nomination for regional Director must be made by a Delegate from that region and the nominee must be a board member within that region. Each nominating Delegate must certify that the nominee has consented to be nominated. The **email** deadline to submit the nomination form is **Friday, October 2, 2015**.

I wish to nominate _____ for regional Director in region ____.

The nominee is a board member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has given permission to be nominated and will be submitting a candidate form.

Submitted by:

Name of Delegate: _____

Name of District or COE: _____

Region No.: _____ Date: _____

Return the nomination form by email to:
President Jesús M. Holguín
and Leanne Gosselin, CSBA
Email: jholguin@mvusd.net ***and*** lgosselin@csba.org

csba 2015 Director-at-Large, African American, American Indian, and County Candidate Form

Due: Friday, October 9, 2015 *(U.S. Postmark or email – jholguin@mvusd.net and lgosselin@csba.org)*

This signed and dated candidate form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and a one-page, single sided résumé, if submitted,** will be printed in the Delegate Assembly meeting agenda.

I am nominated for: (please check one) ☐ Director-at-Large, African American ☐ Director-at-Large, American Indian ☐ Director-at-Large, County

Name: _____ Region: _____

District or COE: _____ Years on board: _____ ADA: _____

Contact Number: _____ E-mail: _____

1. **CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?**

2. **Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.**

Continued on next page

3. **What is one characteristic that you believe every leader should possess?**

4. **What do you see as the biggest challenge facing governing board members and how can CSBA help?**

5. **Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.**

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature _____ Date _____

10. CONSTRUCTION ADMINISTRATION

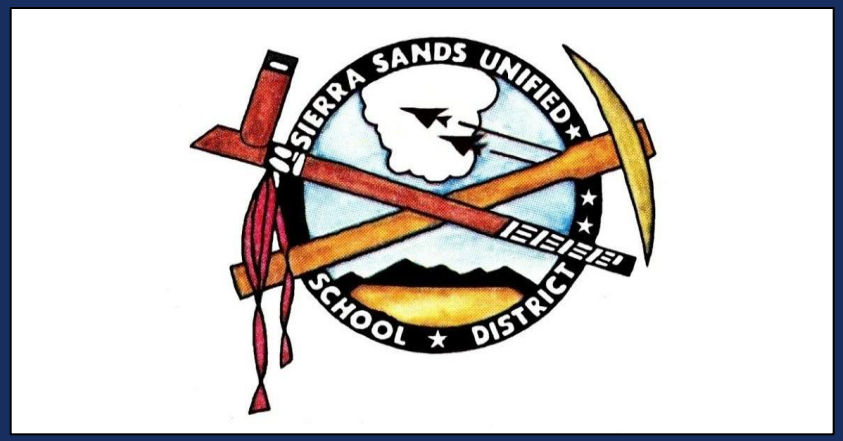
10.1 Report to the Board: Construction Activities and Issues

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: Design, documentation activity, and planning continue at several sites. Mr. Steve Hubbard, Project Manager with Maas Co., will update the board and community 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

August 20, 2015

MAAS

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	ProWest PCM

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 systems, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- **Total Project Budget $31,909,274**
- **Project Square Footage (GSF) . . . . . 178,202 SF**
- **Funding Source . . . . . 80% DOD, 20% District Funds**
- **Construction Mobilization. . . . . November 2015 (Previously September 2015; DSA review delay)**
- **Targeted Completion . . . . . 06/30/17 (Originally 12/31/15; Grant Agreement Amended)**

Sustainable Features

Meets requirements of the National Environmental Policy Act

MAAS

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE
Fast Financial Facts

- **Total Project Budget (TPB). $31,909,274**
- **Construction Budget @70% of TPB. $22,336,491**
- **Reserve for Soft Costs/Fees @ 30% TPB. . . .$ 9,572,782**
- **Encumbrances To Date. . . . . $ 5,927,117**
- **Percent Complete of Project Cost 18.5%**
- **Percent Complete of Construction 0%**

Project Update

- **Corrections and revisions for quality control, cost savings measures and DSA comments complete; construction documents remain in review at DSA; comments anticipated 8-26-15.**
- **Schematic Design for Student Parking Lot and Admin Building in review for threat force protection requirements.**
- **Bi-monthly Meeting with DSA conducted; next meeting scheduled for 9-8-15.**
- **Schedule for Commencement of Construction now scheduled for early November 2015, pending DSA and OEA approval.**
- **Execution of HVAC work in PAC scheduled for Summer 2016.**
- **Construction Activities Sequencing Plan approved by the District.**

BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH

•DSA Back-check Submittal	06-17-15* (Prior 06-16-15)
•DSA Plan Check Duration –8 weeks	08-26-15** (Prior 07-30-15)
•DSA Third Back-check	09-10-15**
•Bid Advertisements (twice)	09-14-15 and 09-21-15** (Prior 07-13-15 and 07-20-15)
•Bidding Period	09-16-15 to 10-14-15** (Prior 07-13-15 to 08-28-15)
•Bid Notices of Intent	10-14-15** (Prior 09-08-15)
•Board Approval of Awards (Special)	11-02-15** (prior 09-10-15)
•Notices to Proceed	11-03-15**(Prior 09-11-15)
•Submittal Review	11-11-15 thru 11-28-15** (Prior 09-11-15)
•Construction Start (Mobilization)	11-03-15**(Prior 09-30-15)

* Actual
**Estimate based on further DSA delays anticipated

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

• Address	200 E. Drummond Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	IBI Group Bakersfield, CA
· Construction Manager	ProWest PCM

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 $39,542,838**
- **Project Square Footage (GSF) . . . . . 65,425 SF (originally 93,000 SF)**
- **Funding Source . . . . . 80% DOD, 20% District Funds**
- **Construction Mobilization. . . . . October 2015 (originally December 2014; Grant amended)**
- **Targeted Completion . . . . . 9/30/2017 (originally 9/30/16)**

Sustainable Features

·**Meets requirements of the National Environmental Policy Act**

MAAS

151

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

DSA REVIEW PHASE

Fast Financial Facts

- **Total Project Budget (TPB). $39,542,838**
- **Construction Budget @ 70% TPB less demo $24,479,986**
- **Demolition Allowance for Old Murray . . . . . $ 3,200,000**
- **Reserve for Soft Costs/Fees @ 30% TPB $11,862,851**
- **Encumbrances To Date. . . . . $ 6,446,874**
- **Percent Complete of Project Cost 16.3%**
- **Percent Complete of Construction 0%**

Project Update

- **DSA plan check complete; comments to Architect; final approval now anticipated to be 8-17-15 due to DSA plan check delay.**
- **Plan revisions to reduce the cost of roadway changes and campus drive paving rejected by City Planning Department.**
- **Documents for site access improvements in City Right of Way complete and submitted to City Engineer for review.**
- **Removal Action Workplan (RAW) for soil remediation remains in review at Department of Toxic Substance Control (DTSC); Public Participation procedures in process.**
- **CEQA Initial Study and Mitigated Negative Declaration documents are in public comment period.**
- **Responses to Navy review comments completed by Architectural team and submitted to Navy for review; no exceptions from the Navy; next Navy review will be for modular structures as deferred submittal.**
- **Review by other regulatory agencies remains in process including California Department of Education, Office of Public School Construction and Kern County Fire Department.**
- **Bidding documents complete; goal remains to initiate early bidding procedures prior to final DSA approval; advertisements are scheduled for 8-31-15.**

MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

•DSA Submittal	03-10-15
•DSA Commencement of Plan Check	04-22-15
•DSA Plan Check Submittal - Duration – 12 weeks	06-22-15* (prior was 07-22-15)
•DSA Back-check Review	08-17-15*
•Bid Advertisements (twice)	08-31-15 and 09-08-15* (prior was 08-03-15 and 08-10-15)
•Bidding Period	08-31-15 thru 00-29-15* (prior was 08-03-15 thru 08-25-15)
•Bid Notice of Intent	10-02-15* (prior was 08-26-15)
•Board Approval of Awards	10-15-15* (prior was 09-17-15)
•Site Soil Remediation and Approval	10-19-15 thru 12-11-15* (prior was 09-21-15 thru 12-31-15)
• Site Construction Start (Mobilization)	10-22-15 (prior was 11-15-15)
•Commence design of modular units	10-15-15* (prior was 9-17-15)
•DSA completion of review of modular unit design	06-23-16**(prior was 3-23-16)
•Commence construction of modular units	06-24-16**(prior was 3-24-16)

*Delay due to late DSA plan check

** Delay due to DSA assertion that plan check of deferred submittal would take lowest priority

HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE

· Address	Various
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	TBD

Fast Facts

Remediation of prior substandard construction and installation of HVAC units. Work at school sites that have not yet benefited from Modernization projects includes structural, mechanical and electrical retrofitting of existing HVAC units to properly respond to existing conditions and to correct prior substandard work. Due to budget constraints, work now includes Monroe Middle School, Mesquite Continuation School, and Burroughs High School.

- **Total Project Budget $7,024,500**
- **Project Square Footage (GSF) . . . . . Varies**
- **Funding Source . . . . . Facilities Hardship /Siemens**
- **Construction Mobilization. . . . . June 2016 (prior Sept 2015)***
- **Targeted Completion . . . . . Summer 2016 (prior Spring 2017)***

·* District determined that construction must occur when school not in session. DSA Plan check delay resulted in missing Summer 2015 construction; next opportunity for construction is Summer 2016.

·Meets requirements of the National Environmental Policy Act

MAAS

HVAC REMEDIATION

PROJECT STATUS REPORT

DSA REVIEW PHASE
Fast Financial Facts

- **Total Project Budget $7,024,500**
- **Construction Budget @ 70%. $4,917,150**
- **Reserve for Soft Costs/Fees at 30% $2,107,350**
- **Encumbrances To Date. . . . . $ 824,307**
- **Percent Complete of Project Cost 12%**
- **Percent Complete of Construction 0%**

Project Update

- **Correction of all prior BHS Open A# work as part of Modernization approved by DSA; prior A#'s retired.**
- **BHS – PAC Air Handlers DSA Plan Check complete; project approved for construction**
- **James Monroe DSA Plan Check complete; project approved for construction.**
- **Mesquite DSA Plan Check complete; project approved for construction**
- **PAC HVAC Remediation DSA Plan Check complete; project approved for construction**
- **Delay in DSA plan check has caused delay of construction until Summer 2016.**
- **PAC to be bid with Burroughs Modernization; Mesquite to be bid as a separate General Contractor project.**
- **Applications for State Facilities Hardship funds remain in process.**

HVAC REMEDIATION

SCHEDULE:

•DSA Submittal, Phased Intake	08-03-14 thru 03-17-15*
•DSA Plan Check Commencement for Mesquite and PAC	04-14-15 and 04-29-15*
•DSA Plan Check Duration – Estimated 8 weeks each Phase (as each phase design was completed)	08-03-14 thru 07-24-15*
•Bid Advertisements (twice)	09-16-15 and 09-23-15** (Prior 07-13-15 and 07-20-15)
•Bidding Period	09-16-15 to 10-14-15** (Prior 07-13-15 to 08-28-15)
•Bid Notices of Intent	10-14-15** (Prior 09-08-15)
•Board Approval of Awards (Special)	11-02-15** (prior 09-10-15)
•Notices to Proceed	11-03-15**(Prior 09-08-15)
•Submittal Review	11-11-15 thru 11-28-15**(prior 9-11-15 thru 9-28-15)
•Construction Start (Mobilization)	05-30-16***(Prior 09-14-15)

** Actual*
*** Changes due to inclusion in Burroughs Modernization bidding and delay in DSA plan check process.*
**** Construction start to coincide with school recess summer of 2016.*

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into Amendment #2 to the Agreement with RBB Architects for the Burroughs High School (BHS) Performing Arts Center HVAC Remediation Project

BACKGROUND INFORMATION: In response to a report from structural and mechanical engineers identifying safety concerns with the HVAC installation at the BHS Performing Arts Center, the district commissioned RBB Architects to provide design and construction documents for the relocation of the existing boiler and correction of construction defects in the mechanical mezzanine structure. The current configuration of the boiler and mezzanine is a result of work associated with the new Chiller Project, wherein the gas-fired boiler is placed in the supply air plenum of the HVAC system. The existing boiler has been shut down, in order to avoid any safety concern. In order to provide heat to the PAC during winter season and in the period awaiting construction of the final DSA approved project, the district has been renting a temporary boiler for each winter season. The district ultimately will commence construction of the work as a stand-alone project. The district has obtained DSA approval authorizing the Construction Phase Services for the project.

CURRENT CONSIDERATION: RBB Architects was initially directed to relocate the existing boiler; however, subsequently, the existing boiler has been identified by the district and professional technicians as so close to the end of its useful life that it is not recommended for relocation, but rather should be replaced with new equipment. Upon review and evaluation of the existing location for a new boiler, it has been determined that the housekeeping slab for any new unit must be redesigned and resubmitted to DSA for structural review. Additionally, the piping and exhaust configurations must be redesigned to accommodate a new boiler configuration. As a result, additional engineering services will be required.

FINANCIAL IMPLICATIONS: The fixed fee amount for the architectural, structural, plumbing, and mechanical engineering services to redesign the hot water system to accommodate a new boiler will be $16,000.00 which includes overhead and insurance, plus a 10% allowance for reimbursable expenses. The district plans to use Fund 40 for the project.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Amendment #2 for additional services with RBB Architects for the Burroughs High School HVAC remediation project.

AIA Document G802 - 2007 (Amended for Project)

Amendment to the Professional Services Contract

Amendment Number: 00 2
Project Number: 1413800
Client Number:

TO: Pamela Pence

(Client or Client's Representative)
In accordance with the Agreement dated: July 8, 2014

BETWEEN the Client:
(Name and address)
Sierra Sands Unified School District
Attn: Ernest M. Bell, Superintendent
133 Felspar
Ridgecrest CA 93555

AND the Architect:
(Name and address)
RBB ARCHITECTS INC.
10980 Wilshire Blvd.
Los Angeles, CA 90024

FOR the Project:
(Name and address)
Siemens Cat 4 & 5 Equipment Replacement
Monroe & Vieweg Schools

AUTHORIZATION is requested:

- [x] To Proceed with Additional Services
- [ ] To Bill per Previous Directions to Proceed
- [ ] To Proceed Time and Materials

CLIENT # **RBB IB #** 1412900

AS Follows: New Boiler in lieu of relocating Existing Boiler to Mezzanine Level PAC **CHANGE TYPE** As Follows:

1 - Owner Requested

Create a Change Order to the approved PAC Boiler Relocation Project to utilize a new Boiler in lieu of rewlocation of the existing boiler from the main floor of the mechanical room to the mezzanine level

The following adjustements shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties)

COMPENSATION:

$16,500 - See Breakdown Above

Time:

20 - Days

SUBMITTED BY:

Kevin S. Boots
(Signature)

Kevin S. Boots A.I.A., Sr. Vice President
(Printed name and title)

8/7/15
(Date)

AGREED TO:

(Signature)

Christina Giraldo - Asst. Supt for Business
(Printed name and title)

(Date)

AIA Document G802 - 2007 (Breakdown)

G802 # 003

TASK	FEE	STAFF REQUIRED	RATE	ESTIMATED HOURS	
Design Task					Importance
Coordinate Consultants	$357	RBB - Principal	$218.00	2	1.639525
Coordinate Consultants	$1,194	RBB - Senior Construction Administrator	$182.00	7	6.5581
Coordinate Consultants	$597	RBB - Project Manager	$182.00	3	3.27905
				0	
				0	
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
Process Consultants Deliverables / Billing(s)	$130	RBB - Administrative Assistant	$75.00	2	
Architectural Sub Total	**$2,278**			2	1.00%
					Importance
STRUCT - Principal In Charge	$102		$195.00	1	1
STRUCT - Project Manager	$167		$160.00	1	2
STRUCT - Project Engineer	$272		$130.00	2	4
STRUCT - CADD Operator	$460		$110.00	4	8
STRUCT Sub Total	**$1,000**			7.8	$1,000
MEP - Principal	$1,313		$210.00	6	2
MEP - Senior Associate	$2,438		$195.00	13	4
MEP - Project Manager	$3,750		$150.00	25	8
MEP - CAD	$4,500		$90.00	50	16
MEP Sub Total	**$12,000**			94	$12,000
	$0			0.0	
	$0			0.0	
SubTotal	**$15,278**				
Added Reimbursables/Materials	$1,222				8.00%
Additional Service Total	**$16,500**			**104**	$16,500

11. BUSINESS ADMINISTRATION

11.1 Blanket Authorization to Utilize Cooperative Purchasing Contracts (Piggybacks), Multiple Award Schedules, and Other Approved California State Contracts for Fiscal Year 2015-16

BACKGROUND INFORMATION: California Public Contract Code Sections 10290, 10298-99, 12100, and 20118 provide that the governing board of a school district, if the board has determined it to be in the best interest of the district, may authorize the purchase of technology, equipment, materials, services, and supplies from another public corporation or agency without advertising for bids if the other public corporation or agency has complied with all applicable Public Contract Codes regarding the purchase of similar technology, equipment, materials, services, and supplies.

CURRENT CONSIDERATIONS: The district has utilized multiple award schedules and cooperative purchasing processes to good effect for over 20 years. Use of such methods provides a streamlined procurement process. It also provides the advantage of obtaining goods and services for a competitively negotiated low price while satisfying all statutory and regulatory requirements pertaining to contracting in the public arena. The Kern County Office of the Superintendent of Schools allows yearly blanket board approval for the use of these processes. This does not preempt a school district the right to bid and procure on its own, but provides alternate resources.

FINANCIAL IMPLICATIONS: To be determined. Use of these processes has allowed the district to move forward expeditiously while acquiring goods and/or services at competitively negotiated prices.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board provide blanket authorization for the district to utilize multiple award schedules, cooperative purchasing contracts issued by other public agencies, and other approved California State contracts where appropriate for the 2015-16 year.

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrant

CURRENT CONSIDERATIONS: "A" and "B" warrants released in July, 2015 are submitted for approval. "A" warrants totaled $718,461.66. "B" warrants totaled $1,047,914.36.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT'S RECOMMENDATION: Approve "A" and "B" warrants for July, 2015 as presented.

This list represents the "A" and "B" warrants released during the month of July **2015**
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

Type of Payroll	Amount
End of month certificated	$161,501.82
End of month classified	$272,108.55
10th of month certificated	$183,452.72
10th of month classified	$101,398.57
Total "A" Warrants	$718,461.66

"B" WARRANTS

Register Number	**Amount**
1	$85,788.00
2	$72,700.70
3	$304,392.33
4	$1,815.00
5	$11,564.30
6	$80,677.20
7	Food Service
8	$98,061.12
9	$24,938.66
10	Food Service
11	$127,683.15
12	$57,838.98
13	August
14	$44,630.68
15	$34,360.23
16	$1,290.75
17	August
18	August
19	$102,173.26
Total "B" Warrants	$1,047,914.36

12. CONSENT CALENDAR

12.2 Authorization to Extend the Existing Contract with Waste Management of California, Inc. for Solid Waste Hauling Services for the 2015-16 School Year

BACKGROUND INFORMATION: In accordance with California Education Code Section 17596, Duration of Continuing Contracts for Services and Supplies, wherein it states "Continuing contracts for work to be done, services to be performed…may be made with an accepted vendor…for work or services, not to exceed five years" a district Board of Education is allowed to extend a contract beyond the original contract ending date.

CURRENT CONSIDERATIONS: Waste Management of California, Inc. has been providing the district with solid waste hauling services for the past year. The services provided by this company are satisfactory and pricing is reasonable. Therefore it is recommended that the district extend the original 2013-14 contract awarded to Waste Management of California, Inc. by amendment and retain services for an additional school year.

FINANCIAL CONSIDERATIONS: The existing rate schedule will remain in effect for the duration of the 2015-16 contract year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the extension of the existing contract with Waste Management of California, Inc. for solid waste hauling services for the 2015-16 school year as presented.

AMENDMENT TO THE

DISTRICT WIDE WASTE DISPOSAL SERVICES AGREEMENT

BY AND BETWEEN

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

WASTE MANAGEMENT OF CALIFORNIA, INC.

This Amendment ("Amendment") is entered into on August —2015, by and between the Sierra Sands Unified School District (herein referred to as the "DISTRICT") and Waste Management of California, Inc. (herein referred to as "CONTRACTOR"). The DISTRICT and CONTRACTOR may be collectively referred to as the "Parties".

RECITALS

A. **WHEREAS**, on August 26, 2013, the Parties entered into the agreement titled the "District Wide Waste Disposal Services Agreement" (the "Agreement") in which CONTRACTOR agreed to provide specialized waste management and disposal services as defined by the Agreement (the "Services");

B. **WHEREAS**, Section I of the Agreement allows the Parties to extend the term of the Agreement for up to four (4) additional one-year increments through a written amendment;

C. **WHEREAS**, the Parties wish to exercise their joint right to extend the agreement for a one year increment up to, and including, August 31, 2016;

D. **WHEREAS**, except for the term provision in Section I of the Agreement, all other terms, conditions, and requirements set forth in the Agreement shall remain in full force and effect as originally written; and

E. **WHEREAS**, the Parties agree that the Recitals set forth hereinabove correctly set forth the nature of the Agreement as modified by this Amendment and this Amendment taken together with the Agreement represents the new and complete Agreement between the Parties for the Services.

NOW, THEREFORE, the Parties agree that the terms and provisions of the Agreement are hereby amended as set forth herein below:

1. Section I of the Agreement shall be revised to reflect the Parties agreement to extend the term of the Agreement for the first one year increment as authorized under Section I. As set forth in Section I, the Parties shall have the further option to extend the Agreement after the expiration of this amendment term for three (3) additional one-year increments. Section I is hereby revised as follows:

> I. TERM: The term of this AGREEMENT shall end August 31, 2016. This AGREEMENT may be extended (by mutual consent expressed in writing) for up to three (3) additional one-year increments. If the DISTRICT and CONTRACTOR agree in writing to extend this AGREEMENT, the Parties shall enter a written amendment extending the term and adjusting any term as deemed necessary. All indemnification provisions contained in the Contract shall survive beyond the expiration of the Contract. Nothing within this AGREEMENT shall be construed as requiring or obligating the DISTRICT to extend this AGREEMENT beyond the initial term.

2. All other terms, conditions, and requirements set forth in the Agreement shall remain in full force during the extended term as set forth above. Specifically, the payment and compensation structure established by the Agreement shall remain in effect throughout the new term as set forth in Exhibit B of the Agreement and CONSULTANT shall not be entitled to any rate increase, rate adjustment, or additional payment or fee throughout the new term.

3. CONSULTANT shall provide updated Payment and Performance Bonds (the "Bonds"), in the form attached to the Agreement, or confirm in writing that the previously provided Bonds are still valid and will remain in full force and effect through this Amendment.

4. The Parties and each of their signatories hereto warrant that each has the power and authority to execute this Amendment.

5. This Amendment may be amended or modified only by an agreement in writing signed by both the DISTRICT and CONSULTANT.

WASTE MANAGEMENT OF CALIFORNIA, INC.

Signature: _____

Title: Vice President

Date: 8/12/2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Signature: _____

Title: _____

Date: _____

Sierra Sands Unified School District
Attachment: Proposed rate and service level

Code	Accnt Number	School Name & Address	Type	Size (YD)	Qty	Freq	Days	Rate/Yard	Proposed Rate	Comment / Notes for screen 4
508		Burroughs 500 E French Ave West Parking Lot	MSW	3	3	5	M-F		$1,126.40	West Parking lot
508		Burroughs 500 E French Ave Football Field	MSW	3	1	1	F		$75.09	Football Field - temporary
508		Burroughs 500 E French Ave West Parking Lot	RCY	3	3	1	W		$96.22	
508		Bus Garage 921 Inyokern Rd.	MSW	3	1	2	T, Th		$150.19	
508		Bus Yard 921 Inyokern Rd.	MSW	3	1	2	T, Th		$150.19	
508		Sierra Sands District Office 113 Felspar	MSW	3	1	1	W		$75.09	South East offices
508		Sierra Sands District Office 113 Felspar	RCY	3	1	1	W		$32.07	South East offices
508		Faller Elementary School 1500 Upjohn	MSW	3	1	5	M-F		$375.47	Guam St by parking lot
508		Faller Elementary School 1500 Upjohn	RCY	3	1	1	W		$32.07	Guam St by parking lot
508		Gateway Elementary School 501 Gateway	MSW	3	1	5	M-F		$375.47	North end in enclosed area w/ roll up door
508		Gateway Elementary School 501 Gateway	RCY	3	1	1	W		$32.07	North end in enclosed area w/ roll up door

508		Inyokern Elementary School 6601 Locust	MSW	3	1	3	T, Th, F		$225.28	
508		Inyokern Elementary School 6601 Locust	RCY	3	1	1	W		$32.07	
508		Las Flores Elementary School 720 W. Las Flores	MSW	3	1	5	M-F		$375.47	West side of campus by cafetaria
508		Las Flores Elementary School 720 W. Las Flores	RCY	3	1	1	W		$32.07	West side of campus by cafetaria
508		Mesquite Continuation High School 140 Drummond	MSW	3	1	2	T, Th		$150.19	Far west side of campus by parking lot
508		Mesquite Continuation High School 140 Drummond	RCY	3	1	1	W		$32.07	Far west side of campus by parking lot
508		Monroe Middle School 340 Church	MSW	3	1	5	M-F		$375.47	
508		Monroe Middle School 340 Church	RCY	3	1	1	W		$32.07	
508		Murray Middle School (Library) 921 Inyokern	RCY	3	1	1	W		$32.07	Behind library
508		Murray Middle School (Basketball Courts) 921 Inyokern	RCY	3	1	1	W		$32.07	
508		Murray Middle School (Cafe) 921 Inyokern	MSW	3	1	5	M-F		$375.47	by cafetaria
508		Murray Middle School (Cafe) 921 Inyokern	RCY	3	1	1	W		$32.07	by cafetaria

508		Pierce Elementary 674 Gold Canyon	MSW	3	1	5	M-F		$375.47	in front of cafetaria
508		Pierce Elementary 674 Gold Canyon	RCY	3	1	1	W		$32.07	in front of cafetaria
508		Richmond Elementary School 1206 Kearsarge	MSW	3	3	2	T, F		$450.56	by cafetaria
508		Richmond Elementary School 1206 Kearsarge	RCY	3	1	1	W		$32.07	by cafetaria
508		Sierra Vista Adult School 1323 Norma	MSW	3	1	1	M		$75.09	behind building
508		Sierra Vista Adult School 1323 Norma	RCY	3	1	1	W		$32.07	behind building
508		Vieweg 348 Rowe St	MSW	3	1	5	M-F		$375.47	behind cafetaria
508		Vieweg 348 Rowe St	RCY	3	1	1	W		$32.07	behind cafetaria
508		Warehouse 921 Inyokern	MSW	3	1	3	M,W,F		$225.28	by warehouse
508		Sierra Sands USD Warehouse 921 Inyokern	RCY	3	1	1	W		$32.07	by warehouse
					39					
508			MSW	30	1	OC	OC			
Proposed total monthly									**$5,908.92**	
30yd RO $311.50 per haul for 3 ton then $40.50 per ton over 3 tons										

12. CONSENT CALENDAR

12.3 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2015-16 School Year

BACKGROUND INFORMATION: In December 1994, the superintendent of the Sierra Sands Unified School District began discussions with the school board regarding a program between the district and the City of Ridgecrest Police Department to assign a full-time officer to serve in the three Ridgecrest area secondary schools. In March 1995, a proposal was brought before both the Ridgecrest City Council and the Sierra Sands Board of Education to establish a cooperative for a trial period of 18 months by which a police officer would be almost exclusively assigned to the secondary schools located in Ridgecrest. The total expenses related to this assignment were to be equally shared by both agencies. The proposal was approved. The agreement has been renewed and extended on several occasions.

CURRENT CONSIDERATIONS: The School Resource Officer (SRO) has become an important part of the commitment of the Sierra Sands Unified School District and the City of Ridgecrest to keep campuses safe for district students. The SRO works closely with the administration at the three Ridgecrest area secondary schools in providing law enforcement, student counseling, and law-related education. Continuation of this agreement will ensure that the collaboration between the Ridgecrest Police Department and the district and the positive interaction between the students of Sierra Sands Unified School District and law enforcement will be maintained. This partnership enables the district to meet state and federal mandates for community partnerships in maintaining safe and drug-free communities.

FINANCIAL IMPLICATIONS: The district agrees to pay one-half of the actual cost incurred by the city in employing the officer, which this year will be approximately $70,000 to be funded with the district's general safety funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve extension of the agreement with the City of Ridgecrest to provide onsite police services for the 2015-16 school year as presented.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter referred to as "CITY," and the Sierra Sands Unified School District, a public entity, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 38000(a) of the California Education Code, and DISTRICT wishes to acquire the services of a sworn peace officer, and

WHEREAS, CITY, through the Ridgecrest Police Department, hereinafter referred to as "RPD," is willing to provide the service of one sworn peace officer.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of one sworn peace officer to serve the DISTRICT at secondary schools within the Ridgecrest city limits, specifically Monroe Middle School, Mesquite High School, and Burroughs High School.

2. CITY shall supervise the officer through the command structure of the RPD.

3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officer and to interface with such officer in accordance with a joint operating protocol developed between RPD and DISTRICT.

4. At all times during the term of this AGREEMENT, the officer shall be an employee of the CITY, under supervision and control of CITY, and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officer.

5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officer. For purpose of this AGREEMENT, actual cost shall be defined as officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, and overtime.

6. DISTRICT shall, at its expense, provide CITY with a vehicle suitable for performing the duties of the officer equal to that provided to other RPD officers. In the event that this AGREEMENT is terminated, CITY shall reimburse DISTRICT on a pro rata basis, based on a five-year vehicle life expectancy.

7. THIS AGREEMENT shall be effective September 1, 2015, and remain in full force and effect for a 12-month period ending August 31, 2016. Either party may terminate this AGREEMENT prior to August 31, 2016, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

City Manager
City of Ridgecrest
100 E. California Avenue, Ridgecrest, CA 93555

Notice to DISTRICT shall be in writing, and mailed or delivered to:

Superintendent
Sierra Sands Unified School District
113 Felspar Ave.
Ridgecrest, CA 93555

8. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.

9. In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

10. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST

Peggy Breeden, Mayor

Dennis Speer, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Bill Farris, Board President

Ernest M. Bell, Jr., Superintendent

12. CONSENT CALENDAR

12.4 Approval of University Intern Agreement with Brandman University

BACKGROUND INFORMATION: The purpose of the Intern Program is to place interns in full-time teaching positions with a district while the interns take necessary courses offered by a university to receive their California Preliminary Credential.

CURRENT CONSIDERATIONS: The California Commission on Teaching Credentialing (CTC) has newly adopted intern support and supervision requirements. One of the requirements states:

> *Pursuant to state statute, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. Every approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and the employer.*

With this consideration in mind, the district will need to have an MOU with each of the listed universities with their Intern Program. Each MOU is attached for your review.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the university intern agreement with Brandman University, as presented.

BRANDMAN University Chapman University System

INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

SIERRA SANDS UNIFIED SCHOOL DISTRICT

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Antelope Valley Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. **The UNIVERSITY agrees and verifies that:**

i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs

ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.

iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. **The DISTRICT agrees and verifies that:**

i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).

ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.

iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. **General Support and Supervision Provided to All Interns**

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic

standards, frameworks, and accountability systems that drive the curriculum of public schools.

ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
(1) valid corresponding Clear or Life credential,
(2) three years successful teaching experience, and
(3) the English Learner (EL) Authorization (if responsible for providing specified EL support).
If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.

v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.

vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.

vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.

viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. **Support and Supervision Specific to Teaching English Learners**

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).

iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.

iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date

of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.

B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:	UNIVERSITY CONTACT INFORMATION:
Sierra Sands Unified School District 113 Felspar Street Ridgecrest, CA 93555-3589 Attn: Ernie Bell, Superintendent Tel: (760) 499-1600	Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Tel: (949) 341-9811

F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Island Union Elementary School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 7/1/2015, and continuing until 6/30/2017 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT REPRESENTATIVES:

Signature: _____

Name: _____

Title: Superintendent

Date: _____

Signature: _____

Name: _____

Title: Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Phillip L. Doolittle

Title: Executive Vice Chancellor of Finance and Administration and Chief Financial Officer

Date: _____

Signature:

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

(1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.

(2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).

(3) **Pre-Service Requirement.**

(a) Each Multiple and Single Subject Internship program must includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.

(b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.

(4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:

(a) Provisions for an annual evaluation of the intern.

(b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.

(c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

(d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

(5) Supervision of Interns.

(a) In all internship programs, the participating institutions shall provide supervision of all interns.

(b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

(6) Assignment and Authorization. To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

(7) Participating Districts. Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

(8) Early Program Completion Option. Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

(a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:

- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
- Techniques to address learning differences, including working with students with special needs
- Techniques to address working with English learners to provide access to the curriculum
- Reading instruction in accordance with state standards
- Assessment of student progress based on the state content and performance standards
- Classroom management techniques
- Methods of teaching the subject fields

(b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.

(c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

(d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

(9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).

(10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.

(11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.

(12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B
Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*

12. CONSENT CALENDAR

12.5 Contract with Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students

BACKGROUND INFORMATION: The Sierra Sands SELPA provides all required services to special education students within its boundaries, except Mobility and Visually Impaired services for students with vision disabilities. Qualified professionals are not available within the Sierra Sands SELPA so services are provided by the Kern County Superintendent of Schools office.

CURRENT CONSIDERATIONS: In order to continue to provide the services for the 2015-16 school year, the current contract must be approved.

FINANCIAL CONSIDERATIONS: The estimated cost of the services for the 2015-16 school year is $35,000. The funding will be taken out of the SELPA budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the contract and expenses as written.

CUSTOMER NO. 44 **KCSOS Agt # 16 - 0518**

OFFICE OF CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

SPECIAL EDUCATON SERVICES
(VISION AND MOBILITY AND ORIENTATION)

This Service Provider Agreement (Agreement) is between **THE KERN COUNTY SUPERINTENDENT OF SCHOOLS**, a California public education agency (Contractor) and the **SIERRA SANDS UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of California, as administrative agent for the Sierra Sands Special Education Local Plan Area (District).

RECITALS

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

A. District is in need of special education services consisting of vision and mobility and orientation services in order to provide services to its pupils with disabilities under applicable law. District does not employ qualified specialists in this area.

B. Contractor employs qualified Vision and Mobility and Orientation Specialists and is willing to provide their services to District on the terms contained in this Agreement.

C. This Agreement is intended to be the written agreement between the parties regarding to the services 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 the Agreement.

2 Term. The initial term of this Agreement shall be from 7/1/15 through 6/30/16. The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year up to a maximum of three years total; provided, however that any party may terminate the Agreement after the initial one-year term upon thirty days written notice.

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

DISTRICT
SIERRA SANDS UNIFIED SCHOOL

By_____
Name:
Address: 113 W. Felspar Ave.
Ridgecrest, CA 93555

Date: _____

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By Debbie Riedmiller
Name: Debbie Riedmiller
Address: 1300 17th Street, Bakersfield, CA 93301
Acct. Code: 02-400-6500-0-8677.00-5001-0000-00-0000-000

Date: 7/31/15

ADDITIONAL PROVISIONS OF THIS AGREEMENT

4. Price. Contractor shall furnish the services called for under this Agreement in exchange for payment in the amount set forth in Attachment A. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than quarterly. The invoices shall provide detail concerning the date(s) of service, the nature of the service, and any mileage for travel to and from the site(s) where the services will be performed. Payment is due 30 days following the date of invoice.

5. Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's 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) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns or invitees on the other party's premises.

In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's 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.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (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 a court of competent jurisdiction to be caused solely by the sole active negligence or by the willful misconduct of the other party, its officers, employees, trustees or agents.

6. Insurance Requirements. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance 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 insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence, $2,000,000 aggregate; (2) commercial automobile liability insurance for any auto with combined single limits of liability of not less than $1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in a party's coverage, that party shall immediately file with the other party 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 a party's liabilities or obligations under the indemnification provisions of this Agreement.

It is understood that each of the parties is self-insured as permitted by California law.

7. Status of Parties. The parties agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other. 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 means and methods for carrying out the work to achieve the result required by District. Contractor shall determine the hours during which the service shall be performed and the sequence of tasks. Nothing in this Agreement shall prohibit Contractor from taking on other jobs or performing services for other entities, so long as Contractor can perform the work necessary to carry out this Agreement.

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

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

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. As provided in section 2, after the initial one-year term.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules referred 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 or parties. 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 persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator 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. 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 services 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 set forth below, or at the most recent address specified by the addressee through written notice under this provision.

H. 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 take all action necessary to authorize the execution, delivery and performance of the Agreement.

I. 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.

J. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of a party 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.

K. 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.

L. 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.

M. Confidentiality. Contractor shall at all times protect the confidentiality of all matters for which Contractor provides service or to which Contractor has access under this Agreement, including, but not limited to, any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena or other valid legal process.

N. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code section 45122.1. Contractor shall contract with the Department of Justice for Asubsequent arrest service@ and shall immediately inform District, and remove from District=s or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been convicted of a felony defined in Education Code section 45122.1. Contractor's employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence.

ATTACHMENT A
SCOPE OF SERVICES AND PAYMENT
(Special Education Services – Vision and Mobility and Orientation)

1. Scope of Services.

Contractor shall make available the services of a qualified Vision Specialist and a qualified Mobility and Orientation Specialist during the term of this Agreement as required by District to serve to its students and students of school districts it serves. These services are of a highly specialized nature, and the necessary knowledge, experience and ability are currently not available through District's own employees. The services provided shall include, but are not limited to, the following:

- Providing vision/mobility and orientation services (as applicable), to students designated by District, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services;

- Participation in IEP meetings for the students served, drafting appropriate goals and objectives relating to vision/mobility and orientation services, as applicable, and implementation and monitoring of goals and objectives;

- Preparation of all customary documentation and reports required by District; and

- Collaboration with teachers, administrators, and other persons providing services to the students served.

Contractor understands the importance and legal necessity for (1) the provision of services in accordance with any schedule or frequency contained in the provisions of the IEP, and (2) the presence of the vision and mobility and orientation specialists at IEP meetings for students for whom Contractor has provided services.

Contractor warrants that any personnel whose services it furnishes under this Agreement shall be properly licensed or credentialed in California to perform the applicable services in a school setting.

Requests from District for service will be made in writing to Contractor, with as much advance notice as possible. For fiscal year this Agreement is in effect, District shall provide Contractor with an estimate of the number of hours of vision and mobility and orientation services which it will require for the coming fiscal year.

If in the professional judgment of District's Administration, a specialist's assigned by Contractor is incompetent, negligent, has engaged in misconduct, or is unable to work on a

collaborative basis with other personnel, District may require therapist to leave District's premises, and shall inform Contractor of this action immediately. District's obligation to compensate Contractor for such specialist's services shall be limited to the services actually and properly performed by such therapist up to the time the specialist was directed to leave the premises.

While providing services at District, Contractor's specialists shall comply with all provisions of any applicable licensing or credentialing law or regulation under which he or she is qualified and with facility policies adopted by District to protect the health and welfare of students. District shall provide orientation for the specialists during which general policies and procedures as well as special requirements and procedures of District related to the rendering of the services in District's facilities will be explained.

2. Payment.

District shall pay Contractor for services rendered under this Agreement at the rate of $479.26 per day for the Vision Specialist and Mobility and Orientation Specialist. A day shall be defined as at least seven hours of service per person, including travel to and from the site from Bakersfield. (Where less than seven hours' services are provided, District shall pay based on hours of service rendered including travel at the rate of $63.90 per hour for vision and mobility and orientation services). In addition, District shall pay Contractor the sum of $140.00 for each trip to District's site to cover mileage and travel expenses

Contractor reserves the right to increase the price for the services after the expiration of the initial term of the Agreement upon 30 days written notice to District; provided that District would have the right to terminate the Agreement on 30 days' written notice as provided in section 2.

12. CONSENT CALENDAR

12.6 Authorization to Utilize Temporary Interfund Transfers throughout the 2015-16 School Year

BACKGROUND INFORMATION: Per Board Policy 3110, the board may direct that money held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations with limitations as set by education Code 42603. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account.

CURRENT CONSIDERATIONS: Many of the district's funds operate on a reimbursement basis and need cash to maintain uninterrupted operations. Due to the timing of receipt of various funds, any individual fund may experience a temporary cash shortage periodically throughout the year. In order to ensure timely payments, approval is requested for the periodic advancement of monies from one fund to another if so needed for the 2015-16 school year. Temporary transfers from one fund to another have been performed previously with no adverse effect on the district.

FINANCIAL IMPLICATIONS: There will be no net cost to the district. All such temporary transfers will be reversed prior to the close of the 2015-16 fiscal year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the utilization of temporary interfund transfers on an as needed basis for the 2015-16 school year.