SIERRA SANDS UNIFIED SCHOOL DISTRICT

Board of Education
Regular Meeting

MAY 18, 2017
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusd.org

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

A G E N D A

REVISED – May 15, 2017

CALL TO ORDER AND PLEDGE TO THE FLAG 7:00 P.M.

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

Dylan Perea, Student Member

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 May 9, 2017 and the regular and special meetings of April 20, 2017.

3. PROGRAMS AND PRESENTATIONS

   3.1 Presentation to Dylan Perea, Student Board Member for His Service for the 2016-17 Spring Semester

3.2 Present of the Sierra Sands Community Service Award to the AltaOne Federal Credit Union Member Services Team
3.3 Presentation of the Annual Sierra Sands Rose Awards in Recognition of Outstanding Parent and Community Volunteers
3.4 Presentation of Sierra Sands Service Year Pins – **REVISIONS MADE 5/15/17**
3.5 Presentation of Service Awards to District Retirees

A brief reception in the lobby will follow these presentations to greet and congratulate award recipients and retirees.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2017-18 for the Sierra Sands SELPA

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report
- Enrollment Update
- Graduations and Promotions

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

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

5.6 Communications from the public

The board will provide time during the discussion of each agenda item for members of the public to comment. At this time, members of the public may address the board on an item not on the agenda. Comments should relate to items of public interest within the board's jurisdiction. The law prohibits the board from taking action on items not on the agenda. If appropriate, your comments will be referred to staff for response. When addressing the board, please state your name and address at the podium and limit your remarks to three minutes. In accordance with the board bylaws, the board will limit the total time for public input to 30 minutes. Those wishing to address the board beyond the 30-minute time limit may do so at the end of the scheduled meeting agenda.

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Policy 3470, Debt Issuance and Management
7.2 Approval of Revisions to Board Policy 5030, Student Wellness
7.3 Approval of Revisions to Board Policy and Administrative Regulation 3513.3, Tobacco-Free Schools
7.4 Approval of Revisions to Board Policy 5131.62, Tobacco-Students

8. PERSONNEL ADMINISTRATION

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

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

8.3 Ratification of Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

8.4 Ratification of Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding the Professional Supervision Program

8.5 AB 1200 Documentation for the Ratification of Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

8.6 AB 1200 Documentation for Adjustment of Salary Compensation for Confidential Classified Employees for 2016-17

8.7 AB 1200 Documentation for Adjustment of Salary Compensation for Management Employees for 2016-17

8.8 Declaration of Need for Fully Qualified Teachers for the 2017-18 School Year

8.9 Adoption of Resolution #33 1617, Elimination of Certificated (1 FTE) Services

8.10 Adoption of Resolution #34 1617, Elimination of Classified Services

8.11 Adoption of Resolution #35 1617, Reduction of Classified Service

8.12 Authorization of Confidential Classified Position: Human Resource Technican

9. GENERAL ADMINISTRATION

9.1 Gifts to District

9.2 Approval of Revisions to the Adopted Board Meeting Calendar for the 2017-18 School Year

9.3 Approval of Increase to Board Travel Budget

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

10.2 Approval to Enter into Change Order #2 to the Agreement with Elite Landscape Construction, Inc. to Delete Decorative Rock Field at the New Murray Middle School Site

10.3 Approval of Change Order #4 to the Agreement with American Wrecking, Inc. for Unforeseen Selective Demolition at Buildings M. D, & L at Burroughs High School

10.4 Approval of Change Order #3 to the Agreement with Hi Desert Construction to Increase Scope to Complete Interior Painting at Building D at Burroughs High School

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants
12.2 Approval of a Memorandum of Understanding (MOU) between Sierra Sands Unified School District (AVID Consortium Member) and the Kern County Superintendent of Schools
12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2017-18
12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2017-18 School Year
12.5 Approval to Dispose of Obsolete Instructional Materials without Advertising

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be June 15, 2017.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING:	May 9, 2017
TIME OF MEETING:	12:00 p.m.
PLACE OF MEETING:	District Office
MEMBERS PRESENT:	Castillo-Covert, Farris, Johnson, Rockwell – telephonically from 650 S. Griffin St., Dallas, TX, 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. CONSTRUCTION ADMINISTRATION

   2.1 Approval to Enter into an Agreement for Services with ATen Construction, Inc. to Provide Miscellaneous Construction Tasks Contributing to the Construction of the Burroughs High School Modernization Project

   Motion was made to enter into an agreement for services with ATen Construction, Inc. as presented. SCOTT/CASTILLO-COVERT

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

3. ADJOURNMENT was at 12:05 p.m.

THE BOARD OF EDUCATION

Amy Castillo-Covert, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: April 20, 2017

TIME OF MEETING: 6:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

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

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 2.2 being heard before Item 2.1.

2. CLOSED SESSION

2.1 CONFERENCE WITH LEGAL COUNSEL – pursuant to Government Code section 54956.9(d)(1) to discuss: Burroughs High School
a) Pending Litigation: ProWest Constructors v. Sierra Sands Unified School District Kern County Superior Court, Case No. BCV-16-102812
b) Pending Litigation (Claim) T&M Painting v. Sierra Sands Unified School District
c) Government Code Claim

No board action was taken on Item 2.1.

2.2 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Government Code section 54956.9(d)(1)
Name of case: BCV-16-101054/101080

No board action was taken on Item 2.2.

2.3 Public Employee Discipline/Dismissal/Release

The board approved a settlement agreement for certificated employee #1684 and classified employee #2316.

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

2.4 The board will meet in closed session with the superintendent to discuss negotiations with all three bargaining units.

No board action was taken on Item 2.4.

3. ADJOURNMENT

THE BOARD OF EDUCATION

_____	_____
Amy Castillo-Covert, Vice President/Clerk	Ernest M. Bell, Jr., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: April 20, 2017

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

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

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

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Dylan Perea.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Items 12.4 and 12.5 being heard after Item 5.6 and Item 9.7 being heard after Item 8.6. The Inyo-Kern Schools Financing Authority agenda will be heard following Item 12.7.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of March 7, March 9, and April 3, 2017 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

- Mrs. Elaine Littleton, SELPA Director for Sierra Sands Unified School District introduced Sierra Sands Special Education Program Manager, Mr. Mike Kennedy. Mr. Kennedy updated the board on his three areas of responsibility during the 2016-17 school year which include the SELPA office, Gateway Elementary School which has seen an increase in SDC classes, and Richmond Elementary School which houses the district's special education classrooms and self-contained special day classes.

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2017-18 from the Board of Education to the Desert Area Teachers Association

Public hearing for this item opened at 7:16 p.m. and closed at 7:17 p.m. hearing no comments.

4.2 Public Hearing Related to the District Committee's Recommendation Regarding the Closure of Rand Elementary School

Public hearing for this item opened at 7:18 p.m. and closed at 7:19 p.m. hearing no comments.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

James Monroe Middle School: Several Monroe staff members had the opportunity to attend a Positive Behavior Intervention Support (PBIS) training. School counselors, Mrs. Douglas and Mr. Wythe, hosted a parent meeting for parents of current 6th grade students. Burroughs High School counselors visited the 8th grade students to discuss course and elective choices available at BHS. The Monroe Robotics Club is learning how to program their robots with the help of NAWS engineers. Monroe held their third Awards Assembly of the year honoring students for perfect attendance, academic achievement, and outstanding citizenship.

Murray Middle School: The ASB has been busy providing fun spirit days for Murray students. Four staff members attended a Positive Behavior Intervention Systems (PBIS) training and Murray has embraced this exciting process to recognize the greatness in all students. The band participated in a workshop and trip to Knott's Berry Farm and the orchestra is preparing for their workshop at Disneyland. Several parents attended the Principal's Coffee where the topics of discussion were SBAC testing, PBIS, and the move to the new Murray campus.

Burroughs High School: The Junior class is currently taking their CAASPP tests and spent weeks preparing to do their best. Burroughs has been flooded with campaign posters and fliers as the ASB election of representatives will be held next week. The prom will also be held next week with the theme of Grecian Gardens. Construction is progressing smoothly on campus.

Mesquite High School: Mesquite 11th grade students are currently taking the SBAC tests. There have been four additional graduates for a total of twenty so far this year. The ASB has sponsored several spirit days which were enjoyed by all. The non-perishable food collection for St. Michael's Episcopal Church has been completed with approximately 200 canned and packed food items collected.

5.2 Reports from Members of the Board

Board member Kurt Rockwell remarked to the board about his recent opportunity to take a tour of the new Murray Middle School campus. Several people had asked him about the modular buildings. During the tour, Mr. Rockwell observed that these buildings are made from high quality material and once inside the pre-constructed buildings you will see no difference between them and a stick-built structure.

Board President Tim Johnson commented on the substance awareness presentation that the district sponsored at the PPAC. He thanked officers from the CHP, RPD, Captain Dale, and local counselors who participated and Superintendent Bell who coordinated the event.

5.3 Superintendent's Report

Superintendent Bell reported district enrollment is up by 100 students over this time last year. He announced the Open Enrollment request period of May 1-15, 2017 and encouraged attendance at the school site open houses listed in the board packet and on the district website. The Murray Middle School open house will begin at 5:30 p.m. on May 11, 2017 and will include a presentation on the history of the current school site. Mr. Bell reiterated his appreciation to the panel members who were present at the substance awareness event sponsored by Sierra Sands.

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

Vanessa Vaughn, Vice-President of the Desert Area Teachers Association, announced that the CTA Statewide Day of Action will take place on May 1, 2017.

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

Misty Jo Anderson spoke on behalf of the California School Employees Association regarding how classified wages in San Bernardino and Los Angeles counties compare to those at Sierra Sands.

5.6 Communications from the public

No comments were heard.

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

7.1 Presentation of Board Policy 3470, Debt Issuance and Management

This was the first reading of BP 3470 and required no board action.

8. PERSONNEL ADMINISTRATION

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

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

Motion passed to approve items 8.1-8.2 as presented. CASTILLO-COVERT/FARRIS

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

8.3 Adoption of Resolution #24 1617, Teacher Appreciation Week

Motion passed to adopt Resolution #24 1617, Teacher Appreciation Week as presented. ROCKWELL/CASTILLO-COVERT

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

8.4 Adoption of Resolution #25 1617, Classified School Employee Week

Motion passed to adopt Resolution #25 1617, Classified School Employee Week as presented. CASTILLO-COVERT/ROCKWELL

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

8.5 Ratification of Memorandum of Understanding between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

Motion passed to ratify the MOU between DATA and the Board of Education as presented. SCOTT/CASTILLO-COVERT

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

8.6 AB 1200 Documentation for the Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

Motion passed to approve the AB 1200 documentation for the MOU between DATA and the Board of Education as presented. CASTILLO-COVERT/SCOTT

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

8.7 Adoption of Resolutions #27 1617 and #28 1617 Elimination of Services to Rand Elementary School

Motion passed to adopt Resolutions #27 1617 and #28 1617 Elimination of Services to Rand Elementary School as presented. CASTILLO-COVERT/SCOTT

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

8.8 Adoption of Resolution #26 1617, Reduction of Classified Service

Motion passed to adopt Resolution #26 1617, Reduction of Classified Service as presented. CASTILLO-COVERT/ROCKWELL

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

8.9 Ratification of MOU with DATA for Adaptive Physical Education Credential

Motion passed to ratify the MOU with DATA as presented. SCOTT/CASTILLO-COVERT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: Tiana Cope with the Girls Scouts Gold Project donated smash ball equipment with an estimated cash value of $2,000 to the P.E. Department at James Monroe Middle School, Melody Chan donated an iPad 2 with an estimated cash value of $300 to be used for learning purposes in her TK/K classroom at Faller Elementary School, Robert Tranter donated a trombone with an estimated cash value of $200 to be used by the James Monroe Middle School Band, Travis Hollingsworth donated a 2003 VW Jetta with an estimated cash value of $1,500 and Paul Hastings donated a 1986 Nissan truck with an estimated cash value of $1,000 to the Burroughs High School Auto Shop. CASTILLO-COVERT/ROCKWELL

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

9.2 Adoption of the Board Meeting Calendar for the 2017-18 School Year

Motion passed to adopt the board meeting calendar for the 2017-18 school year as presented. CASTILLO-COVERT/ROCKWELL

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

9.3 Authorization for Board Member Travel

Motion passed to authorize Tim Johnson to travel to the CSBA Delegate Assembly Meeting in Sacramento on May 20-21, 2017 as presented. SCOTT/ROCKWELL

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

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

This report is for informational purposes only. No action was taken.

9.5 Approval of Memorandum of Understanding with Desert Area Teachers Association (DATA) Regarding New Regular Start and End Times for Burroughs High School, Murray Middle School, and James Monroe Middle School

Motion was made to approve the MOU with DATA regarding new regular start and end time for BHS, Murray Middle School, and James Monroe Middle School as presented. CASTILLO-COVERT/ROCKWELL

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

9.6 Approval of Revisions to the 2017-2018 Academic Calendar

Motion passed to approve revisions to the 2017-18 Academic Calendar as presented. SCOTT/ROCKWELL

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

9.7 Adoption of Resolution #32 1617 Elimination of Services – Closure of Rand Elementary School

Motion passed to adopt Resolution #32 1617 Elimination of Services – Closure of Rand Elementary School as presented. CASTILLO-COVERT/SCOTT

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

9.8 Discussion of Restoration of Board Travel Budget for 2017-18 to Pre-Recession Level

This item was presented for discussion only. No action was taken.

9.9 Adoption of Resolution #29 1617 Application for Eligibility to Participate in the State and Federal Surplus Program

Motion passed to adopt Resolution #29 1617 Application for Eligibility to Participate in the State and Federal Surplus Program as presented. CASTILLO-COVERT/ROCKWELL

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

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.

Burroughs High School: Construction on the concession stand has begun with completion expected in July. Building L is expected to be complete in May which will allow the vacating of Building C so demolition can begin. Building D is expected to be complete in June. The multipurpose building new serving line and restroom modifications are in progress with completion expected in June. The auto shop relocation to Building G still requires DSA approval which is expected next week. The stadium lighting infrastructure is near completion and preparation to install light standards has begun. Phase 2 bids have been received and construction will commence over the summer break.

Murray Middle School: Work continues on buildings D3, D4, and D5 with completion of those buildings expected in May. Building A1 is in the process of fit out and Building A2 is completing infrastructure work. Classroom buildings D1 and D2 are in place and being assembled. The concrete slab for classroom Building C was poured this week with modulars expected to arrive next week. Excavation for the gym has begun. The foundation is scheduled for completion in May. Installation of walkway covers has begun and will be ongoing throughout the summer break. The move has been scheduled and will occur incrementally over the summer break.

The Burroughs PPAC building boiler relocation is on hold. The Mesquite mechanical replacement project is currently scheduled for completion this summer.

Mr. Hubbard gave an overview on the large amount of construction items on this month's agenda.

10.2 Authorization to Participate in the National Purchasing Partners (NPP) Cooperative with NSP3 for Shade Structures, Walkway Covers, and Installation Service at New Administration Building at Burroughs High School

10.3 Approval to Enter into Change Order #2 to Increase Scope to Existing Hi Desert Construction Contract to Complete Work at Burroughs High School for Construction Yard Fencing

10.4 Authorization to Participate in the California Multiple Award Schedule (CMAS) – with KYA Services, LLC for Carpet for the New Administration Building for the Burroughs High School Modernization Project

10.5 Approval to Award a Piggyback Contract for Vinyl Flooring to KYA Services, LLC for the New Administration Building for the Burroughs High School Modernization Project

10.6 Approval to Enter into Change Order #1 to Increase Scope to the Existing Best Contracting Services, Inc. Contract for Waterproofing at the Burroughs High School Concessions Building

10.7 Approval to Enter into Amendment #1 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Burroughs High School Modernization Project

10.8 Approval to Enter into Amendment #2 to the Agreement with JMI Consultants for Inspector of Record Services to Extend the Term of the Contract for the Murray Middle School Project

10.9 Approval to Enter into Change Order #1 to Increase Scope to Letner Roofing Co. Contract to Complete Work at the Burroughs High School for the Expansion Joints at Buildings H&I

10.10 Approval to Enter into Amendment #11 to the Agreement with IBI Group for the Design of a Sewer Meter Station for the New Murray Middle School

10.11 Approval of a Proposal for the Complete Relocation of the Murray Middle School Contents and Instructional Equipment from the Old Murray Site to the New Murray Middle School Property

10.12 Authorization to Enter into Change Order #1 to the Agreement with Bravo Concrete Construction Services, Inc. to Provide and Install a Sidewalk Extension at the Student Drop-Off Loop Road at the New Murray Middle School Site

10.13 Approval to Enter into Change Order #9 to the Agreement with Angeles Contractors, Inc. for Additional New Windows, Rebar Depth Revisions, D & L Window Infills, and Locker Storage at Burroughs High School

10.14 Authorization to Enter into Change Order #5 to the Agreement with Hi Desert Construction, Inc. for Increase in Scope to Fireproof the Corridors at Buildings L and D at Burroughs High School

10.15 Authorization to Enter into Change Order #1 with Elite Landscape Construction, Inc. to Provide and Install Additional Materials and Installation at the New Murray Middle School Site

10.16 Approval to Enter into Change Order #3 to the Agreement with Innovative Construction Solutions to Modify the Grading at the Drop-off Loops at the New Murray Middle School

10.17 Approval to Enter into Amendment #2 to the Agreement with JMI for Inspector of Record Services for the New Murray Middle School to Extend the Term of Inspection at the Modular Manufacturing Facility

Motion passed to approve Items 10.2 through 10.17 as presented.
FARRIS/CASTILLO-COVERT

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

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract for Wireless and Internal Networking Equipment Supported by E-Rate

Mrs. Giraldo stated the word "contract" should be replaced with "proposal".
Motion was passed to approve the proposal supported by E-Rate as presented.
CASTILLO-COVERT/SCOTT

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

11.2 Approval of Resolution #30 1617, Authorizing the District to Seek Funding for Purchase of Replacement School Bus

Motion was passed to adopt Resolution #30 1617 authorizing the district to seek funding for the purchase of a replacement school bus as presented. CASTILLO-COVERT/SCOTT

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

11.3 Approval of Resolution #31 1617 for the District to Participate in the California School Cash Reserve Program Enabling District to Issue Tax & Revenue Anticipation Notes (TRANs)

Motion passed to adopt Resolution #31 1617 for the district to participate in the California School Cash Reserve Program as presented. FARRIS/SCOTT

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

11.4 Approval to Participate in the State of California Cooperative Purchasing Agreement for Lease of Copy Machines for Schools and Various Other District Sites with American Business Machines

Motion passed to approve participating in the California Cooperative Purchasing Agreement as presented. CASTILLO-COVERT/ROCKWELL

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

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants
12.2 Approval of the 2017-18 AVID (Advancement Via Individual Determination) Implementation Contract
12.3 Approval of Perkins Career Technical Education Application for Funding for the 2017-18 School Year
12.4 Approval for Student Out-of-State Travel – Burroughs High School Boys and Girls Cross Country Teams
12.5 Approval for Student Out-of-State Travel – Burroughs High School Band, Choir, and Orchestra
12.6 Approval of Recommendation for Expulsion, Expulsion Case #07 1617
12.7 Approval of Recommendation for Expulsion, Expulsion Case #08 1617

Motion passed to adopt the consent calendar as presented with Items 12.4 and 12.5 being considered separately and heard following Item 5.6. SCOTT/CASTILLO-COVERT

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

President Johnson temporarily adjourned the Sierra Sands Unified School District board meeting at 9:08 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education meeting was reopened at 9:09 p.m.

13. FUTURE AGENDA

Board President Tim Johnson would like to bring the board travel budget increase back as an action item at the regular board meeting on May 18, 2017

14. ADJOURNMENT was at 9:10 p.m.

THE BOARD OF EDUCATION

_____ _____

Amy Castillo-Covert, Vice President/Clerk Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

3. PROGRAMS AND PRESENTATIONS

3.1 Presentation to Dylan Perea, Student Board Member for His Service for 2016-17

President Johnson will present a certificate of appreciation to Student Board Member, Dylan Perea of Mesquite High School for his service during the 2016-17 school year spring semester.

3. PROGRAMS AND PRESENTATIONS

3.2 Presentation of the Sierra Sands Community Service Award to the AltaOne Federal Credit Union Member Services Team

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

CURRENT CONSIDERATIONS: Every year the district acknowledges the important role played by members of the community. Our district is very fortunate to have so much wonderful community support that it was especially difficult to choose an individual or individuals who most personify advocacy for the district and support of the community. While there were many worthy candidates, we would like to recognize the AltaOne Federal Credit Union Member Services Team for organizing employee opportunities to generously support the students of Sierra Sands. AltaOne employees have given thousands of dollars of supplies and gifts to the schools and students of the Indian Wells Valley through the holiday Giving Tree program, You've Got Us campaign, and various other volunteer and donation opportunities. AltaOne Federal Credit Union continuously demonstrates they care about the children of our community and are devoted to their well-being; and to the success of the district and community as well.

SUPERINTENDENT'S RECOMMENDATION: It is the pleasure of the Board of Education to recognize Ms. Beverly Wagner, Vice President of Member Services, Ms. Janelle Hockenbrocht, Ridgecrest Member Services Manager and the Member Services team for their ongoing support of the students in the Sierra Sands Unified School District.

3. PROGRAMS AND PRESENTATIONS

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

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

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

Faller Elementary School: Faller Elementary School is honored to recognize Danielle Fillingham as our Rose Award recipient. Danielle has been volunteering at Faller for the past two years and was recognized by the Faller staff as our Volunteer of the Year. She is willing to help anywhere at any time but her real love is working directly with students. Danielle has two students of her own at Faller. In her children's classrooms she assists younger students with their AR tests, assists with learning centers, and chaperones field trips. She volunteers in the computer lab, helps with fundraisers, and the physical fitness test. She has touched the lives of students in all grades. The Faller staff and I would like to thank Danielle for her dedication and congratulate her as our Rose Award Winner.

Gateway Elementary School: Gateway Elementary School is pleased to recognize Mrs. Diane Wonnacott as our Rose Award winner. Mrs. Wonnacott is the proud mother of a third grader at Gateway. She has been an active parent volunteer for the past thirteen years. Over the years she has helped in classrooms for parties, chaperoned field trips, assisted with reading groups, monitored students taking AR tests, as well as, preparing materials for classrooms while at home. For the past two years Diane has helped her husband coordinate our Junior Olympics and she has been the PTO treasurer for the past three years. Mrs. Wonnacott provides our students with a positive role model when she is on campus. We are truly grateful for her supportive role in our success.

Inyokern Elementary School: Inyokern is pleased to introduce Sorena Jorgensen as our Rose Award recipient. Ms. Jorgensen is a volunteer who can be seen at our school almost daily. She spends much of her time working in classrooms, the library, running student groups, helping with lunchtime clubs, filing for teachers, doing art projects, and various jobs for teachers. Every Friday she can be found supervising a variety of Friday groups in the 4th grade classroom. She is an active volunteer at our Family Nights, Book Fairs, and various other school functions. Ms. Jorgensen has spent countless hours helping us over the past few years and we appreciate her willingness to come serve at Inyokern. Ms. Jorgensen is a welcome volunteer on our campus and we are fortunate to have her.

Las Flores Elementary School: Las Flores is proud to honor Kelly Walden as our Rose Award winner. Kelly began sharing herself with Las Flores before her son, who is now in 2nd grade, was even in kindergarten by helping with Santa's Secret Shop and the Las Flores carnival. As a classroom volunteer, Kelly leads reading groups. She takes them beyond "round-robin reading" and simple recall questions to literary analysis and interpretation. She keeps her groups interested and challenged. All students in her reading group have progressed exponentially and are now reading above grade level. Best of all, Kelly's students are building a lasting love of reading and a willingness to challenge themselves by reading higher-level books. She also helps with classroom parties, field trips, special projects, and any other area of need. Her latest project has been to raise money to install a "Buddy Bench" on the playground where students who need a friend to play with can find one. Kelly is one of those people who always "steps up to the plate" when needed. Her youngest daughter will enter kindergarten this year so we are grateful to keep Kelly for many more years! Her enthusiasm for students and the school, wonderful people skills, and caring attitude make her truly outstanding and we are grateful to have her as our Rose Award honoree.

Pierce Elementary School: Pierce Elementary School would like to honor Mrs. Becky Singletary as our Rose Award winner. Becky was selected unanimously by the entire Pierce staff. During the last two years, Becky has worked tirelessly to revitalize our PTO. She, along with a few of her crafty minions, and with the support of her family, has created a new, energetic PTO that does more for our students and staff than ever. Under Becky's leadership, the PTO has found ways to put more money into every single classroom for field trips and classroom activities, has found ways to support our basketball and soccer teams with new uniforms, has provided materials and manpower for any and all family activities occurring at Pierce, and has arranged more staff appreciation luncheons with home cooking than ever! We are so grateful for Becky's efforts to include more parents and do more for students and staff at Pierce.

Richmond Elementary School: Richmond Elementary School is pleased to recognize Dr. Alan Van Nevel, a physicist and the Director of Research at the Naval Air Weapons Station, as our Rose Award winner. He has supported students at Richmond in a variety of ways for nearly twenty years. For nineteen years, he has been a major organizer and staunch supporter of the Sierra Sands Unified School District Chess Tournament Program that is sponsored by Mr. Dwight Morgan. Our students have benefited enormously from participation in this challenging program. For the past seven years, Dr. Van Nevel has motivated our students to explore a variety of science concepts by presenting our annual Science Fair Assemblies as his alter ego, "Dr. Science." Along with a wide-range of science principles, our students have learned Dr. Van Nevel's basic requisite for undertaking a science fair project -- "have fun!" As a collector of traditional pinball machines and arcade games, Alan has rewarded students in our Super Star Program for the last ten years by transporting many of his machines to Richmond (a huge undertaking in itself) to allow students to play and celebrate their hard work at the end of the school year. We are extremely grateful for the tremendous dedication that Dr. Van Nevel has shown to Richmond students and students in the wider community. We are happy to recognize his many contributions with the presentation of the Rose Award as the Richmond Elementary School Volunteer of the Year.

James Monroe Middle School: It is with great honor that the James Monroe Tiger family is pleased to recognize Mr. Kevin Self as our Rose Award recipient. Kevin has spent countless hours volunteering at James Monroe. This year, Kevin served as Vice President of the James Monroe PTSO. Mr. Self can be seen setting up signs for the Monroe Fall Carnival, cleaning out the dirty PTSO closet, running the photo booth at dances, setting up lights for night time activities, blowing up helium balloons, and setting up and dispensing coffee, donuts, and water for promotion. He is dedicated to making Monroe the best place possible for our students. The staff and students at Monroe appreciate Mr. Kevin Self’s generous service.

Murray Middle School: Murray Middle School is pleased to honor Tami Hill as our Rose Award recipient. Tami is a regular volunteer at Murray. She is our Student Store Manager and our Volunteer Coordinator. These are two of the most involved tasks for PTO. Along with the PTO offices, Tami is also a Cross Country and Basketball Team mom. She keeps the rosters, makes the snack, and watches to be sure the athletes are healthy. Tami always has a smile for everyone and she has a positive, can-do attitude. She is so good at her recruiting job that she managed to bring her husband into the fold. He is now our Facebook creator and poster. He has made a beautiful page for us and keeps it updated weekly. Thanks to the persuasive efforts of our past Rose Award winner, JulieAnn Pennix, Tami and her husband Chris will be co-presidents for PTO next year.

Burroughs High School: I am pleased to recognize Ms. Lindy Page as our Rose Award recipient. Ms. Page has served as the president of the Safe Graduation Committee for the past 7 years. The Safe Graduation Committee was developed decades ago in an effort to provide a safe and supervised venue for Indian Wells Valley graduates to celebrate graduation. Their intention was to create a safe party atmosphere that was so popular that it would lure graduates away from other celebrations where there could be under aged drinking or drug use. For more than two decades this committee has been successful in their mission but only through the hard work of volunteers and the generous donations from within the community. As president, Ms. Page has had the daunting task of recruiting new volunteers each year which has been increasingly more difficult. She facilitates committee meetings each month starting in January which increase to bi-monthly as the event approaches. With help, she oversees all of the functions required to put on an event of this magnitude. An abbreviated list of these functions include working with the base to secure the facility, planning, soliciting donations to both pay for the event and as prizes, booking entertainment, security, and so forth. This will likely be Lindy's final year serving on the committee and we want to honor her with this award recognizing her selflessness and dedication to the safety of our valley's youth. Thank you Lindy for all that you have done for our students.

Mesquite High School: Mesquite would like to honor Sgt. Jacob Gamboa as our Rose Award winner. Sgt. Gamboa has gone way beyond his duties as the Army recruiter assigned to our site. He stops by regularly to interact with the students during break. He comes to math classes and tutors every other week. He has attended all of our community events and has helped serve the students our traditional holiday meals. He has even contributed items out of his own pocket. He is an excellent role model for our students – he is kind, polite, and respectful to all he meets. All of these activities I just mentioned he does as a volunteer – they are not part of his job. As a recruiter, he never gives our students the "hard sell". Instead, he listens. The students know that he is interested in them when he spends time with them. All of our faculty would like to thank Sgt. Gamboa for his time and commitment to our school. We have never had a recruiter so dedicated.

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

3. PROGRAMS AND PRESENTATIONS

3.4 Sierra Sands Service Year Pins

BACKGROUND INFORMATION: The academic mission of our district depends on the dedication of employees who choose to make their careers here. In order to show our deep appreciation to these employees it was decided to implement a service award pin ceremony to be held every year at the May school board meeting. This service award pin represents only a small sense of the gratitude we feel for their loyalty to the district through their years worked here.

CURRENT CONSIDERATIONS: The following employees will be honored for their years of service to the district:

5 Years of Service
Jessica Auld, Dulce Baca, Airean Beecroft, Katie Benadom, Courtney Broderick, Sherry-Kay Browne, Karina Bullard, Sandra Castro, Jessica Constable, Patricia Corlett, Lisa Cosner, Brianna Cote, Shannon Cunningham, Cami Dickson, Susi Fairall, Dawn Farrell, Brianne Hardwick, Vanessa Jaeger, Valerie Lane, Susanne LeBlanc, Kristy McLaughlin, Lisa Mitchell, Maria Mondragon, Jeff Naslund, Jared Parker, Sarah Phillips, Deborah Richardson, Sardar Tahmina, Jennifer Smith, Chris Sutton, Laura Swafford, Sondra Szczpiorski

10 Years of Service
Deana Anderson, Amanda Brannon, Belinda Brown-Davis, Alicia Castillo, Lori Cracraft, Rosemary Douglas, Daniel Gerbracht, Sandra Jasso, Michele Lazaro, Diane Naslund, Kristen Parkinson, Laura Rolfness, Amy Shermer, James Trigg, Sarah White, Alan Wisdom, Diana Wood

15 Years of Service
Ahsan Ahmad, Melanie Christy, Lisa Harper, Carolyn Hiatt, William Kargel, Kimberly Kennedy, Michael Kennedy, Laura Olinger, Darcy Kirkpatrick, Susan McAllister, Dolores Ortega, Nancy Saenz, Darla Thompson, Leisha Wetzel, Sheila Williams, Melissa Yoshizu

20 Years of Service
Jan Burke, Mary Campbell, Kathleen Champeny, Annie Jorgenson, Sue Marvin, Denise Moliterno, Sara Olson, Tami Piatt, Kasey Prestel, Angela Pritchard, Vanessa Vaughn Springs, Lynn Venhaus

25 Years of Service
Maureen Glennon

30 Years of Service
Karla Christiansen, Trina Cox, Kathleen Konopak, Marilyn McDowell, Chris Ostermann, Barbara Walls, Susan Willhite

35 Years of Service
Robert Campbell

50 Years of Service
Shari Rosenberg

SUPERINTENDENT'S RECOMMENDATION: Board President Tim Johnson and Superintendent Ernie Bell will recognize these honorees for their service to the district.

3. PROGRAMS AND PRESENTATIONS

3.5 Presentation of Service Awards to District Retirees

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

CURRENT CONSIDERATIONS: This year there are 13 certificated and 10 classified employees who will be recognized for their distinguished and dedicated service to the district. They are listed below along with their most recent assignment and dates of service.

Certificated Retirees

Mark Archer	Art, Burroughs High School	1998-2017
Pamela Barnes	Principal, Pierce Elementary School	1990-2017
Holly Bergevin	5th Grade, Faller Elementary School	2000-2017
Maureen Flatebo	Science, James Monroe Middle School	2004-2017
Angel Garcia	Social Science/Spanish, Burroughs High School	1990-2017
Megan Howard	Health, Burroughs High School	1990-2017
Vickie Levack	English, Burroughs High School	1985-2017
Denise Moliterno	Projects Teacher, Richmond Elementary School	1996-2017
Daniel Peterson	Music, Murray Middle School	1988-2017
Kasey Prestel	Kindergarten, Richmond Elementary School	1997-2017
Teri Switzer	Projects Teacher, Gateway/District	1984-2017
Linda Talley	Kindergarten, Las Flores Elementary School	1999-2017
Barbara Walls	English, Burroughs High School	1987-2017

Classified Retirees

Cheryl Bockhahn	Paraprofessional/Instructional Aide, Pierce Elementary School	1994-2017
Cindy Bower	Administrative Secretary II, SELPA	1996-2017
Jeffrey Brown	Food Service Office Assistant, Food Service	1995-2017
Karla Dunn	Paraprofessional/Intervention Aide, Faller Elementary School	1993-2017
Shelley Hill	Food Service Manager I, Las Flores Elementary School	1989-2017
Becky McDiarmid	Support Services Secretary, Maintenance	1989-2017
Debra Nelepovitz	Classified Personnel Technician, District Office	1997-2017
Somkid Otto	Food Service Assistant I, Gateway Elementary School	1993-2017

Amy Pangle	Food Service Assistant I, Gateway Elementary School	1993-2017
Joanne Reinke	Food Service Manager II, Vieweg	1997-2017

SUPERINTENDENT'S RECOMMENDATION: Board President Johnson, Superintendent Bell, and Assistant Superintendent of Human Resources, Mr. Ostash will introduce retirees and present service awards to each in recognition of their service to the district. A brief reception will follow these presentations in the lobby to greet and congratulate retirees and other award recipients.

4. PUBLIC HEARING

4.1 Public Hearing on the Annual Budget Plan and the Annual Service Plan for 2017-18 for the Sierra Sands SELPA

BACKGROUND INFORMATION: Assembly Bill 602 requires Special Education Local Plan Areas (SELPAs) to submit an Annual Budget Plan and an Annual Service Plan that are adopted at a public hearing of the board. As required in Education Code Section 56205, together these plans must identify expected expenditures and include a description of services, the physical location of services, and must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Plan (IEP).

CURRENT CONSIDERATIONS: According to the governance and policymaking process established within the Sierra Sands SELPA Local Plan for Special Education, an Annual Budget Plan and an Annual Service Plan must be developed each year. The completion of the process will be documented by evidence that a public hearing has been held before the adoption of the Annual Budget Plan and the Annual Service Plan. This public hearing will be held on May 18, 2017 at 7:00 p.m. at the regular meeting of the Sierra Sands Unified School District Board of Education at Ridgecrest City Council Chambers, 100 West California Avenue. After the public hearing, the budget and service plans must be adopted by the Board of Education. The plan will be summited to the Board of Education for approval on June 15, 2017.

FINANCIAL IMPLICATIONS: The special education services provided by the Sierra Sands SELPA are supported through a combination of categorical special education state and federal funding, the expenditure of which is documented in these plans.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board conduct a public hearing on the Annual Budget Plan and the Annual Service Plan for 2017-18.

Annual Budget Plan
Fiscal Year 2017–18

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California *Education Code* [*EC*] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	3,821,931
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	380,828
C	Special Education services to pupils with: (1) **severe disabilities**, and (2) **low-incidence disabilities**	SACS Goal Code 5710	65,475
		SACS Goal Code 5730	613,275
		SACS Goal Code 5750	1,436,351
D	Special education services to pupils with **non-severe disabilities**	SACS Goal Code 5770	3,896,773
E	Supplemental aids and services to meet the individual needs of pupils placed **in regular education classrooms** and environments	Any SACS Goal Code with SACS Function Code 1130[1]	58,934
F	Regionalized operations and services, and direct instructional support **by program specialists** in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2 (SELPA Program Specialists Funding)	SACS Goal Code 5050	0
		SACS Goal Code 5060	0
G	The use of **property taxes** allocated to the special education local plan area pursuant to *EC* Section 2572	Statement is included in Local Plan	

[1] Function Activity Classification can be found http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

California Department of Education
Form ASP-01a (rev Feb 2017)

Special Education Local Plan Area:

California Special Education Management Information System
Service Descriptions

Special Education Division

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
210	**Family training, counseling, and home visits (ages 0–2 only)**: This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 *Code of Federal Regulations* (*CFR*) sections 300.34 (c)(3), 300.226
220	**Medical services (for evaluation only) (ages 0–2 only)**: Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	X			34 *CFR* sections 300.34 (c)(3), 300.226
230	**Nutrition services (ages 0–2 only)**: These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.	X			34 *CFR* sections 300.34 (c)(3), 300.226
240	**Service coordination (ages 0–2 only)**	X			34 *CFR* sections 300.34 (c)(3), 300.226
250	**Special instruction (ages 0–2 only)**: Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 *CFR* sections 300.34 (c)(3), 300.226
260	**Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)**			X	34 *CFR* sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	**Respite care services (ages 0–2 only)**: Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 *CFR* sections 300.34 (c)(3), 300.226
330	**Specialized academic instruction**: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 *CFR* Section 300.39(b)(3)
340	**Intensive individual instruction**: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 California *Education Code* (*EC*) Section 56364
350	**Individual and small group instruction**: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 *California Code of Regulations* (*CCR*) Section 3051; 30 *EC* Section 56441.2
415	**Language and speech**: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 *CCR* Section 3051.1; 30 *EC* Section 56363; 34 *CFR* sections 300.34 (c)(15), 300.8 (c)(11)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	**Adapted physical education**: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 *CCR* Section 3051.5; 30 *EC* Section 56363; 34 *CFR* sections 300.108, 300.39 (b)(2)
435	**Health and nursing–specialized physical health care services**: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	X			5 *CCR* Section 3051.12; 30 *EC* sections 56363, 49423.5(d) 34 *CFR* Section 300.107;
436	**Health and nursing–other services**: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	X			5 *CCR* Section 3051.12; 30 *EC* Section 56363; 34 *CFR* Section 300.107

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	**Assistive technology services**: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 *CCR* Section 3051.16; 30 *EC* Section 56363; 34 *CFR* sections 300.6, 300.105
450	**Occupational therapy**: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 *CCR* Section 3051.6; 30 *EC* Section 56363; 34 *CFR* Section 300.34 (c)(6)

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	**Physical therapy**: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	X			5 *CCR* Section 3051.6; 30 *EC* Section 56363; 34 *CFR* Section 300.34 (c)(9); California *Business and Professions Code* (*B&PC*) Chapter 5.7 sections 2600–2696; *Government Code* (*GC*) Interagency Agreement Chapter 26.5 Section 7575(a)(2)
510	**Individual counseling**: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 *CCR* Section 3051.9; 34 *CFR* Section 300.34(c)(2)
515	**Counseling and guidance**: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.	X			34 *CFR* sections 300.24.(b)(2), 300.306; 5 *CCR* Section 3051.9

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	**Parent counseling**: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 *CCR* Section 3051.11; 34 *CFR* Section 300.34(c)(8)
525	**Social work services**: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.			X	5 *CCR* Section 3051.13; 34 *CFR* Section 300.34(c)(14)
530	**Psychological services**: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	X			5 *CCR* Section 3051.10; 34 *CFR* Section 300.34 (c)(10)
535	**Behavior intervention services**: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 *CCR* Section 3001(d); 34 *CFR* Section 300.34 (c)(10)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	**Day treatment services**: Structured education, training, and support services to address the student's mental health needs.			X	Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	**Residential treatment services**: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	**Specialized services for low incidence disabilities**: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 *CCR* sections 3051.16, 3051.18; 34 *CFR* Section 300.34
710	**Specialized deaf and hard of hearing services**: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 *CCR* sections 3051.16, 3051.18; 34 *CFR* Section 300.34
715	**Interpreter services**: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 *CCR* Section 3051.16; 34 *CFR* Section 300.34 (c)(4)
720	**Audiological services**: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 *CCR* Section 3051.2; 34 *CFR* Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	**Specialized vision services**: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X			5 *CCR* Section 3030(d); 30 *EC* Section 56364.1
730	**Orientation and mobility**: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 *CCR* Section 3051.3; 30 *EC* Section 56363; 34 *CFR* Section 300.34 (c)(7)
735	**Braille transcription**: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.			X	5 *CCR* Section 3051.16; 30 *EC* Section 56363; 34 *CFR* Section 300.8 (c)(13)
740	**Specialized orthopedic services**: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 *CCR* sections 3030(e), 3051.16; 30 *EC* Section 56363; 34 *CFR* Section 300.8 (c)(8)
745	**Reading services**			X	5 *CCR* Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	**Note taking services**: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 *CCR* Section 3051.16
755	**Transcription services**: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.			X	5 *CCR* Section 3051.16
760	**Recreation services, includes therapeutic recreation**: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.			X	5 *CCR* Section 3051.15; 34 *CFR* Section 300.34 (c)(11)
820	**College awareness**: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 *CFR* sections 300.39 (b)(5), 300.43
830	**Vocational assessment, counseling, guidance, and career assessment**: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
840	**Career awareness**: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	**Work experience education**: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
855	**Job Coaching**: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
860	**Mentoring**: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 *CCR* Section 3051.14; 34 *CFR* sections 300.39 (b)(5), 300.43
865	**Agency linkages (referral and placement)**: Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 *EC* Section 56341.5 (f); 34 *CFR* Section 300.344 (3)(b)
870	**Travel training (includes mobility training)**			X	5 *CCR* Section 3051.3; 34 *CFR* sections 300.39 (c)(7)
890	**Other transition services**: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
900**	**Other special education/related services**: Any other specialized service required for a student with a disability to receive educational benefit.	X			
* *B&PC–Business and Proessional Codes* *CCR–California Code of Regulations* *CFR–Code of Federal Regulations* *EC–Education Code* *GC–Government Code*					
** **Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.**					

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

SELPA:1513 Sierra Sands SELPA

LEA:1573742 SIERRA SANDS

Annual Service Report (001)		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	10	| 415
1530054 Mesquite Continuation High	10	| 330 | 510 | 515 | 520 | 820 | 840 | 890
1531367 Burroughs High	10	| 330 | 415 | 425 | 435 | 510 | 515 | 520 | 715 | 725 | 730 | 755 | 820 | 830 | 840 | 865 | 890 | 900
6009294 Pierce Elementary	10	| 330 | 415 | 510 | 710
6009310 Murray Middle	10	| 330 | 415 | 435 | 436 | 450 | 510 | 515 | 520 | 900
6009328 Richmond Elementary	10	| 330 | 415 | 435 | 436 | 450 | 840 | 900
6009609 Inyokern Elementary	10	| 330 | 415 | 450
6009617 Monroe (James) Middle	10	| 210 | 330 | 415 | 435 | 450 | 510 | 520 | 720 | 725 | 840 | 900
6009625 Las Flores Elementary	10	| 330 | 415 | 450
6009633 Faller Elementary	10	| 330 | 415
6110712 Gateway Elementary	10	| 330 | 340 | 415 | 436 | 450 | 725 | 900
1530054 Mesquite Continuation High	20	| 330 | 820 | 840 | 890
1531367 Burroughs High	55	| 330 | 515 | 820 | 840 | 890
6009617 Monroe (James) Middle	55	| 415

Please ensure that the following are included on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA

Other Facility (002)		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	72	| 330 | 340 | 515 | 520 | 820 | 840 | 890

Please ensure that the following are included on this form: (Ages 6-22)	
30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

Infant Services (003)		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	00	| 250
0119495 Sierra Vista Education Center	10	| 250 | 900

Please ensure that the following are included on this form: (Ages 0-2)	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	

Pre-School Services 004		
Site name and type of facility providing services to students enrolled in the LEA		**Services Provided at this Location**
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0119495 Sierra Vista Education Center	00	| 415
0119495 Sierra Vista Education Center	10	| 415
6009294 Pierce Elementary	10	| 415
6009328 Richmond Elementary	10	| 330 | 350 | 415 | 450 | 900
6009609 Inyokern Elementary	10	| 415
6009625 Las Flores Elementary	10	| 415
6009633 Faller Elementary	10	| 330 | 415
6110712 Gateway Elementary	10	| 330 | 415
611071A *** Sch Code Not Found *** Gateway Preschool	10	| 250 | 330 | 415 | 450 | 460 | 710 | 725

Please ensure that the following are included on this form: (Ages 3-5)	
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities

Annual Service Report Other Facilities

Facility 32: County Jails

Currently, there are no incarcerated students served at the county jail facility 32. Should services become necessary during the 2017-18 year, a full array of services would be available through coordination with the Kern County Superintendent of Schools.

Sierra Sands Unified School District
Eighth Month Enrollment 2016-2017

SCHOOL	2016-17 YTD%	2015-16 YDT%	K	1	2	3	4	5	6	7	8	9-12	SDC	2016-17 TOTAL	2015-16 TOTAL	CHANGE
FALLER	85.4%	95.7%	98	68	75	74	69	59						443	438	**5**
GATEWAY	95.5%	95.7%	73	83	52	58	63	64					20	413	416	**-3**
INYOKERN	94.7%	95.8%	36	37	28	37	25	30						193	189	**4**
LAS FLORES	95.9%	95.3%	87	76	102	77	78	76						496	504	**-8**
PIERCE	95.2%	95.3%	71	56	76	38	61	63						365	313	**52**
RAND	94.5%	95.7%	1		1	4								6	10	**-4**
RICHMOND ANNEX	91.9%	93.0%											96	96	84	**12**
RICHMOND	96.1%	96.3%	72	56	74	62	65	71						400	381	**19**
TOTAL K -5	95.4%	95.6%	438	376	408	350	361	363					116	2412	2335	**77**
MONROE	94.6%	94.6%							142	171	159		40	512	521	**-9**
MURRAY	95.1%	95.7%							199	196	205		39	639	618	**21**
TOTAL 6 -8	94.9%	95.2%							341	367	364		79	1151	1139	**12**
BURROUGHS	93.9%	98.6%										1309	62	1371	1338	**33**
MESQUITE	88.3	84.5%										81		81	81	**0**
TOTAL 9 - 12												1390	62	1452	1419	**33**
16-17 TOTAL	95.1%		438	376	408	350	361	363	341	367	364	1390	257	5015	---	---
15-16 TOTAL		95.3%	412	408	354	346	362	345	373	361	331	1356	245		4893	---
CHANGE		**-0.20%**	**26**	**-32**	**54**	**4**	**-1**	**18**	**-32**	**6**	**33**	**34**	**12**	---	---	**122**

	2016-17	2015-16
Elementary K - 5		
Regular -		
K	438	412
1 - 3	1134	1108
4 - 5	724	707
Special Education -		
SDC	116	108
RSP	116	96
Middle 6-8		
Regular	1072	1065
Special Education -		
SDC	79	74
RSP	89	83
High School 9 - 12		
Regular	1309	1275
Continuation	81	312
Special Education -		
SDC	62	63
RSP	104	274
Adult	335	241

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Promotions and Graduations

2017

Sierra Sands Adult School Graduation
May 26, 2017
6:00 p.m.
Parker Performing Arts Center

Murray Middle School Promotion
June 1, 2017
10:00 a.m.
Kerr-McGee Center

James Monroe Middle School Promotion
June 1, 2017
7:30 a.m.
Kerr-McGee Center

Mesquite High School Graduation
June 1, 2017
6:30 p.m.
Mesquite High School

Burroughs High School Graduation
June 2, 2017
8:00 p.m.
Burroughs High School Football Stadium

7. POLICY DEVELOPMENT AND REVIEW

7.1 Adoption of Board Policy 3470, Debt Issuance and Management

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

CURRENT CONSIDERATIONS: On September 12, 2016, Governor Jerry Brown signed Senate Bill (SB) 1029, which requires all California public agencies to report annually on any debt sold on or after January 21, 2017. In addition to the annual reporting requirement, SB 1029 requires all public agencies to implement a debt policy covering certain minimum statutory requirements. Effective January 2017 a debt policy must be implemented prior to the time a local agency sells debt. A local agency must also certify that it has a debt policy in place when it reports the proposed sale to the California Debt and Investment Advisory Commission (no later than 30 days prior to proposed sale). BP 3470 was presented to the board for a first reading at the April 20, 2017 regular board meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends the board adopt Board Policy 3470, Debt Issuance and Management as presented.

DEBT ISSUANCE AND MANAGEMENT

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

(cf. 3000 - Concepts and Roles)
(cf. 3460 - Financial Reports and Accountability)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 9270 - Conflict of Interest)

Goals
The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

DEBT ISSUANCE AND MANAGEMENT

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt

5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued

8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future

9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 7000 - Concepts and Roles)

Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

DEBT ISSUANCE AND MANAGEMENT

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities

2. To refund existing debt

3. To provide for cash flow needs

(cf. 3100 - Budget)
(cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt

a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)

b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code

DEBT ISSUANCE AND MANAGEMENT

53506-53509.5)

(cf. 7214 - General Obligation Bonds)
b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello Roos Districts)

3. Lease financing, including certificates of participation (COPs)

a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

DEBT ISSUANCE AND MANAGEMENT

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer

than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost

2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates

3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

Investment of Proceed

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of

the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services)
(cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the

issued debt for the period from July 1 to June 30. (Government Code 8855)
The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Legal Reference:
EDUCATION CODE
5300-5441 Conduct of elections
15100-15262 Bonds for school districts and community college districts
15264-15276 Strict accountability in local school construction bonds
15278-15288 Citizen's oversight committees
15300-15425 School Facilities Improvement Districts
17150 Public disclosure of non-voter-approved debt
17400-17429 Leasing of district property
17450-17453.1 Leasing of equipment
17456 Sale or lease of district property
17596 Duration of contracts
42130-42134 Financial reports and certifications
ELECTIONS CODE
1000 Established election dates

DEBT ISSUANCE AND MANAGEMENT

GOVERNMENT CODE
8855 California Debt and Investment Advisory Commission
53311-53368.3 Mello-Roos Community Facilities Act
53410-53411 Bond reporting
53506-53509.5 General obligation bonds
53550-53569 Refunding bonds of local agencies
53580-53595.55 Bonds
53850-53858 Tax and revenue anticipation notes
53859-53859.08 Grant anticipation notes
CALIFORNIA CONSTITUTION
Article 13A, Section 1 Tax limitation
Article 16, Section 18 Debt limit
UNITED STATES CODE, TITLE 15
78o-4 Registration of municipal securities dealers
UNITED STATES CODE, TITLE 26
54E Qualified Zone Academy Bonds
CODE OF FEDERAL REGULATIONS, TITLE 17
240.10b-5 Prohibition against fraud or deceit
240.15c2-12 Municipal securities disclosure
CODE OF FEDERAL REGULATIONS, TITLE 26
1.103 Interest on state and local bonds
1.141 Private activity bonds
1.148 Arbitrage and rebate
1.149 Hedge bonds
1.6001-1 Records

Management Resources:
CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS
California Debt Issuance Primer
GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS
An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016
Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015
Investment of Bond Proceeds, Best Practice, September 2014
Selecting and Managing Municipal Advisors, Best Practice, February 2014
Debt Management Policy, Best Practice, October 2012
Analyzing and Issuing Refunding Bonds, Best Practice, February 2011
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax Exempt Bond FAQs Regarding Record Retention Requirements
Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016
U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS

DEBT ISSUANCE AND MANAGEMENT

Internal Control System Checklist
WEB SITES
California Debt and Investment Advisory Commission: http://www.treasurer.ca.gov/cdiac
Government Finance Officers Association: http://www.gfoa.org
Internal Revenue Service: http://www.irs.gov
Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): http://www.emma.msrb.org
U.S. Government Accountability Office: http://www.gao.gov
U.S. Securities and Exchange Commission: http://www.sec.gov

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Board Policy 5030, Student Wellness

BACKGROUND INFORMATION: Board policies and administrative regulations are periodically reviewed and recommendations are made for addition/deletion or revision based upon guidance from the California School Boards Association (CSBA) policy service, changes in the law, and changes in district practice. Board Policy 5030, Student Wellness was last revised on January 16, 2014.

CURRENT CONSIDERATIONS: On July 29, 2016, the U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) issued the Final Rule (FR) for the federal Local School Wellness Policy (LSWP) implementation under the Healthy, Hunger-Free Kids Act of 2010 (HHFKA) (Title 7, Code of Federal Regulations [7 CFR], parts 210 and 220), which became effective on August 29, 2016. Proposed revisions to BP 5030 reflect mandates to expand the scope of the LSWP and requires additional stakeholder involvement in the development, implementation, and review of LSWP, and requires periodic assessment and public updates.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board of education approve the revisions to BP 5030, Student Wellness as presented.

STUDENT WELLNESS

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

(cf. 1020 - Youth Services)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5141 - Health Care and Emergencies)
~~(cf. 5141.23 - Infectious Disease Prevention)~~
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - Student Health ~~and Social~~ Services)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)
(cf. 6164.2 - Guidance/Counseling Services)

School ~~Health Council/Committee~~ ***Wellness Council***

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b***; 7 CFR 210.30***)

To fulfill this requirement, the Superintendent or designee may appoint a school ~~health~~ ***wellness*** council or other district committee a***nd a wellness council coordinator.*** ~~whose membership shall include representatives of these groups. He/she also may invite participation of other groups or individuals, such as~~ ***The council may include representatives of the groups listed above, as well as*** health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

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(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The ~~school health council /committee~~ ***wellness council*** shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council ~~/committee~~ may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt ***specific*** goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. ***In developing such goals, the Board shall review and consider evidence-based strategies and techniques.*** (42 USC 1758b***;7 CFR 210.30***)

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks, and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The nutrition education ***program*** shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs,

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programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

(cf. 5142.2 - Safe Routes to School Program)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

(cf. 1330.1 - Joint Use Agreements)

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

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

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall

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adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

(cf. 3312 - Contracts)
(cf. 3554 - Other Food Sales)

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

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To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of ~~non-nutritious~~ foods and beverages ***that do not meet nutrition standards for the sale of foods and beverages on campus during the school day*** ~~through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means~~. ***(7 CFR 210.30)***

(cf. 1325 - Advertising and Promotion)
~~(cf. 5148.2 - Before/After School Programs)~~
~~(cf. 6177 - Summer Learning Programs)~~

~~To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.~~

~~(cf. 1325 - Advertising and Promotion)~~

~~All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess, and may also be provided through school athletic programs, extracurricular programs, before-and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.~~

~~(cf. 5142.2 - Safe Routes to School Program)~~
~~(cf. 6145 - Extracurricular and Co-curricular Activities)~~
~~(cf. 6145.2 - Athletic Competition)~~

~~The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.~~

~~(cf. 1330.1 - Joint Use Agreements)~~

~~Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.~~

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

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~~The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.~~

~~(cf. 1100 - Communication with the Public~~
~~(cf. 1112 - Media Relations)~~
~~(cf. 1113 - District and School Web Sites)~~
~~(cf. 1114 - District-Sponsored Social Media)~~
~~(cf. 6020 - Parent Involvement)~~

~~In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.~~

~~The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.~~

~~(cf. 5131.2 - Bullying)~~
~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

~~The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.~~

~~Nutrition Guidelines for Foods Available at School~~

~~For all foods available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1773 and 1779 and federal regulations and which supports the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)~~

~~In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.~~

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

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~~(cf. 3552 - Summer Meal Program)~~
~~(cf. 3553 - Free and Reduced Price Meals)~~
~~(cf. 5141.27 - Food Allergies/Special Dietary Needs)~~
~~(cf. 5148 - Child Care and Development)~~
~~(cf. 5148.3 - Preschool/Early Childhood Education)~~

~~The Superintendent or designee shall provide access to free, potable water during meal times in the food service area in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.~~

~~The Board believes that foods and beverages sold to students at district schools, including those available outside the district's food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues, shall meet or exceed state and federal nutrition standards.~~

~~(cf. 3312 - Contracts)~~
~~(cf. 3554 - Other Food Sales)~~

~~The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.~~

~~He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.~~

~~(cf. 1230 - School-Connected Organizations)~~

~~School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.~~

Program Implementation and Evaluation

The Superintendent ~~shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy.~~ ***designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b; 7 CFR 210.30)***

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_____
(Title or Position)

_____
(Phone Number)

_____
(Email Address)

(cf. 0500 - Accountability)
(cf. 3555 - Nutrition Program Compliance)

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every ~~two~~ ***three*** years. ***(42 USC 1758b; 7 CFR 210.30)***

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness.

Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements

2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records

3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program

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4. Extent to which foods sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards

5. ~~Results of the state's physical fitness test at applicable grade levels~~ ***Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards***

6. Results of the state's physical fitness test at applicable grade levels

~~6.~~***7.*** Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity

~~7.~~***8.*** A description of district efforts to provide additional opportunities for physical activity outside of the physical education program

~~8.~~***9.*** A description of other district wide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

~~The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.~~

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

~~The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)~~

~~In addition, the~~ ***The*** assessment results ***of both the district and state evaluations*** shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

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~~Posting Requirements~~ ***Notifications***

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.30)

(cf. 5145.6 - Parental Notifications)

~~Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)~~

~~Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.~~

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.30)

Legal Reference:
EDUCATION CODE
33350-33354 CDE responsibilities re: physical education
38086 Free fresh drinking water
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-4956~~1~~***2*** Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51210.1-51210.2 Physical education, grades 1-6

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51210.4 Nutrition education
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51795-5179~~6.5~~***8*** School instructional gardens
51880-51921 Comprehensive health education
CODE OF REGULATIONS, TITLE 5
15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769 National School Lunch Program, especially:
1758b Local wellness policy
1771-1791 Child Nutrition Act, especially:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.3~~1~~***3*** National School Lunch Program
210.30 Wellness policy
220.1-220.2~~3~~***2*** National School Breakfast Program
COURT DECISIONS
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:
CSBA PUBLICATIONS
Integrating Physical Activity into the School Day, Governance Brief, April 2016
Increasing Access to Drinking Water in Schools, Policy Brief, ~~March~~ ***April*** 2013
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
Physical Activity and Physical Education in California Schools, Research Brief, April 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009
Physical Education and California Schools, Policy Brief, rev. October 2007
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Physical Education Framework for California Public Schools, Kindergarten Through Grade

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Twelve, 2009
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CALIFORNIA PROJECT LEAN PUBLICATIONS
Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
CENTER FOR COLLABORATIVE SOLUTIONS
Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, ~~March 2010~~***January 2015***
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, ~~2005~~***rev. 2012***
FEDERAL REGISTER
Rules and Regulations, ~~January 26, 2012, Vol. 77, Number 17, pages 4088-4167~~ ***July 29, 2016, Vol. 81, Number 146, pages 50151-50170***
NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS
Fit, Healthy and Ready to Learn, ~~2000~~***rev. 2012***
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
Dietary Guidelines for Americans, ~~2005~~***2016***
~~Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000~~
WEB SITES
CSBA: http://www.csba.org
Action for Healthy Kids: http://www.actionforhealthykids.org
Alliance for a Healthier Generation: http://www.healthiergeneration.org
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
California Department of Public Health: http://www.cdph.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
California School Nutrition Association: http://www.calsna.org
Center for Collaborative Solutions: http://www.ccscenter.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Dairy Council of California: http://www.dairycouncilofca.org
National Alliance for Nutrition and Activity: http://www.cspinet.org/nutritionpolicy/nana.html
National Association of State Boards of Education: http://www.nasbe.org
School Nutrition Association: http://www.schoolnutrition.org
Society for Nutrition Education: http://www.sne.org
U.S. Department of Agriculture, Food Nutrition Service, wellness policy: http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html
U.S. Department of Agriculture, Healthy Meals Resource System: http://healthymeals.fns.usda.gov

STUDENT WELLNESS

Policy adopted: ~~January 16, 2014~~ ***May 18, 2017*** SIERRA SANDS UNIFIED SCHOOL DISTRICT Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy and Administrative Regulation 3513.3, Tobacco-Free Schools

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: Board Policy 3513.3, Tobacco-Free Schools was last revised on May 15, 2014. This board policy has been updated to address the California Department of Education's web site recommendation that a district's policy define "tobacco products" to prohibit the use of products containing tobacco or nicotine, whether natural or synthetic, or derived from tobacco, or plant product that is intended for human consumption, including electronic devices and components, parts, or accessories of a tobacco product that is intended to deliver the tobacco product. This includes products that are taken orally, smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested including vaporized liquids. Kern County Superintendent of Schools has advised districts of this recommendation as well.

The Administrative Regulation AR 3513.3, Tobacco-Free Schools, was last revised on May 15, 2014. Health and Safety Code 104420 requires local TUPE programs to provide access to intervention and cessation services to high-risk groups in grades 7-12. The California Department of Education (CDE) has determined that these services should be directed toward current users and should be voluntary for students. The CDE's TUPE program application clarifies that districts are not required to directly provide the services, but may instead refer students to community services to satisfy this requirement. Also Health and Safety Code 104460 requires districts receiving TUPE funds to provide access to tobacco-use prevention and intervention services to pregnant and parenting students. The TUPE application clarifies that districts are not required to directly provide the following services, but may instead refer students to community services. Both items are now reflected in this regulation.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the revised Board Policy 3513.3, Tobacco-Free Schools as updated. Administrative Regulation AR 3513.3 is presented as information only and does not require any board action.

TOBACCO-FREE SCHOOLS

The Governing Board recognizes ~~the health hazards associated with~~ ***that*** smoking and ~~the~~ ***other*** use***s*** of tobacco ***and nicotine*** products~~, including the breathing of second-hand smoke,~~ ***constitute a serious public health hazard and are inconsistent with district goals*** ~~and desires~~ to provide a healthy environment for students and staff.

(cf. 3514 - Environmental Safety)
(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 5030 - Student Wellness)
(cf. 5131.62 - Tobacco)
(cf. 5141.23 - Asthma Management)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students and visitors at any ***school sponsored*** instructional program, activity or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.(Business and Professions Code 22950.5;Education Code 48901)~~Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes and other types of ENDS Systems. (Vapor Systems, e-VAPES, digital vapor system, hookah, Hookah pen, pencil, device, e-hookah, etc.) Exceptions may be made for the use or possession of prescription nicotine products.~~

Tobacco products include: (Business and Professions Code 22950.5;Education Code 48901)

1. ***Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled,***

snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff

2. ***An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe or hookah***
3. ***Any component, part or accessory of a tobacco product, whether or not sold separately***

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U. S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste ~~are~~ ***is*** prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

Legal Reference:
EDUCATION CODE
48900 Grounds for suspension/expulsion
48901 Prohibition against tobacco use by students
BUSINESS AND PROFESSIONS CODE
22950.5 Stop Tobacco Access to Kids Enforcement Act: definitions
HEALTH AND SAFETY CODE
39002 Control of air pollution from nonvehicular sources
104350-104495 Tobacco use prevention, especially:
104495 Prohibition of smoking and tobacco waste on playgrounds
104559 Tobacco use prohibition
119405 Unlawful to sell or furnish electronic cigarettes to minors
LABOR CODE
3300 Employer, definition
6304 Safe and healthful workplace
6404.5 Occupational safety and health; use of tobacco products
UNITED STATES CODE, TITLE 20
6083 Nonsmoking policy for children's services
7100-7117 Safe and Drug Free Schools and Communities Act
7111-7122 Student Support and Academic Enrichment Grants
CODE OF FEDERAL REGULATIONS, TITLE 21
1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors
PERB RULINGS

TOBACCO-FREE SCHOOLS

Eureka Teachers Assn. v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)
CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)

Management Resources:
WEB SITES
California Department of Education, Alcohol, Tobacco and Other Drug Prevention: http://www.cde.ca.gov/ls/he/at
California Department of Education, Tobacco-Free School District Certification: http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp
California Department of Public Health, Tobacco Control: ~~http://www.cdph.ca.gov/programs/tobacco~~ ***http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp***
California Department of Public Health, Tobacco Control:http://www.cdph.ca.gov/programs/tobacco
Occupational Safety and Health Standards Board: http://www.dir.ca.gov/OSHSB/oshsb.html
U.S. Environmental Protection Agency: http://www.epa.gov

Policy adopted: ~~May 15, 2014~~ ***May 18, 2017***

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

TOBACCO-FREE SCHOOLS

Notifications

Information about the district's tobacco-free schools policy and enforcement procedures shall be communicated clearly to employees, parents/guardians, students and the community. (Health and Safety Code 104420)

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

The Superintendent or designee may disseminate this information through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication.

(cf. 1113 - District and School Web Sites)

Information about smoking cessation and support programs shall be made available to students and staff.

Tobacco-use prevention and cessation services are made available to every pregnant minor and minor parent(s) at all grade levels. (Health and Safety Code 104420, 104660)

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

The Superintendent or designee shall ensure that (~~S)~~ signs stating "Tobacco use is prohibited" shall be prominently displayed at all entrances to school property. (Health and Safety Code 104420)

Enforcement/Discipline

Any employee or student who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any other person who violates the district's policy on tobacco-free schools shall be informed of the district's policy and asked to refrain from smoking. If the person fails to comply with this request, the Superintendent or designee may:

TOBACCO-FREE SCHOOLS

1. Direct the person to leave school property

2. Request local law enforcement assistance in removing the person from school premises

3. If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

The Superintendent or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the district or any employee. (Labor Code 6404.5)

Regulation SIERRA SANDS UNIFIED SCHOOL DISTRICT
approved: ~~May 15, 2014~~ ***May 18, 2017*** Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.4 Approval of Revisions to Board Policy and Administrative Regulation 5131.62, Tobacco-Students

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: Board Policy 5131.62 Tobacco-Students was last revised on May 15, 2014. This board policy has been updated to address the California Department of Education's web site recommendation that a district's policy define "tobacco products" to prohibit the use of products containing tobacco or nicotine, whether natural or synthetic, or derived from tobacco or plant product, that is intended for human consumption, including electronic devices and components, parts, or accessories of a tobacco product that is intended to deliver the tobacco product. This includes products that are taken orally, smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested including vaporized liquids. Kern County Superintendent of Schools has advised districts of this recommendation as well.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 5131.62, Tobacco-Students as updated.

Tobacco

The Governing Board recognizes that tobacco use presents serious health risks and desires to provide support and assistance in reducing the number of students who begin or continue to use tobacco. The Superintendent or designee shall establish a comprehensive program that includes consistent enforcement of laws prohibiting tobacco possession and use by students, tobacco-use prevention education including youth development activities, and intervention and cessation activities and/or referrals.

(cf. 5141.23 - Asthma Management)

Prohibition Against Tobacco Use

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. ~~Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.~~ (Education Code 48900, 48901)

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner of form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5: Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5: Education Code 48901)

1. ***A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff***
2. ***An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe or hookah***
3. ***Any component, part or accessory of a tobacco product, whether or not sold separately***

~~Students' possession or use of nicotine delivery devices, such as electronic cigarettes and other~~

~~types of ENDS Systems. (Vapor Systems, e-VAPES, digital vapor system, hookah, Hookah pen, pencil, device, e-hookah, et.), is also prohibited.~~

These prohibitions do not apply to a student's possession or use of his/her own prescription products. ***However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus.*** (Education Code 48900, 48901) ***(cf 5141.21-Administering Medication and Monitoring Health Conditions)***

Prevention Instruction

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

Intervention/Cessation Services

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. When appropriate, such intervention services may be provided as an alternative to suspension for tobacco possession.

(cf. 1020 - Youth Services)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee also shall coordinate the district's tobacco-use prevention and intervention program with other district efforts to reduce students' use of illegal substances and

to promote student wellness.

(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.63 - Steroids)

The Superintendent or designee shall select anti-tobacco programs based on the model program designs identified by the California Department of Education (CDE) and may modify the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which has received funding from the tobacco industry.

(cf. 1325 - Advertising and Promotion)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Program Evaluation

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

(cf. 0500 - Accountability)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6162.8 - Research)

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

Legal Reference:
EDUCATION CODE
48900 Suspension or expulsion (grounds)
48900.5 Suspension, limitation on imposition; exception
48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety
60041 Instructional materials, portrayal of effects of tobacco use
BUSINESS AND PROFESSIONS CODE
22950.5 Stop Tobacco Access to Kids Enforcement Act, definitions
HEALTH AND SAFETY CODE
104350-104495 Tobacco-use prevention education
104559 Tobacco use prohibition
119405 Unlawful to sell or furnish electronic cigarettes to minors
PENAL CODE
308 Minimum age for tobacco possession
CODE OF REGULATIONS, TITLE 17
6800 Definition, health assessment
6844-6847 Child Health and Disability Prevention program; health assessments
UNITED STATES CODE, TITLE 20
7111-7117 Safe and Drug-Free Schools and Communities Act
7111-7122 Student Support and Academic Enrichment Grants
CODE OF FEDERAL REGULATIONS, TITLE 21
1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 8 (2005)

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
TUPE Acceptance of Funds Guidance
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003
Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000
WEST ED PUBLICATIONS
Guidebook for the California Healthy Kids Survey
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Tobacco-Use Prevention Education: http://www.cde.ca.gov/ls/he/at/tupe.asp
California Department of Public Health, Tobacco Control: http://www.cdph.ca.gov/programs/tobacco
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Healthy Kids Survey: http://www.wested.org/hks
Centers for Disease Control and Prevention, Smoking and Tobacco Use: http://www.cdc.gov/tobacco
U.S. Surgeon General: http://www.surgeongeneral.gov

Tobacco

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***

Jessica Blades
4th Grade - Pierce
Effective 6-2-17

Rachael Ida
3rd Grade – Richmond
Effective 6-2-17

Emily Marsh
English – BHS
Effective 6-2-17

Barbara Walls***
English – Burroughs
Effective 6-2-17

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 16-17 year:
Alicia Conliffe
Roberta Lee
Chance Salmon

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Melissa Roark
4 ¾ hr. Paraprofessional/Student Supervisor – Murray
Effective 6-2-17

Kyle Klamt
8 hr. Custodian – Richmond
Effective 5-11-17

Carolyn Applequist
½ hr. AM Cafeteria Supervisor – Pierce
And 1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 6-2-17

8.22 EMPLOYMENT

Kristen Coster
5 ½ hr. Paraprofessional – Richmond
Effective 5-1-17

Gerzon Duag
5 ½ hr. Paraprofessional – Richmond
Effective 5-1-17

Hannah Moline
6 ½ hr. Paraprofessional – James Monroe
Effective 5-1-17

Jamie Rodriguez
5 ½ hr. Paraprofessional – James Monroe
Effective 5-1-17

Student Workability Worker for the 2016-2017 School Year:
Christina Andrade
Brandon Gonzalez
Isa Saenz
Joshua Sonnevil

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (Continued)

8.22 EMPLOYMENT

Classified Substitutes for the 2016-2017 School Year:
Jamie Audrey
Lauranna Daniels
Michelle Dyer
Nicole Hu
Alma Johnser
Maureen Shearer
Karen VanOstrand

8.23 CHANGE OF STATUS

Jannett Garcia
From: 2 ½ hr. Food Service Asst. I – Murray
To: 3 hr. Food Service Asst. I – Gateway
Effective 4-10-17

Nancy Saenz
From: 3 hr. Food Service Asst. I – Las Flores
And 4 hr. Food Service Asst.II – Las Flores
To: 8 hr. Food Service Manager I– Las Flores
Effective 8-14-17

Celina MacFarland
From: 8 hr. Account Clerk III – Business Office
To: 8 hr. Support Services Secretary – Maintenance
Effective 7-3-17

8. PERSONNEL ADMINISTRATION

8.3 Ratification of Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

BACKGROUND INFORMATION: The district and DAGA negotiation teams reached a Memorandum of Understanding that resolves collective bargaining for 2016-2017.

CURRENT CONSIDERATIONS: In December, 2016, when the district identified additional, ongoing revenue to be adjusted into the 2016-17 budget, the district agreed to negotiate with DAGA to determine the effects of the identified increase in general fund revenue. The attached MOU identifies two key outcomes from negotiations: (1) an increase to the DAGA Salary Schedule by 1.62%, retroactive to July 1, 2016, and (2) starting in 2017-18, the district will reimburse each guidance employee up to $1,500 annually for travel and professional costs directly related to the unit member's assignment.

FINANCIAL IMPLICATIONS: Implementation of agreement is supported by a three-year multi-year projection, within the Board-adopted 5% ending fund balance reserve requirement. The multi-year projection was submitted on AB1200 documentation and approved by the Kern County Superintendent of Schools.

The details of the MOU are provided in the attached documentation. The total compensation value of the MOU represents an overall 2.32% increase for DAGA.

SUPERINTENDENT'S RECOMMENDATION: Ratify the Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education regarding collective bargaining agreement for 2016-17 as presented.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND THE DESERT AREA GUIDANCE ASSOCIATION

The Sierra Sands Unified School District ("District") and the Desert Area Guidance Association ("DAGA") (hereafter collectively referred to as "the Parties"), hereby enter into this Memorandum of Understanding ("MOU") related to salary increases and reimbursement of travel and professional development expenses for DAGA employees in accordance with the terms of this MOU.

1. The District shall increase the Certificated Salary Schedule by 1.62%, retroactive to July 1, 2016. The salary schedule will be updated to reflect the increase after full execution of this MOU.

2. Effective July 1, 2017, Article VI, section (G)(3) of the Collective Bargaining Agreement is replaced with the following:

   > The District will reimburse each guidance employee up to one thousand five hundred dollars ($1,500) annually for travel and professional development costs directly related to the unit member's assignment.

3. This MOU is not precedent setting and establishes no past practice. With the exception of the terms contained herein, all other terms of the Collective Bargaining Agreement and any currently effective MOUs, if any, remain unchanged.

4. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

5. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.

Agreed:

FOR THE DISTRICT

D. Ostash

Dave Ostash
Assistant Superintendent, Human Resources
Sierra Sands Unified School District

Date: April 6, 2017

FOR THE DESERT AREA GUIDANCE ASSOCIATION

Lorraine Balek Beeson

Lorraine Balek-Beeson
President, Desert Area Guidance Association (DAGA)

Date: April 28, 2017

8. PERSONNEL ADMINISTRATION

8.4 Ratification of Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding the Professional Supervision Program

BACKGROUND INFORMATION: The district and DAGA negotiation teams reached an agreement in 2015-16 that established a Professional Supervision program to improve the quality of services provided by new psychologists, counselors, and therapists employed in the district.

CURRENT CONSIDERATIONS: The attached MOU provides the necessary details and terms needed in order to effectively implement the Professional Supervision program, which was negotiated for inclusion in the contract in the 2015-16 school year. The Professional Supervision program will not only improve the support network in place for new and current guidance employees, but will also enable the district to employ interns for various guidance positions, as allowed by the California Commission on Teacher Credentialing, when deemed advantageous for the district.

FINANCIAL IMPLICATIONS: Implementation of this MOU simply represents the specific guidelines needed for administering an existing program. There are no additional financial implications for adding the guidelines for administering the program.

The details of the MOU are provided in the attached documentation.

SUPERINTENDENT'S RECOMMENDATION: Ratify the Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education regarding the implementation of the DAGA Professional Supervision program as presented.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND THE DESERT AREA GUIDANCE ASSOCIATION

The Sierra Sands Unified School District ("District") and the Desert Area Guidance Association ("DAGA") (hereafter collectively referred to as "the Parties"), hereby enter into this Memorandum of Understanding ("MOU") to establish a program that provides professional supervision of psychologists, counselors, and/or therapists new to the profession and/or the District in accordance with the terms of this MOU.

RECITALS

1. The District and DAGA wish to establish the Professional Supervision program ("Program") to improve the quality of services provided by new psychologists, counselors, and therapists employed in the District.

2. The Program, as outlined below, shall be implemented on April 1, 2017 and continue through and including June 30, 2018. The Parties may, but are not required to, mutually agree to modify and/or continue the Program as they deem appropriate through the negotiations process.

3. Professional Supervisors (PS) shall be eligible for the full stipend payment starting in the 2017-2018 school year.

4. Professional Supervisors may be appropriately assigned in the 2016-2017 school year with a pro-rated stipend payment not to exceed $250 per month, beginning in April, 2017.

Program Terms

1. The recitals above are true and accurate and incorporated herein.

2. The Professional Supervision Program

   a. PREAMBLE AND PURPOSE

      i. Professional supervision for interns provides a mechanism by which exemplary School Counselors, Mental Health Therapists, Occupational Therapists, and School Psychologists assist interns in the areas of methods, instruction, small group, paperwork, ethics, and law. The Association and the District are continuously striving to provide the highest possible quality of services for students through best practices. In order for students to succeed, Counselors, Mental Health Therapists, Occupational Therapists, and School Psychologists must succeed in their

delivery of services. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of services through expanded and improved professional development and professional supervision. Interns whose licensure is dependent upon supervision and employees new to the District who are recommended to the program, are viewed as valuable professionals who deserve to have the best resources available to them in the interest of improving performance to a successful standard. This will be achieved by adhering to professional standards through the supervisee/supervisor relationship, as defined by the respective governing bodies, i.e., the Board of Behavioral Sciences, the National Association of School Psychologist, and the National Occupational Therapist Association.

b. DEFINITIONS

i. **Participating Intern (PI)**: A School Counselor, Mental Health Therapist, Occupational Therapist, or School Psychologist new to the profession and/or the District, who holds an intern, preliminary, emergency certificate credential, or who is in their first year of employment in the District.

ii. **Participating First-Year Employee (PE)**: A new employee to the profession and/or district, who holds appropriate California Pupil Personnel Services (PPS) Credential, or related license and/or credential.

iii. **Professional Supervisor (PS)**: A School Counselor, Mental Health Therapist, Occupational Therapist, or School Psychologist who provides assistance and support to a newly-hired PE or a PI holding an intern credential.

iv. **Professional Supervision**: The process of addressing the professional development needs of School Counselors, Mental Health Therapists, Occupational Therapists, and School Psychologists, who are interns or new to the District.

c. THE JOINT DAGA/ADMINISTRATIVE REVIEW PANEL

i. Membership:

(1) The Joint DAGA/Administrator Review Panel, hereafter referred to as "Review Panel" shall consist of the four (4) members described below.

(2) Members of the Review Panel will include two (2) DAGA members who shall be elected by the DAGA Board. Those elected to the Review Panel will serve three-year terms. Members may serve more than two consecutive terms. Members may be appointed by the District if the DAGA Board has not appointed members to the Review Panel in a timely manner.

(3) If a member of the Review Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.

ii. Organization:

(1) The Review Panel will establish its own rules and operational procedures to affect the implementation of the Program. The rules and procedures will be consistent with the provisions of this MOU, and to the extent that there is any inconsistency, the MOU will prevail.

(2) The Review Panel will, by majority vote, establish the method for selecting a Chairperson, a DAGA member, who will serve a one-year term.

(3) The Review Panel shall establish its own meeting schedule as it deems necessary to perform its functions.

(4) To hold meetings, four (4) members of the Review Panel must be present. Such meetings shall take place during the regular DAGA work day. DAGA members of the Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.

iii. The Review Panel will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by a vote of at least two (2) panel members.

iv. Responsibilities:

(1) Coordinate, monitor, and evaluate all aspects of the Program;

(2) Select the lists of Professional Supervisors for any school year;

(3) Establish its own rules and operational procedures;

(4) Review legal mandates for respective governing bodies;

(5) Review and create a calendar of professional development opportunities;

(6) Review training/education of Professional Supervisors prior to participation in the Program;

(7) Send written notification of the various components of the Program to target groups and site administrators;

(8) Maintain the list of Professional Supervisors available when possible. The list will also be permanently available on the intranet;

(9) Adopt rule and operational procedures, either by consensus or majority vote, to affect the implementation of the Program. The rules and operational procedures will be consistent with the provisions of this MOU, and to the extent there is an inconsistency, the MOU will prevail;

(10) Establish the application procedure for Professional Supervisors;

(11) Develop an application form to be completed by any DAGA member participating in the Program;

(12) Determine the number of Professional Supervisors needed in any school year, based upon participation in the program, available budget, and other relevant considerations;

(13) Evaluate the overall impact of the Program on a regular basis to make improvements and modifications as needed; and

(14) Make any other decisions that are necessary for the successful operation of the Program.

v. Confidentiality:

(1) All proceedings and materials related to evaluations, reports, and other personnel matters relating to participation in the Program shall be strictly confidential to the maximum extent allowed by law. Review Panel members, Professional Supervisors, Participating Interns, and the Principal (or designated evaluator) may disclose such information only as necessary to administer the Program and as required by law.

vi. Status and Liability.

(1) Functions performed by DAGA members under this Program shall not constitute either management or supervisory functions as defined by the California Government Code, section 3540.1, subdivisions (g) and (m).

(2) The District agrees to indemnify and hold harmless any unit member who is a PE Supervisor, and the Review Panel member against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation as a result of participation in the Professional Supervision program.

(3) DAGA members who are Professional Supervisors shall have the same protections from liability and access to appropriate defenses as other public school employees pursuant toTitle 1, Division 3.6 of the California Government Code.

d. PROFESSIONAL SUPERVISORS

i. A Professional Supervisor is DAGA member who provides assistance to a PI and/or a PE. The qualifications for the Professional Supervisor shall be set forth in the Review Panel Rules and Procedures, provided that the following shall constitute the minimum qualifications:

(1) Be a credentialed DAGA member with permanent status;

(2) Substantial recent experience in correlative age appropriate instruction in Counseling, Mental Health Therapy, Occupational Therapy or as a School Psychologist;

(3) Demonstrate exemplary ability, as indicated by, among other things, effective communication skills, both orally and in writing;

(4) Ability to work cooperatively and effectively with others;

(5) Comply with the legal requirements set by the respective professional body.

ii. In order to fill a Professional Supervisor position, a notice of vacancy will be posted at the SELPA, in the District Office, sent via email to unit members and made available online. In addition to submitting an application form, each applicant is required to submit two (2) references from individuals with specific knowledge of his or her expertise, as follows:

(1) A reference from a building principal or immediate supervisor;

(2) A reference from another Association member.

iii. All applications and references will be treated with confidentiality to the maximum extent allowed by law.

iv. Professional Supervisors shall be selected by a majority vote of the Review Panel after interviews of prospective candidates are completed.

v. Professional Supervisors must be appropriately qualified to offer supervision. The Review Panel will monitor and evaluate the effectiveness of the Professional Supervisor and will make decisions regarding their continuation in the program. The Review Panel may remove a Professional Supervisor from a position at any time because of the specific

needs of the PI and/or PE, inadequate performance of the Professional Supervisor, or other just cause. Prior to the effective date of such removal, the review Panel will provide the Professional Supervisor with a written statement of the reasons for removal, and at the request of the Professional Supervisor, will meet with him or her to discuss the reasons.

vi. The Review Panel will determine the number of Professional Supervisors based upon participation, available budget, and other relevant considerations.

vii. The term of the Professional Supervisor shall be three (3) years.

viii. The Professional Supervisor shall assist the PI and/or PE by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the PI and/or PE.

ix. In addition to their regular salary, a Professional Supervisor will receive remuneration as follows:

(1) Reasonable release time to work with and/or train the PI and/or PE.

(2) A two thousand five hundred dollar ($2,500.00) annual stipend per intern, with a maximum of two interns per year. A pro-rated portion of the annual stipend at a rate of two hundred and fifty dollars ($250) per intern will be paid to Professional Supervisors participating in the Program in the months of April and May, 2017.

e. PARTICIPATING INTERNS

i. A Participating Intern is a DAGA member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, techniques for job performance, and all other related aspects of their job assignment.

(1) A PI may be assigned a Professional Supervisor or they may request assistance.

ii. The assistance provided by a Professional Supervisor shall not involve the participation in nor the evaluation and assessment of the PI.

3. The above-described stipend will be considered creditable compensation for purposes of the California State Teachers Retirement System ("STRS") to the fullest extent authorized by STRS. The District makes no representations or assurances as to any employee's eligibility with respect to STRS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service to the District. The District makes no representations or assurances as to the effect of this MOU on any employee's eligibility for and/or receipt of STRS credits or benefits.

4. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

5. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.

Agreed:

FOR THE DISTRICT

D. Ostash

Dave Ostash
Assistant Superintendent, Human Resources
Sierra Sands Unified School District

Date: April 6, 2017

FOR THE DESERT AREA GUIDANCE ASSOCIATION

Lorraine Balek Beeson

Lorraine Balek-Beeson
President, Desert Area Guidance Association (DAGA)

Date: April 28, 2017

8. PERSONNEL ADMINISTRATION

8.5 AB 1200 Documentation for the Ratification of Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education Regarding Settlement of Contract Issues for 2016-17

BACKGROUND INFORMATION: The DAGA and district negotiation teams reached a Memorandum of Understanding for the 2016-17 school year. The MOU is presented to the board at their May 18, 2017 regular meeting.

CURRENT CONSIDERATIONS: The district is required to present AB 1200 documentation to the Board that indicates approval by the Kern County Superintendent of Schools when increases to employee compensation are negotiated.

FINANCIAL IMPLICATIONS: Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT'S RECOMMENDATION: Approve the AB 1200 documentation for the Memorandum of Understanding between the Desert Area Guidance Association (DAGA) and the Board of Education regarding collective bargaining agreement for 2016-17 as presented.

Kern County
Superintendent of Schools

Office of Mary C. Barlow ...advocates for children

April 20, 2017

Tim Johnson, Board President
Sierra Sands Unified School District
113 W. Felspar Ave.
Ridgecrest, CA 93555

Dear Mr. Johnson;

We have received the District Analysis of the Proposed Collective Bargaining agreement with the district's **guidance association** from your administration in accordance with AB1200 (Statutes of 1991) and Government Code section 3547.5 which will be considered during the May 18, 2017 meeting of the Governing Board. The proposed agreement will be effective July 1, 2015 through June 30, 2017.

The fiscal impact of this ongoing agreement is to increase employee total compensation during 2016-17 by a total of $20,908 or 1.62%. Total compensation increases include salary schedule adjustments in the amount of $18,165 or 1.41% and increased statutory benefits cost of $2,743 or .21%. This agreement reflects an increase to fiscal year 2017-18 for other compensation in the amount of $8,000 or .60% and increased statutory benefits of $80 or .01% for a total additional cost of $8,080 or .61% increase.

Based on the latest approved budget and the proposed budget adjustments, the district does maintain the appropriate reserve for economic uncertainties in the general fund. School districts in California are advised to proceed carefully with all proposed increases in their expenditure plans due to the challenges resulting from the implementation of the LCFF. While the state is providing additional revenue for the first time in many years, its distribution is vastly different than it was under revenue limit funding. The large increase in gap funding in the past two years will lead to smaller year-over-year gap funding in the future. For some districts gap funding is less than the amount needed to cover STRS and PERS contribution rate increases, and that will likely be true for most if not all districts beginning in 2017-18. This, coupled with an uneven economic recovery, creates an environment of caution for school districts when considering bargaining agreements.

We hope this information proves useful to the Board in its deliberative process and we thank the administration for its submittal of the fiscal impact of the proposed agreement.

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools

Tina Foster

Tina Foster, District Fiscal Analyst
Division of Administration & Finance

TF:cl
c: Ernie Bell, Superintendent

Sierra Sands Unified School District

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5

Desert Area Guidance Association

The proposed agreement covers the period beginning July 1, 2015 and ending June 30, 2017 and will be acted upon by the Governing Board at its meeting on May 18, 2017

Note:

1% salary increase =	$ 11,213	$11,395	$11,395
1% statutory benefit increase =	$ 1,693	$1,932	$1,932
1% Total Compensation increase =	$ 12,906	$13,326	$13,326

A. Proposed Change in Compensation - Fund 01 - General Fund

Compensation		Fiscal Impact of Proposed Agreement: Current Year 2016-17	Year 2 2017-18	Year 3 2018-19	Comments
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)				Step/Column previously included in budget
	Percent of Total Comp				
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	$ 18,165	$ 18,165	$ 18,165	On-schedule increases of 1.62% for 16-17. Amounts shown for 17-18 and 18-19 are reflective of impact of 16-17 increases to respective budgets.
	Percent of Total Comp	1.41%	1.36%	1.36%	
3. Other Compensation	Cost (+/-)	$ -	$ 8,000	$ 8,000	Reflective of a $500 per Unit Member increase in Professional Development budgets beginning in 17-18. 18-19 is reflective of the 17-18 increase to respective budgets.
	Percent of Total Comp	0.00%	0.60%	0.60%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	$ 2,743	$ 2,743	$ 2,743	Associated with respective salary increases
	Percent of Total Comp	0.21%	0.21%	0.21%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	$ -	$ -	$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-5.	Cost (+/-)	$ 20,908	$ 28,908	$ 28,908	
	Percent of Total Comp	1.62%	2.17%	2.17%	
7. Total Number of Represented Employees		16	16	16	
8. Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-)	$ 1,307	$ 1,807	$ 1,807	
	Percent of Total Comp	1.62%	2.17%	2.17%	

B. Proposed Negotiated Changes in Non-Compensation Items

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.)

N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.)

N/A

E. Source of Funding for Proposed Agreement

General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	$	53,226,994
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	$	1,596,810

2. Unrestricted Fund Balance (After Impact of Proposed Agreement)

a. General Fund Unrestricted Reserve for Economic Uncertainties	$	2,661,350
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	$	90,000
c. General Fund Unrestricted Committed/Assigned Amounts	$	2,901,198
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	$	0
e. Total District Unrestricted Fund Balance	$	5,652,548

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes 100

Impact Of Proposed Agreement On Current Year Operating Budget
Fund 01 - General Fund

Description	Column 1 Latest Board Approved Budget (2nd Interim)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	$ 40,397,235	$ -	$ -	$ 40,397,235
Remaining Revenues (8100-8799)	$ 12,594,879	$ -	$ -	$ 12,594,879
Total Revenues	$ 52,992,114	$ -	$ -	$ 52,992,114
Expenditures				
1000 Certificated Salaries	$ 20,434,877	$ -	$ 18,165	$ 20,453,042
2000 Classified Salaries	$ 7,141,675	$ -	$ -	$ 7,141,675
3000 Employees' Benefits	$ 13,476,734	$ -	$ 2,743	$ 13,479,477
4000 Books & Supplies	$ 4,173,732	$ -	$ -	$ 4,173,732
5000 Services & Operating Expenses	$ 5,226,311	$ -	$ -	$ 5,226,311
6000 Capital Outlay	$ 1,139,503	$ -	$ -	$ 1,139,503
7000 Other	$ 468,851	$ -	$ -	$ 468,851
Total Expenditures	$ 52,061,683	$ -	$ 20,908	$ 52,082,591
Operating Surplus (Deficit)	$ 930,431	$ -	$ (20,908)	$ 909,523
Other Sources and Transfers In	$ 136,275	$ -		$ 136,275
Other Uses and Transfers Out	$ 1,144,403	$ -	$ -	$ 1,144,403
Current Yr Incr/(Decr) In Fund Balance	$ (77,697)	$ -	$ (20,908)	$ (98,605)
Beginning Balance	$ 6,906,305	$ -	$ -	$ 6,906,305
Current-Year Ending Balance	$ 6,828,608	$ -	$ (20,908)	$ 6,807,700
Components of Ending Balance				
Nonspendable	$ 90,000	$ -		$ 90,000
Restricted	$ 1,155,152	$ -		$ 1,155,152
Committed	$ 2,923,152	$ -	$ (21,954)	$ 2,901,198
Assigned	$ -			$ -
Reserve for Economic Uncertainty	$ 2,660,304	$ -	$ 1,045	$ 2,661,350
Unassigned/Unappropriated	$ 0	$ -	$ 0	$ 0

* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Desert Area Guidance Association, during the term of the agreement from July 1, 2015 to June 30, 2017.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	2016-17 Budget Adjustment Increase (Decrease)	2017-18 Budget Adjustment Increase (Decrease)
Revenues/Other financing Sources	$ -	$ -
Expenditures/Other Financing Uses	$ 20,908	$ 28,908
Ending Balance Increase (Decrease)	$ (20,908)	$ (28,908)

N/A ____ (no budget revisions necessary)

District Superintendent _____ Date _____

Chief Business Officer _____ Date _____

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summaries the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (Signature)	Date
Chief Financial Officer (Signature)	Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 16, 2016 took action to approve the proposed Agreement with the Desert Area Guidance Association.

President (or Clerk) of the Governing Board (Signature)	Date

8. PERSONNEL ADMINISTRATION

8.6 AB 1200 Documentation for Adjustment of Salary Compensation for Confidential Classified Employees for 2016-17

BACKGROUND INFORMATION: The district reached settlement agreements with DATA and DAGA for the 2016-17 school year. The total value of compensation granted each to DATA and DAGA equaled 2.32%. The district has an interest in extending a fair share value of total compensation to all of its employee groups.

CURRENT CONSIDERATIONS: The district is required to present AB 1200 documentation to the board that indicates approval by the Kern County Superintendent of Schools when increases to employee compensation are negotiated.

FINANCIAL IMPLICATIONS: The Confidential Classified employee salary schedule will be increased by 2.32%. This will be retroactive to July 1, 2016. Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT'S RECOMMENDATION: Approve the AB 1200 documentation for the adjustment of salary compensation for Confidential Classified employees for 2016-17 as presented.

Kern County
Superintendent of Schools

Office of Mary C. Barlow ...advocates for children

April 20, 2017

Tim Johnson, Board President
Sierra Sands Unified School District
113 W. Felspar Ave.
Ridgecrest, CA 93555

Dear Mr. Johnson;

We have received the District Analysis of the Proposed Collective Bargaining agreement with the district's **confidential classified** association from your administration in accordance with AB1200 (Statutes of 1991) and Government Code section 3547.5 which will be considered during the May 18, 2017 meeting of the Governing Board. The proposed agreement will be effective July 1, 2016 through June 30, 2017.

The fiscal impact of this agreement is to increase employee total compensation during 2016-17 by a total of $10,604 or 2.32%. Total compensation increases include salary schedule adjustments in the amount of $8,649 or 1.89% and increased statutory benefits cost of $1,955 or .43%.

Based on the latest approved budget and the proposed budget adjustments, the district does maintain the appropriate reserve for economic uncertainties in the general fund. School districts in California are advised to proceed carefully with all proposed increases in their expenditure plans due to the challenges resulting from the implementation of the LCFF. While the state is providing additional revenue for the first time in many years, its distribution is vastly different than it was under revenue limit funding. The large increase in gap funding in the past two years will lead to smaller year-over-year gap funding in the future. For some districts gap funding is less than the amount needed to cover STRS and PERS contribution rate increases, and that will likely be true for most if not all districts beginning in 2017-18. This, coupled with an uneven economic recovery, creates an environment of caution for school districts when considering bargaining agreements.

We hope this information proves useful to the Board in its deliberative process and we thank the administration for its submittal of the fiscal impact of the proposed agreement.

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools

Tina Foster

Tina Foster, District Fiscal Analyst
Division of Administration & Finance

TF:cl
c: Ernie Bell, Superintendent

Sierra Sands Unified School District

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5

Confidential Classifed

The proposed agreement covers the period beginning July 1, 2016 and ending June 30, 2017 and will be acted upon by the Governing Board at its meeting on May 18, 2017

Note:

1% salary increase =	$ 3,728	$3,814	$3,814
1% statutory benefit increase =	$ 843	$862	$862
1% Total Compensation increase =	$ 4,571	$4,677	$4,677

A. Proposed Change in Compensation - Fund 01 - General Fund

Compensation		Fiscal Impact of Proposed Agreement			Comments
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19	
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)	$ -	$ -	$ -	Step/Column previously included in budget
	Percent of Total Comp				
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	$ 8,649	$ 8,649	$ 8,649	On-schedule increases of 2.32% for 16-17. Amounts shown for 17-18 and 18-19 are reflective of impact of 16-17 increases to respective budgets.
	Percent of Total Comp	1.89%	1.85%	1.85%	
3. Other Compensation	Cost (+/-)	$ -	$ -	$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	$ 1,955	$ 1,955	$ 1,955	Associated with respective salary increases
	Percent of Total Comp	0.43%	0.42%	0.42%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	$ -	$ -	$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-5.	Cost (+/-)	$ 10,604	$ 10,604	$ 10,604	
	Percent of Total Comp	2.32%	2.27%	2.27%	
7. Total Number of Represented Employees		7	7	7	
8. Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-)	$ 1,515	$ 1,515	$ 1,515	
	Percent of Total Comp	2.32%	2.27%	2.27%	

B. Proposed Negotiated Changes in Non-Compensation Items

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.)

N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.)

N/A

E. Source of Funding for Proposed Agreement

General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	$	53,216,690
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	$	1,596,501

2. Unrestricted Fund Balance (After Impact of Proposed Agreement)

a. General Fund Unrestricted Reserve for Economic Uncertainties	$	2,660,834
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	$	90,000
c. General Fund Unrestricted Committed/Assigned Amounts	$	2,912,018
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	$	0
e. Total District Unrestricted Fund Balance	$	5,662,853

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes 106

Impact Of Proposed Agreement On Current Year Operating Budget
Fund 01 - General Fund

Description	Column 1 Latest Board Approved Budget (2nd Interim)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	$ 40,397,235	$ -	$ -	$ 40,397,235
Remaining Revenues (8100-8799)	$ 12,594,879	$ -	$ -	$ 12,594,879
Total Revenues	$ 52,992,114	$ -	$ -	$ 52,992,114
Expenditures				
1000 Certificated Salaries	$ 20,434,877	$ -	$ 8,649	$ 20,443,526
2000 Classified Salaries	$ 7,141,675	$ -	$ -	$ 7,141,675
3000 Employees' Benefits	$ 13,476,734	$ -	$ 1,955	$ 13,478,689
4000 Books & Supplies	$ 4,173,732	$ -	$ -	$ 4,173,732
5000 Services & Operating Expenses	$ 5,226,311	$ -	$ -	$ 5,226,311
6000 Capital Outlay	$ 1,139,503	$ -	$ -	$ 1,139,503
7000 Other	$ 468,851	$ -	$ -	$ 468,851
Total Expenditures	$ 52,061,683	$ -	$ 10,604	$ 52,072,287
Operating Surplus (Deficit)	$ 930,431	$ -	$ (10,604)	$ 919,827
Other Sources and Transfers In	$ 136,275	$ -		$ 136,275
Other Uses and Transfers Out	$ 1,144,403	$ -	$ -	$ 1,144,403
Current Yr Incr/(Decr) In Fund Balance	$ (77,697)	$ -	$ (10,604)	$ (88,301)
Beginning Balance	$ 6,906,305	$ -	$ -	$ 6,906,305
Current-Year Ending Balance	$ 6,828,608	$ -	$ (10,604)	$ 6,818,004
Components of Ending Balance				
Nonspendable	$ 90,000	$ -		$ 90,000
Restricted	$ 1,155,152	$ -		$ 1,155,152
Committed	$ 2,923,152	$ -	$ (11,134)	$ 2,912,018
Assigned	$ -			$ -
Reserve for Economic Uncertainty	$ 2,660,304	$ -	$ 530	$ 2,660,834
Unassigned/Unappropriated	$ 0	$ -	$ 0	$ 0

* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Confidential Classifed staff members, during the term of the agreement from July 1, 2015 to June 30, 2017.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	2016-17 Budget Adjustment Increase (Decrease)	2017-18 Budget Adjustment Increase (Decrease)
Revenues/Other financing Sources	$ -	$ -
Expenditures/Other Financing Uses	$ 10,604	$ 10,604
Ending Balance Increase (Decrease)	$ (10,604)	$ (10,604)

N/A ____ (no budget revisions necessary)

District Superintendent _____ Date _____

Chief Business Officer _____ Date _____

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summaries the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (Signature)	Date
Chief Financial Officer (Signature)	Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 16, 2016 took action to approve the proposed Agreement with the Confidential Classified staff members.

President (or Clerk) of the Governing Board (Signature)	Date

8. PERSONNEL ADMINISTRATION

8.7 AB 1200 Documentation for Adjustment of Salary Compensation for Management Employees for 2016-17

BACKGROUND INFORMATION: The district reached settlement agreements with DATA and DAGA for the 2016-17 school year. The total value of compensation granted each to DATA and DAGA equaled 2.32%. The district has an interest in extending a fair share value of total compensation to all of its employee groups.

CURRENT CONSIDERATIONS: The district is required to present AB 1200 documentation to the board that indicates approval by the Kern County Superintendent of Schools when increases to employee compensation are negotiated.

FINANCIAL IMPLICATIONS: The Management employee salary schedule will be increased by 2.32%. This will be retroactive to July 1, 2016. Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT'S RECOMMENDATION: Approve the AB 1200 documentation for the adjustment of salary compensation for Management employees for 2016-17 as presented.

Kern County
Superintendent of Schools

Office of Mary C. Barlow ...advocates for children

April 20, 2017

Tim Johnson, Board President
Sierra Sands Unified School District
113 W. Felspar Ave.
Ridgecrest, CA 93555

Dear Mr. Johnson;

We have received the District Analysis of the Proposed Collective Bargaining agreement with the district's **management association** from your administration in accordance with AB1200 (Statutes of 1991) and Government Code section 3547.5 which will be considered during the May 18, 2017 meeting of the Governing Board. The proposed agreement will be effective July 1, 2016 through June 30, 2017.

The fiscal impact of this ongoing agreement is to increase employee total compensation during 2016-17 by a total of $60,202 or 2.32%. Total compensation increases include salary schedule adjustments in the amount of $51,622 or 1.99% and increased statutory benefits cost of $8,580 or .33%.

Based on the latest approved budget and the proposed budget adjustments, the district does maintain the appropriate reserve for economic uncertainties in the general fund. School districts in California are advised to proceed carefully with all proposed increases in their expenditure plans due to the challenges resulting from the implementation of the LCFF. While the state is providing additional revenue for the first time in many years, its distribution is vastly different than it was under revenue limit funding. The large increase in gap funding in the past two years will lead to smaller year-over-year gap funding in the future. For some districts gap funding is less than the amount needed to cover STRS and PERS contribution rate increases, and that will likely be true for most if not all districts beginning in 2017-18. This, coupled with an uneven economic recovery, creates an environment of caution for school districts when considering bargaining agreements.

We hope this information proves useful to the Board in its deliberative process and we thank the administration for its submittal of the fiscal impact of the proposed agreement.

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools

Tina Foster

Tina Foster, District Fiscal Analyst
Division of Administration & Finance

TF:cl
c: Ernie Bell, Superintendent

Sierra Sands Unified School District

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5

Management

The proposed agreement covers the period beginning July 1, 2016 and ending June 30, 2017 and will be acted upon by the Governing Board at its meeting on May 18, 2017

Note:

1% salary increase =	$ 22,251	$22,767	$22,767
1% statutory benefit increase =	$ 3,698	$3,784	$3,784
1% Total Compensation increase =	$ 25,949	$26,551	$26,551

A. Proposed Change in Compensation - Fund 01 - General Fund

Compensation		Fiscal Impact of Proposed Agreement: Current Year 2016-17	Year 2 2017-18	Year 3 2018-19	Comments
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)	$ -	$ -	$ -	Step/Column previously included in budget
	Percent of Total Comp				
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	$ 51,622	$ 51,622	$ 51,622	On-schedule increases of 2.32% for 16-17. Amounts shown for 17-18 and 18-19 are reflective of impact of 16-17 increases to respective budgets.
	Percent of Total Comp	1.99%	1.94%	1.94%	
3. Other Compensation	Cost (+/-)	$ -	$ -	$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	$ 8,580	$ 8,580	$ 8,580	Associated with respective salary increases
	Percent of Total Comp	0.33%	0.32%	0.32%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	$ -	$ -	$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-5.	Cost (+/-)	$ 60,202	$ 60,202	$ 60,202	
	Percent of Total Comp	2.32%	2.27%	2.27%	
7. Total Number of Represented Employees		25	25	25	
8. Total Compensation Cost for Average Employee Increase/(Decrease)	Cost (+/-)	$ 2,408	$ 2,408	$ 2,408	
	Percent of Total Comp	2.32%	2.27%	2.27%	

B. Proposed Negotiated Changes in Non-Compensation Items

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.)

N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.)

N/A

E. Source of Funding for Proposed Agreement

General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	$	53,266,288
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	$	1,597,989

2. Unrestricted Fund Balance (After Impact of Proposed Agreement)

a. General Fund Unrestricted Reserve for Economic Uncertainties	$	2,663,314
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	$	90,000
c. General Fund Unrestricted Committed/Assigned Amounts	$	2,859,940
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	$	0
e. Total District Unrestricted Fund Balance	$	5,613,254

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes

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Impact Of Proposed Agreement On Current Year Operating Budget
Fund 01 - General Fund

Description	Column 1 Latest Board Approved Budget (2nd Interim)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	$ 40,397,235	$ -	$ -	$ 40,397,235
Remaining Revenues (8100-8799)	$ 12,594,879	$ -	$ -	$ 12,594,879
Total Revenues	$ 52,992,114	$ -	$ -	$ 52,992,114
Expenditures				
1000 Certificated Salaries	$ 20,434,877	$ -	$ 51,622	$ 20,486,499
2000 Classified Salaries	$ 7,141,675	$ -	$ -	$ 7,141,675
3000 Employees' Benefits	$ 13,476,734	$ -	$ 8,580	$ 13,485,314
4000 Books & Supplies	$ 4,173,732	$ -	$ -	$ 4,173,732
5000 Services & Operating Expenses	$ 5,226,311	$ -	$ -	$ 5,226,311
6000 Capital Outlay	$ 1,139,503	$ -	$ -	$ 1,139,503
7000 Other	$ 468,851	$ -	$ -	$ 468,851
Total Expenditures	$ 52,061,683	$ -	$ 60,202	$ 52,121,885
Operating Surplus (Deficit)	$ 930,431	$ -	$ (60,202)	$ 870,229
Other Sources and Transfers In	$ 136,275	$ -		$ 136,275
Other Uses and Transfers Out	$ 1,144,403	$ -	$ -	$ 1,144,403
Current Yr Incr/(Decr) In Fund Balance	$ (77,697)	$ -	$ (60,202)	$ (137,899)
Beginning Balance	$ 6,906,305	$ -	$ -	$ 6,906,305
Current-Year Ending Balance	$ 6,828,608	$ -	$ (60,202)	$ 6,768,406
Components of Ending Balance				
Nonspendable	$ 90,000	$ -		$ 90,000
Restricted	$ 1,155,152	$ -		$ 1,155,152
Committed	$ 2,923,152	$ -	$ (63,212)	$ 2,859,940
Assigned	$ -			$ -
Reserve for Economic Uncertainty	$ 2,660,304	$ -	$ 3,010	$ 2,663,314
Unassigned/Unappropriated	$ 0	$ -	$ (0)	$ 0

* If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Managment members, during the term of the agreement from July 1, 2015 to June 30, 2017.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	2016-17 Budget Adjustment Increase (Decrease)	2017-18 Budget Adjustment Increase (Decrease)
Revenues/Other financing Sources	$ -	$ -
Expenditures/Other Financing Uses	$ 60,202	$ 60,202
Ending Balance Increase (Decrease)	$ (60,202)	$ (60,202)

N/A ____ (no budget revisions necessary)

District Superintendent _____ Date _____

Chief Business Officer _____ Date _____

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summaries the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (Signature)	Date
Chief Financial Officer (Signature)	Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 16, 2016 took action to approve the proposed Agreement with the Management members.

President (or Clerk) of the Governing Board (Signature)	Date

8. PERSONNEL ADMINISTRATION

8.8 Declaration of Need for Fully Qualified Teachers for the 2017-18 School Year

BACKGROUND INFORMATION: The district continues to make an effort to decrease the number of teachers employed by the district who are not fully credentialed or are teaching out of their credentialed area. The declaration identifies the specific areas of anticipated need for fully qualified educators and certifies that there are insufficient numbers of certificated persons who meet the district's specified employment criteria for the identified areas of need. The district sees significant progress toward the goal of fully credentialed teachers in all district classrooms.

CURRENT CONSIDERATIONS: The laws governing credential waivers and emergency permits have authorized the Commission on Teacher Credentialing to approve requests to waive laws or regulations governing educator preparation and licensing. Submission of a Declaration of Need for Fully Qualified Educators by the employing agency is a prerequisite to the issuance of any emergency permit for that agency.

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

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt the Declaration of Need for Fully Qualified Educators for the 2017-18 school year as presented. Adoption of this declaration is a prerequisite to the issuance of any emergency permit in the specific areas of anticipated need for fully qualified educators.

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2017-2018

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

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

Name of County: Kern County CDS Code: 15

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05/18/2017 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

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

Ernest M Bell, Jr		Superintendent
Name	*Signature*	*Title*
760-375-1253	760-499-1600	05/19/2017
Fax Number	*Telephone Number*	*Date*

113 W Felspar Ave, Ridgecrest, CA 93555
Mailing Address

ebell@ssusd.org
EMail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	5
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	4
Teacher Librarian Services	1

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	5
Special Education	5
TOTAL	11

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

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

If no, explain. _____

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

If yes, how many interns do you expect to have this year? 7

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

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

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

_____

_____

8. PERSONNEL ADMINISTRATION

8.9 Adoption of Resolution #33 1617, Elimination of Certificated (1 FTE) Services

BACKGROUND INFORMATION: The district provides preschool services for students with an Individual Education Plan (IEP) that indicate need for early opportunity. Currently the district operates three pre-school classrooms based on student enrollment.

CURRENT CONSIDERATIONS: The district has closely analyzed the projections for preschool enrollment in 2017-18. Based upon these projections, the district will need the instructional services of only two classrooms. One certificated instructor position will not be required due to the closure of one preschool classroom.

FINANCIAL IMPLICATIONS: The district estimates that maintaining appropriate levels of instructional services, based on projected student enrollment, will have a neutral impact on budget costs associated with operating the preschool program.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #33 1617 eliminating 1 FTE certificated service, effective June 30, 2017, as presented.

BEFORE THE GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
COUNTY OF KERN, STATE OF CALIFORNIA

REDUCING OR ELIMINATING CERTAIN CERTIFICATED SERVICES FOR THE 2017-18 SCHOOL YEAR	))))	RESOLUTION #33 1617

WHEREAS, the Governing Board of the Sierra Sands Unified School District has determined that it shall be necessary to reduce or discontinue a particular kind of service of the District as itemized in Exhibit "A" at the close of the current school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2016-17 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in a particular kind of service;

NOW, THEREFORE, THE BOARD RESOLVES THAT:

Pursuant to Education Code sections 44955 and 44949, the Superintendent is directed to send appropriate notice to the employee whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

****

I CERTIFY that the above resolution, proposed by Trustee _____ and seconded by Trustee _____, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on May 18, 2017.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

DATED: _____

GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

_____
Ernest M. Bell, Jr.,
Secretary to the Board of Education

SIERRA SANDS UNIFIED SCHOOL DISTRICT

EXHIBIT A

LIST OF CERTIFICATED SERVICES BEING REDUCED OR ELIMINATED FOR THE 2017-2018 SCHOOL YEAR

SPECIAL EDUCATION

Services Being	**Net FTE**
Reduced or Eliminated	Reduced
Special Day Class - Preschool	1.00

NET REDUCTION DISTRICT WIDE:	**1.00 FTE**

FTE = Full-time equivalent

8. PERSONNEL ADMINISTRATION

8.10 Adoption of Resolution #34 1617, Elimination of Classified Services

BACKGROUND INFORMATION: The district provides preschool services for students with an Individual Education Plan (IEP) that indicate need for early opportunity. Currently the district operates three pre-school classrooms based on student enrollment.

CURRENT CONSIDERATIONS: The district has closely analyzed the projections for preschool enrollment in 2017-18. Based upon these projections, the district will need the paraprofessional support services of only two classrooms. Three paraprofessional positions will not be required due to the closure of one preschool classroom.

When the district eliminates a position and lays off employees for lack of work and/or lack of funds, the district must provide sixty (60) day notice to the classified employee prior to implementation of the layoff.

FINANCIAL IMPLICATIONS: The district estimates that maintaining appropriate levels of paraprofessional support services, based on projected student enrollment, will have a neutral impact on budget costs associated with operating the preschool program.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #34 1617 eliminating classified service, effective July 17, 2017, as presented.

BEFORE THE BOARD OF EDUCATION
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #34 1617
Elimination of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work, certain classified services now being provided by the district must be reduced or eliminated effective July 17, 2017;

NOW, THEREFORE, BE IT RESOLVED that as of the 18th day of May, 2017, the following positions be reduced or eliminated:

Preschool Paraprofessionals	Three 5.5 hour, eliminated (Gateway)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 18th of May, 2017 by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

_____
Ernest M. Bell, Jr.,
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.11 Adoption of Resolution #35 1617, Reduction of Classified Service

BACKGROUND INFORMATION: Food Service conducts a Meals Per Labor Hours (MPLH) analysis on an annual basis of meals served vs. hours required.

CURRENT CONSIDERATIONS: The result of the Food Service MPLH analysis showed low meals per labor hours ratio of 18.87 at Las Flores Elementary School. In comparison, the meals per labor hours ratio at Faller Elementary School are currently 42.3. As a result, one Food Service I position at Las Flores Elementary School should be reduced from 3 hours to 2 hours.

When the district reduces a position for lack of work and/or lack of funds, the district must provide sixty (60) day notice to the employee prior to implementation of the reduction.

FINANCIAL IMPLICATIONS: The district estimates that it may be able to save as much as $2,000 with the reduction of 1 hour to the Food Service I position at Las Flores Elementary School.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #35 1617 reducing a classified service position effective July 17, 2017, as presented.

BEFORE THE BOARD OF EDUCATION
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #35 1617
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work, certain classified services now being provided by the district must be reduced or eliminated effective July 17, 2017;

NOW, THEREFORE, BE IT RESOLVED that as of the 18th day of May, 2017, the following positions be reduced or eliminated:

Food Service I	One 3 - hour, reduced to 2 – hour (Las Flores)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 18th of May, 2017 by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

_____
Ernest M. Bell, Jr.,
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.12 Authorization of Confidential Classified Position: Human Resource Technician

BACKGROUND INFORMATION: The organizational functions of the Human Resources department have evolved to require specialized knowledge and judgment in the application of human resources, procedures, and systems. More than clerical duties and responsibilities, office support personnel must be able to skillfully and effectively:

- Interpret Human Resource policies to supervisors and employees.
- Analyze, interpret, and communicate district policies to administrators, employees and parents.
- Possess strong communication skills to interact with administrators, employees and community members.
- Respond to critical inquiries in a timely manner.
- Be well-organized and have excellent problem-solving abilities without regular supervisorial guidance.
- Support the duties of the Secretary to the Superintendent.

CURRENT CONSIDERATIONS: The attached job description reflects the current skills, experience, and analytical capabilities of the office personnel needed to effectively support the Human Resources department.

FINANCIAL IMPLICATIONS: The district is proposing to place the position of Human Resource Technician – Confidential at Range C-33 on the Confidential Salary Schedule. The pay range for Range C-33 is $15.75- $33.63.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the creation of a position entitled Human Resource Technician as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Job Description – Classified

Human Resource Technician - Confidential

SUPERVISED BY: Assistant Superintendent of Human Resources

BRIEF DESCRIPTION OF THE POSITION:

Under direction, performs a wide variety of technical, administrative, and advanced level clerical duties in support of the Human Resources department. This position requires specialized knowledge and judgment in the application of human resources, procedures, and systems. Interprets Human Resource policies to supervisors and employees as well as district policies to administrators, employees and parents. Possess strong communication skills to interact with administrators, employees and community members and respond to inquiries in a timely manner. Must be well-organized and have excellent problem-solving abilities. Position supports the duties of the Secretary to the Superintendent.

MAJOR DUTIES AND RESPONSIBILITIES:

- Review, analyze and make changes to district bargaining union contracts.
- Research and compile education and compliance regulations for school attorneys and administrators.
- Capable of skillfully offering first level response for intervention between the district administrators and parents and community members.
- As support to the Secretary to the Superintendent: Proof board packet, in her absence take minutes during a school board meeting, handle other responsibilities of this position as necessary.
- Update board policies and administrative regulations for district compliance and employment policies.
- Processes all NAWS base pass applications for employees and district vendors.
- Planning and implementing district events such as the Employee of the Year reception and Management Team Retreat.
- Planning, implementing and compiling materials for New Teacher Orientation, Certificated and Classified Substitute Workshops.
- Take dictation and transcribe from shorthand notes, with particular attention to accuracy and completeness.
- Compile information from various sources pertaining to the specialized operational area in conformance with State and Federal regulations and established District procedures and policies.
- Type correspondence, reports, etc., for the specialized operational area.
- Independently write, type, and distribute memoranda, bulletins, reports, and statistical data not requiring direct attention of supervisor.
- Set up and maintain all necessary files for all special projects, including the collection of data required for State and Federal applications, compliance, comparability, program reviews, evaluations, and final reports.
- Answer telephone, place calls, take messages, and screen calls.
- Communicate and exchange confidential information with other districts, agencies, and eligible individuals.

Human Resource Technician - Confidential

LICENSE OR CERTIFICATE REQUIRED: None

REQUIRED QUALIFICATIONS:

Knowledge of:

- Office procedures, methods, and equipment including computers and applicable software applications.
- Principles and procedures of record keeping.
- Basic clerical accounting functions.
- Principles and procedures of data entry.
- Principles and practices of proper phone etiquette and customer service.
- English usage, spelling, grammar and punctuation.
- Maintain and assist in the development of budgetary requests and records.
- Perform other related duties and responsibilities as directed by the Assistant Superintendent of Human Resources.

Ability to:

- Manage Human Resources office.
- Compose letters independently.
- Communicate effectively with officials, teachers, and other employees, as well as the public.
- Type accurately at a speed of not less than 60 words per minute.

Education:

High school graduate or equivalent.

Experience:

- Two years of clerical and stenographic training.
- Three years of responsible secretarial experience involving contact with the public.
- At least four years of experience in a Human Resources department.

Personal Qualifications:

- Ability to respect confidentiality and to work harmoniously with others.

LIST MACHINES, EQUIPMENT, OFFICE APPLIANCES, OR MOTOR VEHICLES EMPLOYEE IS REQUIRED TO USE IN THE PERFORMANCE OF THE JOB. INDICATE WHETHER USE IS OCCASIONAL, FREQUENT, OR CONSTANT.

- Computer
- Typewriter
- Copy machine
- Adding machine

Adopted: 5-18-2017

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following gifts were received: Marlene Tracey donated a radio with an estimated cash value of $150 to be used by the Burroughs High School drama department and Steven Felix donated several discuses with an estimated cash value of $170 to the Burroughs High School Track & Field Team.

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

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

9. GENERAL ADMINISTRATION

9.2 Approval of Revisions to the Adopted Board Meeting Calendar for the 2017-18 School Year

BACKGROUND INFORMATION: Board Bylaw 9320 states that regular meetings of the board be held on the first and third Thursday of each month or as designated on the board meeting calendar. During the 2010-11 school year, the board designated the third Thursday of every month as the regular meeting of the Board of Education with special meetings of the board scheduled as needed. In an effort to align with requirements to submit approved fiscal reports to the Kern County Superintendent of Schools for review on or before the 15th day of September, December, and March, meeting dates during those months have been designated as the first or second Thursday of the month. Meeting dates were revised as indicated to better accommodate the significant prep time for completion of these reports, but still within the prescribed parameters. The meetings are also designated by board bylaw to be held at 7:00 p.m. in the Ridgecrest City Council Chambers.

CURRENT CONSIDERATIONS: It is recommended that regular board meetings for the 2017-18 year be conducted on the following dates:

July 20, 2017	August 17, 2017
September 14, 2017-*REVISED*	October 19, 2017
November 16, 2017	December 14, 2017-*REVISED*
January 18, 2018	February 15, 2018
March 15, 2018-*REVISED*	April 19, 2018
May 17, 2018	June 21, 2018

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt the revised board meeting calendar for the 2017-18 school year as presented.

9. GENERAL ADMINISTRATION

9.3 Approval of Increase to Board Travel Budget

BACKGROUND INFORMATION: In April 2009, the board, in an effort to do their part in responding to the budget shortfall at the time, agreed by consensus to reduce their travel budget by a target amount of fifteen percent. Up to that point the board had expended approximately $22,000 per year for travel cost for the preceding three years. The reduction of the travel budget by fifteen percent reduced that amount to $18,700.

CURRENT CONSIDERATIONS: The board discussed the potential increase in its travel budget to $22,000 at the April 20, 2017 regular board meeting. The board travel budget is used for important professional development conferences, training, and networking.

FINANCIAL IMPLICATIONS: The board travel budget increase to the level of $22,000, up from $18,700, represents an increase of $3,300 annually.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends the board approve the increase in the travel budget to $22,000 as presented.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

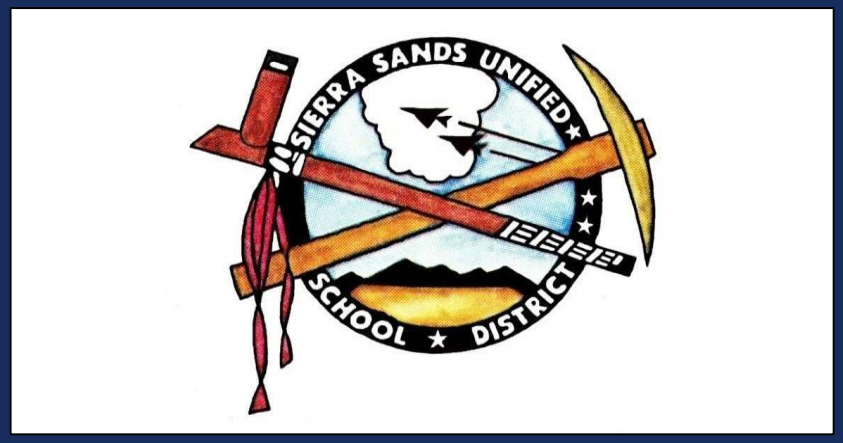
BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: The Burroughs Modernization and the construction of the new Murray Middle School are in progress. Mr. Steve Hubbard, Project Manager with Maas Co., will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

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

•4



Capital Projects Report

to the

Board of Trustees of the

Sierra Sands Unified School District

May 18, 2017

MAAS

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

May 2017

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Dave Hall
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	Colombo Construction Co

Fast Facts

Complete renovation of the permanent instructional spaces throughout the campus along with the addition of a new Administration Building to reorient the front of the campus to the southwest and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include refurbishment of all finishes, replacement of all existing HVAC and lighting system wiring, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- **Total Project Budget $35,882,362**
- **Project Square Footage (GSF) . . . . . 219,583 GSF (Rev.)**
- **Funding Source . . . . . 80% DOD, 20% District Funds**
- **Construction Mobilization. . . . . 2/17/16 (Complete)**
- **Targeted Completion . . . . . 12/31/17 (Originally 12/31/15; Grant Agreement Amended)**

Sustainable Features

Meets requirements of the National Environmental Policy Act

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

May 2017

CONSTRUCTION PHASE
Fast Financial Facts

- **Total Grant Project Budget $35,882,362**
  - **OEA Funds (80%). $28,720,507**
  - **Matching Funds (20%) . . . . . $ 7,161,855**
- **Construction Budget (OEA Grant) $27,617,145**
- **Reserve for Soft Costs/Fees @ 23% TPB. . . .$ 8,265,217**
- **Encumbrances To Date. $29,411,212**
- **Percent Complete of Project Cost 82.0%**
- **Percent Complete of Construction 64%**

Project Update

- **Kiln installation at Building G is in operation.**
- **New construction at Buildings D and L continues.**
- **Concessions/Restroom Building at the Athletic Field continues in progress.**
- **Electrical wiring, roof repairs and HVAC replacement at Gymnasium in progress.**
- **Athletic Field Lighting continues; completion now scheduled to be complete by Graduation.**
- **Contracts have been awarded for Phase 2 of the project and Notices to Proceed have been issued for June 5, 2017.**
- **Supplemental Funding to the Grant has been approved by OEA. Supplemental funding provides additional funding to pay for unforeseen conditions.**

MAAS

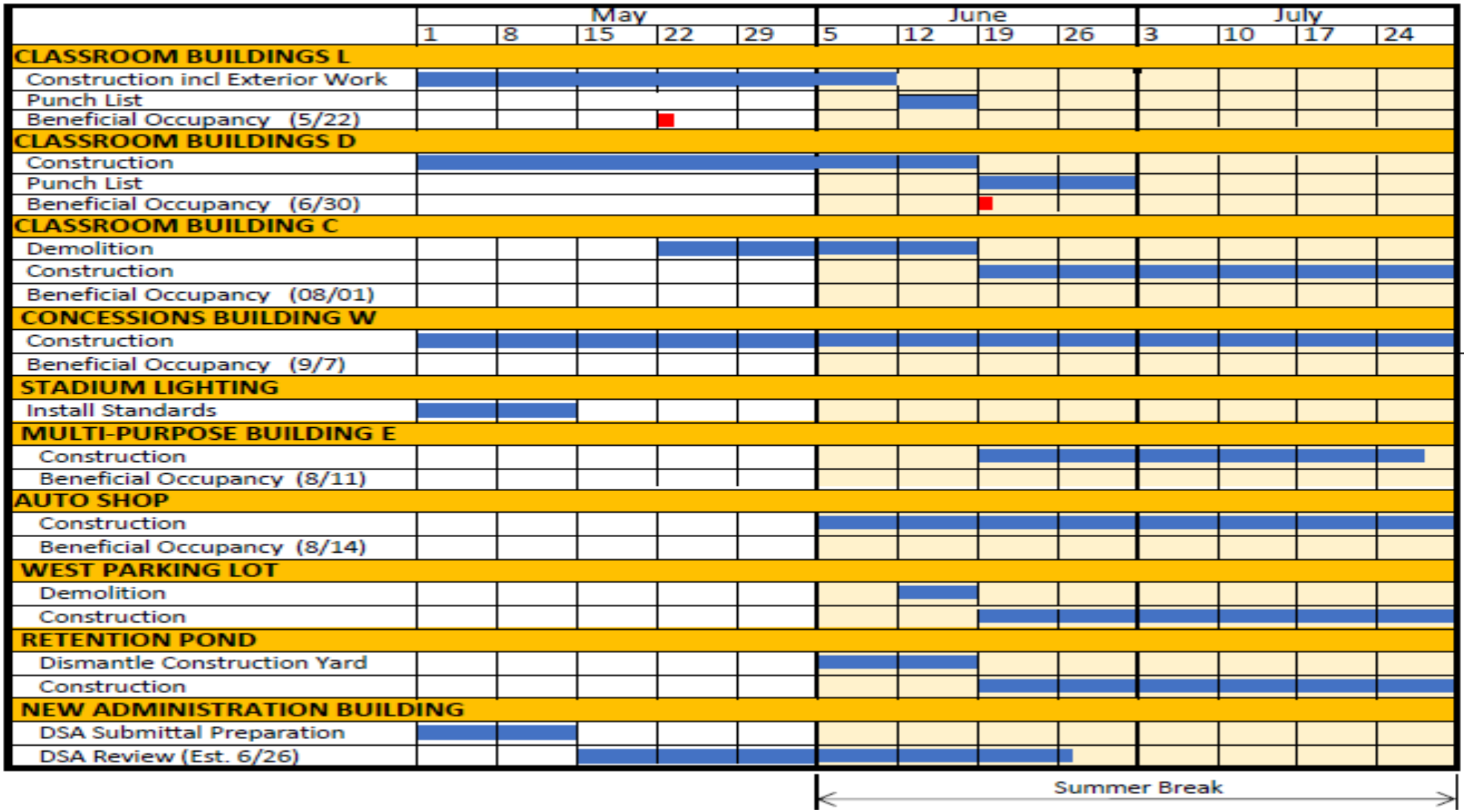
BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH - Revised

- Construction Start 03/28/16
- Projected Completion Dates – First Increment
    - Open Library 10/01/16
    - Open Building M (Classrooms) 01/03/17
    - Building G Additional Work (Arts + Pottery) 12/01/16
    - Girls Locker Room Opened for use 09/29/16
- Complete Construction in Building L 05/22/17
- Complete Construction Building C 08/01/17
- Commence Phase Two Site Work 06/05/17
- Complete Construction Building D 06/30/17
- Complete Phases One and Phase Two Site Work 07/31/17
- Complete New Admin Building 12/31/17

BURROUGHS HIGH SCHOOL

90 DAY LOOK AHEAD SCHEDULE



Construction of the New Concessions/Restroom Building continues

Progress on the New Exterior Plaster at the D and L Buildings

Progress on New HVAC and New Roof at the Gymnasium

Installation of New Lockers in L-Building

Installation of New Field Lighting to be Complete by Graduation

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

CONSTRUCTION PHASE – SITE UTILITIES

May 2017

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

Fast Facts

New construction of a complete middle school campus to house the students from the existing Murray Middle School including Classroom Buildings, Music and Art Building, Library, Gymnasium, Multi-purpose Room and Administration Building, along with playing fields and a central campus courtyard.

- **Total Project Budget $45,148,546**
- **Project Square Footage (GSF) . . . . . 67,896 GSF (Rev - originally 93,000 SF)**
- **Funding Source . . . . . 80% DOD, 20% District Funds**
- **Construction Mobilization. . . . . 1/8/16 (Complete)**
- **Targeted Completion . . . . 10/31/17 (originally 9/30/16 – Grant Amended)**

Sustainable Features

·**Meets requirements of the National Environmental Policy Act**

MAAS

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

May 2017

SITE UTILITIES AND GRADING PHASE

Fast Financial Facts

- **Total Grant Project Budget .. . . . . $ 45,148,546**
  - **OEA Funds (80%) . . . . . $ 36,481,145**
  - **SSUSD Matching Funds (20%) . . . . . $ 8,667,401**
- **Construction Budget (OEA Grant) . . . . . $ 36,021,755**
- **Demolition Allowance for Old Murray . . . . . $ 3,200,000**
- **Encumbrances To Date . . . . . .$ 38,568,914**
- **Percent Complete of Project Cost 85.4%**
- **Percent Complete of Construction 58%**

Project Update

- **Meehleis Modular Manufacturing Co. continues with construction of fit and finish for Classroom and Administration structures. Footings for Gymnasium in process.**

- **Construction Activities currently in progress.**
  - **Continuation of concrete curbs, gutters and roadways**
  - **Continuation of construction on the Athletic Fields**
  - **Preparation for Gymnasium erection**

- **Meehleis manufactured structures has completed production and delivery of Classroom modules ; Classroom Buildings C and D final fit and finish in progress; final fit and finish of Admin Building and Multi-Purpose Building continues**

- **Supplemental Funding to the Grant has been approved by OEA. Supplemental funding provides additional funding to pay for unforeseen conditions.**

.

MAAS

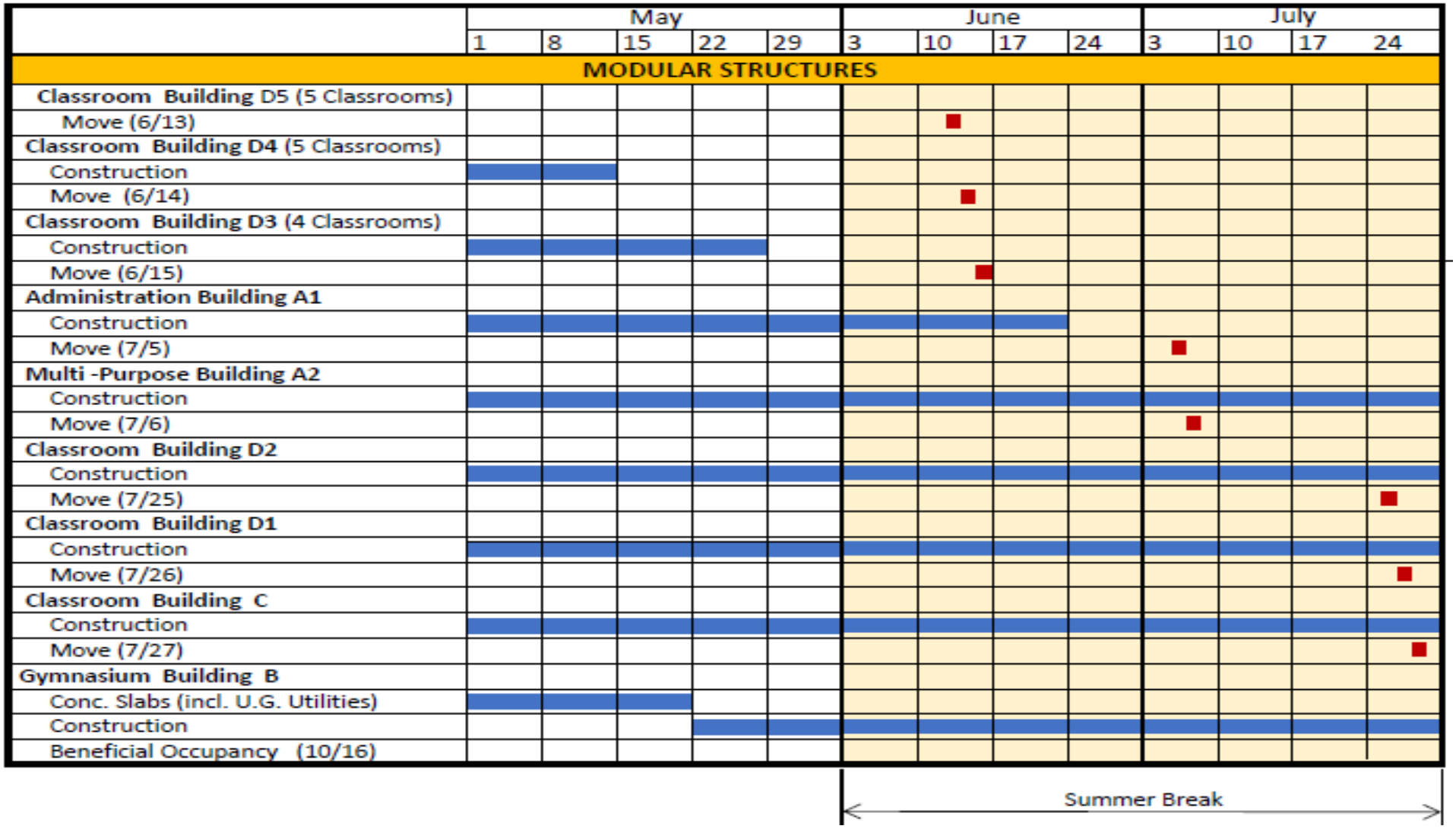
MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

• Commence fabrication of modular units	12/06/16
• Commencement of structure foundations	12/06/16
• Site concrete and paving	12/08/16 – 7/31/17
• Delivery and installation of classrooms	1/24/17 through 7/27/17
• Delivery and installation of Admin and MPR	3/20/17 through 7/06/17
• Delivery and installation of Gymnasium	5/22/17 through 10/16/17

MURRAY MIDDLE SCHOOL

90 DAY LOOK AHEAD SCHEDULE



Completing the Siding on the Admin Building and Multi-Purpose Building

Rebar cages have arrived and being installed for the Walkway Canopy foundations

Preparing to install ceiling tiles after completion of above ceiling work

Roofing the D Wing Classroom Building

Final Fit and Finish Being Installed in Multi-Purpose Building

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into Change Order #2 to the Agreement with Elite Landscape Construction, Inc. to Delete Decorative Rock Field at the New Murray Middle School Site

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-nine million dollars for the construction of a new Murray Middle School. Having received approval from the Division of the State Architect and the Sierra Sands Board of Trustees to commence construction of the project, prime trade contractors commenced construction on the site. As an element of the construction landscape irrigation, planting materials and installation commenced.

CURRENT CONSIDERATION: Subsequent to approval of the landscape contract, review of the documents revealed that the design included areas of large rock cobble as decorative rock landscaping. However, such cobble constitutes an attractive nuisance for middle school students and poses a danger to the students and staff. As a result, the documents were changed to delete the decorative rock fields and substitute compacted decomposed granite as a ground cover.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Elite Landscape Construction, Inc. to include the deductive change order amount as follows:

Elite Landscape Construction, Inc. - Base Contract:	$470,000.00
Previous Change Order	$ 23,160.00
Change Order #2	($ 52,872.99)
Total New Contract Amount	$440,287.01

Funding for this expense shall be 80% from the Murray Middle School DoD grant funds and 20% from district matching funds including Fund 35

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Change Order #2 to be included in the agreement with Elite Landscape Construction, Inc. for deletion of decorative rock field at the new Murray Middle School construction site.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	**2**
	Project Name: New Murray Middle School 200 E. Drummond Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	**May 18, 2017**
TO:	**ELITE LANDSCAPE CONSTRUCTION, INC.** 2972 Larkin Avenue Clovis, CA 93612	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	**210001** **A-03-116198** **Replace Decorative Cobble Field with Decomposed Granite**
	Bid Category: LANDSCAPE & IRRIGATION	**CONTRACT DATE:**	**January 21, 2016**
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#		COST
EXHIBIT A	PCO#	01	Proposal =	($124,485.69)
EXHIBIT B	PCO#	02	Proposal =	$71,612.70
			Total CO Amount:	**($52,872.99)**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	470,000.00
Net change by previously authorized Change Orders	$	23,160.00
The Contract Sum prior to this Change Order was	$	493,160.00
The Contract Sum will be increased (decreased) by this Change Order	$	(52,872.99)
The new Contract Sum including this Change Order will be	$	440,287.01
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: Rigoberto Arce (Name (Printed)) Rigoberto Arce (Signature) 5-05-17 (Date)

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	IBI Group, Inc.		5.3.17
Const. Mgt. Rep.:	Colombo Construction		5.3.17
Bond Planning PM:	Maas Companies		5/3/17
Inspector of Record:	Mike Sitts		5/3/17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibits "A" and "B"
Justification	C/3
Time Extension	0 Days

ADD/DEDUCT: $ (52,872.99)

TOTAL CHANGE ORDER AMOUNT: $ **(52,872.99)**

CODE LEGEND*

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of Change Order #4 to the Agreement with American Wrecking, Inc. for Unforeseen Selective Demolition at Buildings M, D, & L at Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. At the time of the original design, it was unforeseen that certain areas of existing construction would require demolition. However, during the course of construction, such areas became apparent and require work to move the project forward. Such work was not included in any of the prime trade contracts as bid and awarded. The work is necessary to complete the project.

CURRENT CONSIDERATIONS: In order to support the construction of certain unforeseen elements of the work by other trades, the Selective Demolition Prime Trade Contractor was asked to provide clean-up, demolition, and removal of various materials on site including saw cutting and removal of concrete and concrete masonry units where necessary, and removal of various areas of concrete slab on grade for installation of utilities. The district has proceeded to solicit and vet specific quotes from the relevant prime trade contractor, American Wrecking, Inc.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with American Wrecking, Inc. as follows:

American Wrecking, Inc. – Base Contract:	$ 577,700.00
Amount of previously approved change orders	$ 45,620.87
Total Change Order #4	$ 10,957.63
Total New Contract Amount	$ 634,278.50

Funding for this expense shall be 80% from the Burroughs High School DoD grant funds and 20% from district matching funds including Fund 14.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends that the board approve Change Order #4 to add the work described therein to the agreement with American Wrecking, Inc. for the proposed work for unforeseen selective demolition.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	4
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	**May 18, 2017**
TO:	**AMERICAN WRECKING, INC.** 2459 Lee Avenue South El Monte, CA 91733	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	**220001** **A-03-115512** **Unforseen Selective Demolition Buildings D & L**
	Bid Category: SELECTIVE DEMOLITION & ABATEMENT	**CONTRACT DATE:**	**March 4, 2016**
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR	#			COST
EXHIBIT A	Change Order Request	00081	Proposal =	$	2,783.56
EXHIBIT B	Change Order Request	00082	Proposal =	$	1,567.72
EXHIBIT C	Change Order Request	00083	Proposal =	$	1,874.70
EXHIBIT D	Change Order Request	00080	Proposal =	$	4,711.65
			Total CO Amount:		$10,957.63

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	577,700.00
Net change by previously authorized Change Orders	$	45,620.87
The Contract Sum prior to this Change Order was	$	623,320.87
The Contract Sum will be increased (decreased) by this Change Order		$10,957.63
The new Contract Sum including this Change Order will be	$	634,278.50
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: Domingo Pena (Name (Printed)) — Domingo Pena (Signature) — 4/27/2017 (Date)

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		5-3-17
Const. Mgt. Rep.:	Colombo Construction		5.3.17
Bond Planning PM:	Maas Companies		5/3/17
Inspector of Record:	Jeff Roberson		5.3.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibits A, B, C, & D
Justification	F/4
Time Extension	0 Days

ADD/DEDUCT:	$	10,957.63
TOTAL CHANGE ORDER AMOUNT:	$	10,957.63

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

10. CONSTRUCTION ADMINISTRATION

10.4 Approval of Change Order #3 to the Agreement with Hi Desert Construction to Increase Scope to Complete Interior Painting at Building D at Burroughs High School

BACKGROUND INFORMATION: In December of 2012, the district received a grant from the Department of Defense (DoD) - Office of Economic Adjustment (OEA) for approximately thirty-one million dollars for the modernization of the Sherman E. Burroughs High School (BHS). In response to that grant, the district initiated design and construction phase services to complete execution of the project. As part of the course of construction, there was a requirement for interior painting at Classroom Building D, due to the termination of the contract painter. This additional work was not included in any of the prime trade contracts as bid and awarded. The work is necessary to complete the project.

CURRENT CONSIDERATION: A necessary and urgent element of work, the interior painting of Classroom Building D is required to meet the schedule for opening school on time on August 14, 2017. Since there is currently no contract painter on the project, the prime trade contractor for General Facilities was requested to provide a price for the preparation and painting of Classroom Building D as a change order to its contract. The contractor's price for the work has been vetted by the Construction Manager, the Project Manager, and the Architect and found to be within the range of acceptable cost.

FINANCIAL IMPLICATIONS: Authorization is requested to amend the contract with Hi Desert Construction as follows:

Hi Desert Construction – General Facilities - Base Contract:	$ 1,162,187.00
Previous Change Orders	$ 55,566.19
Change Order #3	$ 40,908.03
Total new Contract Amount	$ 1,258,661.22

Funding for this expense shall be 80% from the DoD grant funds and 20% from the district matching funds including Fund 14.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve Change Order #3 to add the work described therein to the agreement with Hi Desert Construction for increased scope of construction for the Burroughs High School modernization project.

CHANGE ORDER

Distribution to:

☑ OWNER	☑ INSPECTOR
☑ ARCHITECT	☑ DSA
☑ CONTRACTOR	☐ CITY AGENCY
☑ FIELD	☑ OTHER

PROJECT:	Sierra Sands Unified School District	**CHANGE ORDER NO.:**	3
	Project Name: Burroughs High School Modernization 500 N. French Avenue Ridgecrest, CA 93555	**DATE OF ISSUANCE:**	**May 18, 2017**
TO:	**HI DESERT CONSTRUCTION** 310 FROST LANE RENO, NV 89511	**PROJECT NO.:** **DSA APPL. #** **CONTRACT FOR:**	**220001** **A--03-116206** **INTERIOR PAINT - BUILDING D**
	Bid Category: GENERAL FACILITIES	**CONTRACT DATE:**	**January 21, 2016**
		C-CONTRACT NO.:	

Action: ***Request the Board of Trustees approve the contract changes contained in the below referenced Exhibits.***

You are directed to make the following changes in this Contract:
Reference attached Change Order Item.

EXHIBIT	CONTRACTOR COR #		COST
EXHIBIT A	COR # 00110	Proposal =	$40,908.03
		Total CO Amount:	**$40,908.03**

Not valid until signed by the Owner, Architect and Contractor.
Signature of Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum was	$	1,162,187.00
Net change by previously authorized Change Orders	$	55,566.19
The Contract Sum prior to this Change Order was	$	1,217,753.19
The Contract Sum will be increased (decreased) by this Change Order	$	40,908.03
The new Contract Sum including this Change Order will be	$	1,258,661.22
The Contract Time will be changed by [0] Days.		0
The Date of Completion as of the date of this Change Order therefore is:		June 30, 2017

Contractor: HI DESERT CONST — Name (Printed) — Signature — 5/3/17 — Date

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend for your acceptance.

	Name (Printed)	Signature	Date
Architect:	RBB Architects, Inc.		5-3-17
Const. Mgt. Rep.:	Colombo Construction		5.3.17
Bond Planning PM:	Maas Companies		5/3/17
Inspector of Record:	Jeff Roberson		5.3.17
Owner:	Christina Giraldo Asst Supt Business + Support Svcs		

cc:

ITEM CO.:

Requested by:	District
Reference	Exhibit "A"
Justification	K/4
Time Extension	0 Days

ADD/DEDUCT: $ 40,908.03

TOTAL CHANGE ORDER AMOUNT: $ 40,908.03

CODE LEGEND*

A	SITE COST, UNFORESEEN FIELD CONDITION
B	SITE COST, ERROR AND/OR OMISSION
C	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
H	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted to avoid confusion with "1"

1	CONTRACTOR GENERATED
2	CONSTRUCTION MANAGER GENERATED
3	ARCHITECT/ENGINEER GENERATED
4	DISTRICT GENERATED
5	INSPECTOR OR AGENCY GENERATED

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrant

CURRENT CONSIDERATIONS: "A" and "B" warrants released in April 2017 are submitted for approval. "A" warrants totaled $2,561,522.76. "B" warrants totaled $4,250,951.63.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT'S RECOMMENDATION: Approve "A" and "B" warrants for April 2017 as presented.

This list represents the "A" and "B" warrants released in April 2017.
The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

Type of Payroll	Amount
End of month certificated	$1,770,960.38
End of month classified	$611,236.73
10th of month certificated	$98,658.79
10th of month classified	$80,666.86
15th of month certificated	$0.00
15th of month classified	$0.00
Total "A" Warrants	$2,561,522.76

"B" WARRANTS

Register Number	**Amount**
290	$212.09
292	$36,999.46
293	$271,978.57
294	$39,888.83
295	$95,904.40
296	$76,584.56
297	$9,409.21
298	$29,312.00
299	$14,213.00
300	FOOD SERVICE
301	$25,041.37
302	$10,492.68
303	$50,792.39
304	$2,775.00
305	$19,000.24
306	$283,815.72
307	$309,230.38
308	$14,587.30
309	$45,253.67
310	$143,916.99
311	$1,747.83
312	$23,832.86
313	$47,395.91
314	FOOD SERVICE
315	$21,491.23
316	$36,110.70
317	$36,468.52
318	$26,959.95
319	$778,167.35
320	$61,908.41

321		$1,577,562.50
322		MAY
323		$17,505.23
324		MAY
325		$8,567.47
326		$39,424.24
327		$57,844.60
328		$36,556.97
	Total "B" Warrants	$4,250,951.63

12. CONSENT CALENDAR

12.2 Approval of a Memorandum of Understanding (MOU) between Sierra Sands Unified School District (AVID Consortium Member) and Kern County Superintendent of Schools

BACKGROUND INFORMATION: Sierra Sands has been participating in the AVID program for the past five years with excellent results. It is currently implemented at three sites, Burroughs, Monroe, and Murray. AVID funding was eliminated in the final state budget in June 2013. This impacted the manner in which California schools fund this program.

CURRENT CONSIDERATIONS: In order to continue implementation of the AVID program, the Kern County Superintendent of Schools (KCSOS) created an AVID Consortium so that school districts could come together and share the cost of the Regional AVID Coordinator. Districts in the consortium collectively agreed to fund the cost of the AVID Coordinator through a Memorandum of Understanding (MOU).

FINANCIAL IMPLICATIONS: The MOU agreement is between Sierra Sands and the Kern County Superintendent of Schools (KCSOS). The district agrees that KCSOS may transfer $12,939.00 from the general fund, half on or after July 1, 2017 and the remaining funds on or after January 1, 2018 to support the Regional AVID Coordinator.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize the district to enter into a Memorandum of Understanding (MOU) with the Kern County Superintendent of Schools to pay its portion of the Regional AVID Coordinator position.

District # 95 KCSOS Agt # 18 - 0130

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

MEMORANDUM OF UNDERSTANDING
2017 - 2018

AVID CONSORTIUM
TRANSFER OF FUNDS
FOR AVID COORDINATOR

THIS AGREEMENT is entered into between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS (KCSOS)** and AVID Consortium member SIERRA SANDS UNIFIED SCHOOL DISTRICT **(District).**

In order to provide necessary funding for the AVID Coordinator Program, **District** hereby agrees that **KCSOS** may transfer **$12,939.00** from the account listed below. The entire amount may be transferred on or after July 1, 2017.

District Acct # 01-0000-0-5800.00-1110-1000-601-00-000-7090

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: Ernie Bell
Signatory Name: Ernie Bell
Title: District Superintendent
Address: 113 W. Felspar Ave
Ridgecrest, CA 93555

Date: 4/28/17

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: Debbie Riedmiller
Signatory Name: Debbie Riedmiller
Title: Chief Financial Operations Officer
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-741-0000-0-8677.00-0000-0000-0-0000-000

Date: 4/24/17

12. CONSENT CALENDAR

12.3 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Preschool Programs in 2017-18

BACKGROUND INFORMATION: Application was made to the California Department of Education by Sierra Sands Unified School District to establish a state preschool, located at Inyokern Elementary, in October 1998. Application was made in February 2005 to the California Department of Education by Sierra Sands Unified School District to expand the state preschool and serve students at Pierce Elementary. An additional application in 2008-2009 resulted in the creation of a state preschool at Faller Elementary. Sierra Sands has contracted with High Desert Leapin' Lizards, Inc. since 2005-2006 to operate the district's State Preschool programs. High Desert Leapin' Lizards has been operating since 1982 and is a Title 22 Center Based Day Care for School Age and Preschool Children. High Desert Leapin' Lizards is a California non-profit corporation.

CURRENT CONSIDERATIONS: Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required.

FINANCIAL IMPLICATIONS: Funding for the State Preschool is provided by the State of California through the CDE Child Development Services. The Maximum Reimbursable Amount (MRA) for 2016-17 was initially $517,875 and was decreased to $492,574 in June 2016. The anticipated Maximum Reimbursable Amount for 2017-18 is $477,431. A preschool program budget for 2017-18 is included in your packet for review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. for operation of a State Preschool program at Faller, Inyokern, and Pierce school sites for the 2017-18 school year as presented.

Preschool Budget 2017-2018

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	48	12	48	108
17-18 Anticipated Award Amounts				$ 477,431
Non-certified fees				$ 2,500
Allowable Administrative Fee 15%				$ 71,990
Contract minus Sub Agreement				$ 147,431
Maximum Indirect Cost: 5.93% for 17-18				$ 8,253
Advertising/Licensing (Part of Admin)				$ 1,500
Remaining Admin Costs				$ 62,236
SSUSD Admin Amt				$ 18,670
HDLL Admin Amt				$ 43,565
Direct Services to Students= 85%				$ 407,941

Budget Object	Description	Resp. Party	Budget
4300.00-0000-8200	Custodial Supplies	SSUSD	$ 4,000
4300.00-0001-1000	Instructional Supplies	SSUSD	$ 8,000
4300.00-0000-8110	Fuel	SSUSD	$ 150
4400.00-0000-8200	Custodial Equipment	SSUSD	$ 500
4400.00-0001-1000	Instructional Equipment	SSUSD	$ 4,000
5750.41-0001-1000	Print Shop	SSUSD	$ 200
5750.43-0001-1000	ERC	SSUSD	$ 60
5750.47-0000-8110	Garage	SSUSD	$ 700
5800.00-0001-1000	Food Service	SSUSD	$ 14,000
7439.00-0000-9100-300	Building - Faller Debt Service 17-18; 18-19; 19-20	SSUSD	$ 21,000
4300.00-0001-1000	Instructional Supplies	HDLL	$ 8,000
5100.00-0001-1000	Sub Agreement - Salaries/Benefits	HDLL	$ 330,000
5800.00-0001-1000	1st 25,000 of Sub agreement (subject to IDC)	HDLL	$ 25,000
5800.00-0001-1000	Staff Services - Prof Dev. & Fingerprint	HDLL	$ 3,000
			$ 407,941

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S
CHILD DEVELOPMENT PROGRAMS

This Agreement, effective July 1, 2017, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards Child Development Center, hereinafter the "PROVIDER."

RECITALS

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

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

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

   PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, Child Development Division. Finally,

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

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

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

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

A. Annual projected budget – due by May 15 for approval.
B. Annual projected calendar stating child days of operation – Due May 15 for approval.
C. Financial reports – Private provider's reports due bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
D. All line item budget revisions – due as requested, must be approved prior to change.
E. Attendance reports - due by the 10th of each month.
F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
G. Estimated final financial report – due July 5.

H. Final financial report for State – due July 31.
I. Agency Annual Report– due to CDE by June 1 annually.
J. Copy of Independent audit – due December 31 annually.

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

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

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

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

   Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports

purchased or prepared by the PROVIDER under this contract shall be disposed of according to the DISTRICT and the Child Development Division directives, and the PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

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

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

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 45 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and

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

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

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

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

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

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

13. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of $36,000. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less $3,600/month for 10 consecutive months. The PROVIDER will report all interest and parent fees earned if applicable.

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

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

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

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

    Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant/ earned contract amount. The PROVIDER will be allocated an administrative fee of 30% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2017-18 contract award. Adjustments to the administration fee may be made up to three times per year in response to reductions to the contract by the state, under-earning of the contract due to low student enrollment, or additional preschool contracts amounts received by the DISTRICT.

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

17. PROVIDER shall defend, hold harmless, and indemnify the DISTRICT and the State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or

expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, costs of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arises out of or results from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the PROVIDER, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

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

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

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

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

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

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

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

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

PROVIDER shall maintain limits of insurance no less than:

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

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

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

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

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

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

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

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

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

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

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

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

19. The term of this agreement shall be from July 1, 2017 to and including June 30, 2018.

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

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

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

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

PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

24. PROVIDER agrees that it will comply with all regulations and policies regarding the collection of Family Fees as outlined in Education Code (EC),

Section 8239(e) and amended EC, sections 263(g) and (h). Records will be kept of all funds received and individual income determinations made in respect to such fees. Funds and backup documents will be delivered to the DISTRICT on at least a monthly basis and will be maintained in a secure manner by the PROVIDER. The PROVIDER shall be responsible for the security of the fees until provided to the DISTRICT and will be responsible for reimbursing the DISTRICT for any losses of family fee funds.

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

    A. Increase in dollar amounts or rates.

    B. Administrative changes.

    C. Changes required by law or regulations.

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

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

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

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

	DISTRICT:		PROVIDER:
	_____		_____
Name	Ernest Bell	Name	
Title	Superintendent:		Title
			TAX ID Number_____

EXHIBIT A

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

EXHIBIT B

FUNDING PAGE

Program	**Sierra Sands Unified**	**State Preschool** Inyokern, Pierce, and Faller
Funding Amount	477,431	
Child Days of Enrollment-minimum	12,928	
Potential Enrollment	120 students	(24 X 5 sessions: Inyo AM, Pierce AM/PM, Faller AM/PM)
CDE Contract #	CSPP-4124	
CDE Project #	15-737-00-4	
Maximum Daily Rate	$38.10	
Minimum Days of Operation	180 days	

12. CONSENT CALENDAR

12.4 Approval of Agreement with High Desert Leapin' Lizards, Inc. for Operation of State Funded After School Education and Safety Programs at Faller, Inyokern, and Pierce Elementary Schools for the 2017-18 School Year

BACKGROUND INFORMATION: The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through ninth grade.

The ASES program must be aligned with the content but not be a repeat of the regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of an educational and literacy element that provides tutoring and/or homework assistance designed to help students meet state standards. In addition, an educational enrichment element must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program.

All staff members who directly supervise pupils must meet the minimum qualifications equivalent to an instructional aide in the school district. The program must maintain a pupil-to-staff member ratio of no more than 20 to 1. A nutritious snack is provided daily to students participating in the program. ASES grantees are required to operate programs a minimum of 15 hours per week and at least until 6:00 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year.

CURRENT CONSIDERATIONS: ASES programs began at Faller, Inyokern, and Pierce Elementary Schools on March 19, 2007. The 2017-18 programs will provide services for up to 84 students at Faller, 59 students at Inyokern, and 72 students at Pierce. Per program requirements, SSUSD must serve as the fiscal agent for the program, and the district wishes to continue the partnership agreement with High Desert Leapin' Lizards, Inc. (HDLL) to operate the ASES program. Annual board approval of the agreement between the Sierra Sands Unified School District and High Desert Leapin' Lizards, Inc. is required. This agreement will cover necessary expenses from July 1, 2017 through June 30, 2018. The advance fee continues to be $24,000 as it was during the last three years. Advance fees are paid back to the district by deducting one-tenth of the advance from payments to HDLL from September to June (Item 15, paragraph 1) each year.

FINANCIAL IMPLICATIONS: The After School Education and Safety Program funding is anticipated to be in the amount of $325,934.25 for the 2017-18 school year. This grant award reflects a reduction from the prior year due to low enrollment in the Inyokern program. High Desert Leapin' Lizards, Inc. will receive reimbursement for actual expenses and program costs for running the three after school programs and one before school program. The 2017-18 ASES program budget is provided in your packet for your review.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the agreement between Sierra Sands Unified School District and the High Desert Leapin' Lizards, Inc. for operation of three after school programs and one before school program at Faller, Inyokern, and Pierce school sites for the 2017-18 school year as presented.

EXHIBIT B- ASES Budget 2016-2017

SITES	Faller	Inyokern	Pierce	TOTAL
Average minimum # of student ADA to serve each day	84	64	72	220
15-16 Anticipated Award Amounts	$ 112,500.00	$ 78,815.25	$ 97,119.00	$ 288,434.25
Allowable Administrative Fee 15%				$ 43,265.00
Contract minus Sub Agreement				$ 73,390.29
Maximum Indirect Cost: 5.93% for 16-17				$ 4,108.42
Advertising (Part of Admin)				$ -
Remaining Admin Costs				$ 39,156.00
SSUSD Admin Amt				$ 19,578.00
HDLL Admin Amt				$ 19,578.00
Direct Services to Students= 85%				$ 245,169.25

Direct Services to Students			
Budget Object	**Description**	**Resp. Party**	**Budget**
1000/3000	Teacher Salaries/ benefits	SSUSD	$ -
4300/4400	Supplies/ Equipment	SSUSD	$ 5,000.00
5710	Direct Services (Printshop, ERC, etc)	SSUSD	$ 150.00
5800	Student food services/SSUSD Fd svc	SSUSD	$ 500.00
4300	Supplies	HDLL	$ 5,000.00
5100	Sub agreement-Salaries/benefits	HDLL	$ 215,043.96
5800	Travel	HDLL	$ 500.00
5800	1st $25,000 of sub agreement	HDLL	$ 25,000.00
5800	Staff Services- training, fingerprinting	HDLL	$ 1,500.00
			245169.25

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PARTICIPATION IN DISTRICT'S
AFTER SCHOOL EDUCATION & SAFETY (ASES) PROGRAMS

This Agreement, effective July 1, 2017, is made and entered into between Sierra Sands Unified School District, hereinafter the "DISTRICT," and High Desert Leapin' Lizards, Inc, hereinafter the "PROVIDER."

RECITALS

A. The DISTRICT desires to establish a program by which after school services are provided to eligible children and families pursuant to the After School Safety & Education Act, amended California Education Code Section 8482-8484.6., its implementing regulations, and the policies, rules, regulations, and guidelines adopted by the State Superintendent of Public Instruction, hereinafter referred to as the ACT;

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

C. The after school education and safety services (ASES) which are the subject of this Agreement, hereinafter referred to as the PROGRAM, are delivered in conjunction with the creation and operation of the After School programs located at Faller Elementary School, Inyokern Elementary School, and Pierce Elementary School,

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

E. The PROVIDER must administer the PROGRAM in accordance with the requirements of the ACT in order to receive such funding, including but not limited to auditing and reporting requirements (http://www.cde.ca.gov/ls/ba/as/ and Exhibit A);

F. The DISTRICT must comply with the requirements of the ACT in order for the PROGRAM to receive funding (http://www.cde.ca.gov/ls/ba/as/ and Exhibit A);

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

TERMS

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

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

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

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

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

2. PROVIDER agrees to administer the PROGRAM in strict accordance with the ACT's statutory and regulatory requirements, including but not limited to California Education Code Sections 8482-8484.6. PROVIDER hereby warrants that it is familiar with these requirements.

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

PROVIDER further agrees to comply with the pertinent directives of the California Department of Education, After School Education and Safety Department. Finally, the PROVIDER will comply with the policies of the

DISTRICT insofar as they may be reasonably applicable to the administration of the PROGRAM. The PROVIDER will support the applicant activities in Exhibit A.

All after school activities performed by the PROVIDER pursuant to this Agreement will strictly comply with the pertinent provisions of the California Education Code and its implementing regulations; the pertinent directives, if any, of the California Department of Education. In providing the agreed to after school activities, the PROVIDER agrees to not exceed its authorized budget. EXHIBIT B

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

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

A. Annual projected budget – due by May 15 for approval.
B. Annual projected calendar stating after school days of operation – Due May 15 for approval.
C. Financial reports – Private provider's invoice reports bimonthly; public provider's reports due quarterly (10th of October, January, April, and July).
D. All line item budget revisions – due as requested, must be approved prior to change.
E. Attendance reports – due twice yearly, January 10th and June 10th for entry into ASSIST
F. Property inventory form – due annually, within two weeks of receipt of inventory forms.
G. Final financial report – due July 10.
H. Evaluation Annual Report– assist DISTRICT with completion by September 15 annually.
I. Copy of Independent audit – due December 31 annually.

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

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

6. Subject to receipt of funds from the CDE After School Education and Safety Office, the DISTRICT agrees to reimburse the PROVIDER for authorized expenditures subject to the budget outlined in Exhibit B. The PROVIDER shall maintain such records and accounts including property, personnel, student attendance (including signatures and computerized records), and financial records as are deemed necessary by DISTRICT and the CDE After School Education and Safety Office, and will be retained for five years after expiration of this contract unless permission to destroy them is granted by both the DISTRICT and the CDE After School Education and Safety Office.

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

   Upon termination the DISTRICT may require the PROVIDER to ensure that adequate arrangements have been made for transfer of the granted activities to another PROVIDER or to the DISTRICT. In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the PROVIDER under this contract shall be

disposed of according to the DISTRICT and the CDE After School Education and Safety Office directives, and the PROVIDER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the contract by the PROVIDER for the purpose of setoff until such times as the exact amount of damages due the DISTRICT from the PROVIDER is agreed or otherwise determined. Final payment of the contract will be withheld until recovery of property is made by the DISTRICT.

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

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

PROVIDER shall submit to the DISTRICT a staff list of individuals employed, contracted, and/or otherwise hired by PROVIDER and all current licenses, credentials, permits, and/or other documents which entitle the holders to provide services. PROVIDER shall notify DISTRICT in writing within 30 days when personnel changes occur which may affect the provision of services to DISTRICT students.

PROVIDER shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. PROVIDER shall comply with the requirements of California Education Code Sections 35021 et seq., 49406, and

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

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

9. PROVIDER agencies receiving funds from the DISTRICT must establish a separate bank account for monies to be used to defray authorized reimbursable costs. All transactions into and out of the ASES bank account shall be clearly indicated through detailed ledger entries. The PROVIDER shall require two signatures on payment vouchers (checks), one to be a counter signature. A certificate of insurance shall be maintained in equal or greater values as those indicated in item 13, and shall be provided to the DISTRICT verifying the PROVIDER coverage. Further, such certificate of insurance shall not be canceled without 30 days' prior written notice to the DISTRICT.

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

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

Travel and per diem expenses are reimbursable only at rates that do not exceed the rates paid to the California Department of Education's nonrepresented employees computed in accordance with State Department of

Personnel Administration Regulations, Title 2, California Code of Regulations, Subchapter 1.

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

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

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

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

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

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

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

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

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

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

PROVIDER shall maintain limits of insurance no less than:

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

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

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

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

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

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

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

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

(ii) For any claims related to the services, PROVIDER's insurance coverage shall be primary with respect to the DISTRICT/State of California, their governing board or elected officials, as applicable, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives. Any policy of insurance or self-insurance maintained

by the DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives is secondary and in excess of PROVIDER's insurance. PROVIDER's insurance must be entirely exhausted before the secondary policy maintained by the DISTRICT may be called upon to contribute.

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

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

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

14. The term of this agreement shall be from July 1, 2017 to and including June 30, 2018.

15. Upon application by the PROVIDER in such form as the DISTRICT may designate, the DISTRICT will make payment immediately upon execution of this agreement the amount of $24,000 as an advance fee. The PROVIDER will be apportioned an amount equal to submitted expenditure reports submitted by required due dates in accordance with the provisions of Paragraph 4. C. of this Agreement less $2,400/month (September through June). The PROVIDER will report all interest and parent fees earned if applicable.

Combined administrative costs, including DISTRICT Indirect Cost Rate, by PROVIDER and the DISTRICT will not exceed 15 percent of the annual grant amount. The PROVIDER will be allocated an administrative fee of 50% of the allowable administrative fee after the district indirect cost rate has been deducted from the 2017-18 contract award.

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

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

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

    PROVIDER shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and are prohibited by the PROVIDER's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all sexual harassment complaints. PROVIDER further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

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

    A. Increase in dollar amounts or rates.

    B. Administrative changes.

    C. Changes required by law or regulations.

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

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

obligation to fund the financial obligations under this Agreement other than for the current fiscal year of the Agreement.

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

23. PROVIDER agrees to support the policies and procedures of the district including behavioral expectations and school rules.

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

DISTRICT:	PROVIDER:
_____	_____
BY:	BY:
	TAX ID Number_____
Ernest Bell	
Superintendent	Date _____
Date_____	

EXHIBIT A

Program requirements and regulations may be found at:
http://www.cde.ca.gov/ls/ba/as/

Compliance Program Monitoring Instruments related to ASES are located at:
http://www.cde.ca.gov/ta/cr/documents/basp201112d.pdf

Please refer to these two locations for current regulations affecting this agreement

12. CONSENT CALENDAR

12.5 Approval to Dispose of Obsolete Instructional Materials without Advertising

BACKGROUND INFORMATION: Administrative Regulations 3270, Sale and Disposal of Books, Equipment, and Supplies regulates the process for disposing of district equipment. AR 3270 states that the Governing Board may dispose of personal property belonging to the district if the board members attending a meeting unanimously agree that the property is worth no more than $2,500.00 Under these circumstances, the board may designate any district employee to sell the property without advertising. (Education Code 17546)

CURRENT CONSIDERATIONS: When the district adopts and purchases new instructional materials, the obsolete materials are collected and stored in the Textbook Depository. Textbook companies are contacted and any and all materials are sold to interested vendors. Funds received from the sale of obsolete instructional materials is deposited into the general fund and used to offset future instructional materials purchases. Textbook companies have been contacted regarding the purchase of obsolete instructional materials; due to lack of common core alignment, vendors expressed no interest in purchasing the materials. The district is requesting permission to dispose of the obsolete instructional materials without advertising.

FINANCIAL IMPLICATIONS: The estimated value of these obsolete instructional materials has been determined to be not more than $2,500.00.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board agree that the property is worth no more than $2,500.00 and designate district staff to sell or dispose of the property without advertising.