

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**AUGUST 16, 2018
Ridgecrest City Council Chambers
100 West California Avenue
*www.ssusd.org***

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Veronica Vander Werf, Student Member

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 regular meeting of July 19, 2018.

3. PROGRAMS AND PRESENTATIONS

- Recognition of Bill Farris for Years of Service as a Member of the Board of Education, Sierra Sands Unified School District

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- School Activities
- Back to School Night Schedule

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

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

5.6 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Memorandum of Understanding between MHN Government Services, Inc. and Sierra Sands Unified School District

6.2 Ridgecrest Charter School: Receipt of Charter Renewal Petition

7. POLICY DEVELOPMENT AND REVIEW

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

7.2 Approval of Revisions to Board Policy/Administrative Regulation 6200, Adult Education

7.3 Approval of Revisions to Administrative Regulation 3543, Transportation Safety and Emergencies

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

9. GENERAL ADMINISTRATION

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues
- 10.2 Approve a Purchase Order with PVC Plumbing & Mechanical, Inc. to Provide Construction of a Gas System in the Science Lab Classrooms at the New Murray Middle School
- 10.3 Approval of Contract with Famand Inc, (DBA Indoor Environmental Services (IES)) for Proposition 39 Energy Management and Reporting Services Associated with the SSUSD Energy Expenditure Plan (EEP) Execution

11. BUSINESS ADMINISTRATION

- 11.1 Approval of Contract with Sage Realty Group to Facilitate Sale of Rand Elementary School Property

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Request Authorization to Extend the Existing Contract with Mather Bros., Inc. for the Purchase of Dairy Products for the 2018-19 School Year
- 12.3 Agreement with the City of Ridgecrest for Onsite Police Services for the 2018-19 School Year

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 13, 2018.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: July 19, 2018
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by board vice-president Kurt Rockwell.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with Item 10.5 being removed from the regular meeting agenda and hearing the Inyo-Kern Schools Financing Authority agenda after Item 10.6 on the regular agenda.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of June 28, 2018 and the regular and special meetings of June 14, 2018 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

Board President Amy Castillo-Covert presented a video titled *FLISA: The Faces of Impact Aid* demonstrating the connection between students and Federal Impact Aid.

5.3 Superintendent's Report

Superintendent Ernie Bell announced that the 2018-19 academic calendar and Back-to-School Night schedules are available for viewing on the district website.

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

No report was given.

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

No report was given.

5.6 Communications from the public

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Contract #01 1819 with Youth Care of Utah for Provision of Educational Instruction, Room and Board, and Related Mental Health Services for June 19, 2018 through June 30, 2019

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

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

6.2 Ratification of Contracts with VocoVision

Motion passed to approve the contracts as presented. FARRIS/SCOTT

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

6.3 Approval of Contract with Terrio Physical Therapy-Fitness, Inc. for Services of a Certified Occupational Therapist Assistant

Motion passed to approve the contract as presented. SCOTT/FARRIS

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulation 5123 Promotion/Acceleration/Retention

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

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

7.2 Approval of Revisions to Board Policy 6162.5, Student Assessment

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

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

7.3 Approval of Revisions to Administrative Regulation 6161.11, Supplementary Instructional Materials

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

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

7.4 Presentation of Revisions to Board Policy/Administrative Regulation 3516, Emergencies and Disaster Preparedness Plan

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

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

7.5 Presentation of Revisions to Board Policy 3514.1, Hazardous Substances

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

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

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

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

8.3 Approval of Revised Classified Job Description: Paraprofessional I – Special Education

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

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

8.4 Approval of a New Classified Job Description: Paraprofessional II – Special Education

Motion passed to approve the job description as presented. JOHNSON/SCOTT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the following gifts: SquarePrint made a cash donation of \$170.00 to be used for special needs student equipment and John Morreale donated a 2002 GMC Envoy with an estimated cash value of \$3,500 to be used by the Burroughs High School auto shop.
ROCKWELL/JOHNSON

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

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

This item was presented for information purposes only. No action was taken.

- 9.3 Appointment of Student Member to the Board of Education for the 2018-19 School Year Fall Semester
-

Motion was made to appoint Veronica Vander Werf as the student board member for the 2018-19 fall semester. ROCKWELL/JOHNSON

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

- 9.4 Authorization for Board Member Travel to the California School Boards Association (CSBA) Annual Education Conference and Delegate Assembly Meeting
-

Motion was made to authorize the travel as presented. JOHNSON/ROCKWELL

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

10. CONSTRUCTION ADMINISTRATION

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

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

Burroughs High School: The flag plaza, site work, and woodshop construction are anticipated for completion in August 2018.

Murray Middle School: Additional ADA parking will be added to the visitor parking area with an anticipated completion in July 2018. Various punch list items are being completed. In August 2018 it will be decided whether the athletic field is acceptable to the district.

- 10.2 Approval to Enter into a Purchase Order Contract with Griffin Excavating, Inc. to Complete the Work – Site Concrete Walkways, ADA Ramp, and Flagpole Plaza – as a Part of the Burroughs High School Modernization Project
-

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

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

- 10.3 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to JDS Plumbing, Inc. to Provide Construction Services for the Site Utilities Bid Package in the Amount of \$184,998.00 which was Amended by Change Orders #1 through 13, Amounting to \$585,329.84 for a Total Final Contract Amount of \$770,327.84
-

Motion passed to approve the Notice of Completion as presented. JOHNSON/ROCKWELL

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

10.4 Notice of Completion of Contract – Burroughs High School Modernization Project – DSA Application Number 115512, Awarded to K&Z Cabinet, Co. to Provide Construction Services for the Casework Bid Package in the Amount of \$388,950.00 which was Amended by Change Orders #1 through 6, Amounting to \$41,966.80 for a Total Final Contract Amount of \$430,916.80

10.5 Notice of Completion of Contract – New Murray Middle School Project– DSA Application Number 116198, Awarded to Bravo Concrete for the Site Concrete Bid Package in the Amount of \$1,556,633.00, which was Amended by Change Orders #1 through 6 in the Amount of \$111,419.45 for a Total Final Contract Amount of \$1,668,052.45

Item 10.5 was removed from the agenda.

10.6 Notice of Completion of Contract – New Murray Middle School Project – DSA Application Number 116198, Awarded to T. Lindsay DBA Performance Electric for the Electrical Bid Package in the Amount of \$1,148,808.00, which was Not Amended by Any Change Orders for a Total Final Contract Amount of \$1,148,808.00

Motion passed to approve Items 10.4 and 10.6 as presented. ROCKWELL/SCOTT

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

President Castillo-Covert temporarily adjourned the Sierra Sands Unified School District board meeting at 7:47 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 7:48 p.m.

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

12.1 “A” & “B” Warrants

12.2 Approval of Professional Services Agreement with the Law Firm of Adams, Silva & McNally, LLP for Legal Services

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

12.4 Blanket Authorization to Utilize Cooperative Purchasing Contracts (Piggybacks), Multiple Award Schedules, and Other Approved California State Contracts for Fiscal Year 2018-19

12.5 Approval of Contract with Ridgecrest Regional Hospital for Services to Sierra Sands Special Education

12.6 Contract with Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students

12.7 Contract with Kern County Superintendent of Schools for Deaf and Hard of Hearing/ Audiological Itinerant Services for Special Education Students

Motion passed to approve Item 12.1 through 12.7 on the consent calendar as presented.
FARRIS/ROCKWELL

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 7:50 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Ernest M. Bell, Jr., Secretary to Board

Recorder: Diane Naslund

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Memorandum of Understanding between MHN Government Services, Inc. and Sierra Sands Unified School District

BACKGROUND INFORMATION: The Child and Youth Behavioral Military and Family Life Counseling (CYB-MFLC) Program contracts with MHN Government Service, Inc. to provide counseling support to staff, parents, and with parental consent, children in military Child and Youth Programs (CYP) located on or near the installations, Department of Defense Education Activity (DoDEA) schools, local education agencies (LEA), Child Development Centers (CDCs), Youth Centers, National Military Family Association (NMFA) Operation Purple Camps, and DoDEA Child and Youth Programs (CYP) Enrichment Programs that operate during the summer months to support summer school, camps, and summer child and youth programs DoD-wide. CYB-MFLC counselors provide non-medical counseling support to military children and youth up to age 18 in groups or individually, and provide support on topics including but not limited to identifying feelings, problem solving, bullying, conflict resolution, self-esteem, coping with deployment and reunification, transition and moving, sibling/parental relationships, managing anger, separation from parent(s), and divorce.

CURRENT CONSIDERATIONS: The NRSW School Liaison Officer (SLO), through a contract with MHN Government Services, Inc. is proposing to provide the services of four CYB counselors to five schools in Sierra Sands Unified School District. Richmond, Murray Middle School, and Burroughs High School were selected to receive these services based on the number of students whose parents are on active duty in the military or who are employed by the Department of Defense. Las Flores Elementary and James Monroe Middle School will share one counselor. Counselors assigned to the CYB-MFLC program at China Lake, must have a minimum of a master's degree or a doctorate in a mental health-related field, and hold a California independent license. CYB counselors have experience working in a school setting. Support is provided to DoDEA and LEA public schools during the academic school year. A CYB counselor will support and augment the counseling programs in place at the schools to which they are assigned. These counselors provide non-medical support to eligible faculty, staff, parents, and children for issues including, but not limited to, school adjustment, deployment and reunion adjustments, and parent-child communications. They may observe, participate and engage in activities with children and youth, provide coaching, guidance, and support to staff and parents and model behavior management techniques for staff and parents. Parents must acknowledge, in writing, the availability of CYB-MFLC support and whether or not their child may receive assistance by a CYB counselor. Civilian children are not eligible to receive counseling by the CYB on a one-to-one basis. If the non-military connected youth are in a group setting with military-connected youth, the CYB shall

support the group as a whole to include both the military-connected and nonmilitary-connected youth.

Participation in this program offers Sierra Sands Unified School District another way to collaborate in partnership with the Naval Air Weapons Station China Lake and to provide additional support to district students.

FINANCIAL IMPLICATIONS: There are no financial implications. These services will be provided at no cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Memorandum of Understanding between MHN Government Services, Inc. and the Sierra Sands Unified School District as presented.

**Memorandum of Understanding
between
MHN Government Services LLC
and the
Board of Education, Sierra Sands Unified School District**

This Memorandum of Understanding (MOU) sets forth guidelines to clarify the responsibilities of the Sierra Sands Unified School District (School District) or board of education and MHN Government Services LLC (MHNGS) with respect to child and youth behavioral (CYB) program services provided by MHNGS pursuant to its contract with the federal government to operate part of the Military & Family Life Counseling (MFLC) Program on behalf of the Department of Defense Contract No. 140D0418D0005 / Task Order 140D0418F0256 (the Contract).

- A. MHNGS desires to provide non-medical counseling support to certain students, their parents/families and faculty and staff of schools they attend (CYB Services) and the Sierra Sands Unified School District desires that MHNGS provide the CYB Services; and
- B. The parties desire to enter into this MOU to set forth their mutual understanding with respect to the terms and conditions under which CYB Services will be provided.

The parties agree as follows:

1. Scope of Services

- a. CYB (child, youth and behavioral) services will consist of non-medical, short-term problem resolution support for issues amenable to short-term resolution (e.g., school adjustment issues, military deployment and reunion adjustments, and parent-child communication) provided to students who (i) attend designated schools within the School District and (ii) have one or more parents who is an active duty member of the military or an activated member of the National Guard or Reserves.
- b. CYB Services may include any of the following, as appropriate:
 - Short-term non-medical counseling for children/parents/families
 - Psycho-educational/supportive group activities for parents, teachers, or students
 - Training presentations for teachers
 - Outreach to and psycho-educational presentations for parents/families
 - Training and support meetings for parents/families addressing developmental and behavioral needs and milestones and the impact of deployment/reintegration on children
 - Support to parents, teachers, and students for on-going management of personal issues
 - Support to individual students with academic challenges or adjustment problems
 - Consultation to teachers regarding improving child and youth social interactions, behavior and other student needs
 - Interaction with students/families during transition and social times
 - Problem solving with teachers and staff about how to engage/intervene with children displaying behavioral difficulties including bullying and self-esteem
 - Duties and responsibilities similar to those of any staff member, as assigned by the building principal, provided they do not conflict with the duties and responsibilities of the CYB counselor as outlined in this MOU, and that they are within the scope of our contract.

The parties may from time-to-time agree to the provision of other non-medical support services.

c. CYB services do not include:

- Psychotherapy
- Supervision of any child or group of children unless the CYB is accompanied by a certified employee. The CYB counselor should not be counted in the student-teacher ratio.
- Participation in any Special Needs Assessment Process (SNAP). The CYB counselor may be introduced as an additional resource and assist in coaching, guiding, and supporting behavioral interventions resulting from the SNAP.

d. CYB Services are provided without charge to School District, the student, or the student's family.

2. MHNGS Responsibilities

a. MHNGS will provide CYB Services to eligible parents/families, and students referred by School District.

b. MHNGS will designate a supervisor to act as liaison with School District to facilitate coordination of CYB Services with School District.

c. MHNGS will ensure that each counselor assigned to School District to provide CYB Services (CYB counselor) will meet or exceed the qualifications required under the Contract, including without limitation:

- Graduate degree in a mental health field and licensure as an independent practitioner in the mental health field.
- Valid, unrestricted counseling license.
- Experience working with children or youth.
- Successful processing of a criminal history background check and a FBI fingerprint check in accordance with California Education Code section 45125 .1. MHNGS shall, at its own cost, require all current CYB Counselors and other employees, and those who are hired during the term of this MOU, who may enter any District facility at a time when students are present to submit their fingerprints to the California Department of Justice in accordance with all applicable Department of Justice requirements. MHNGS shall also ensure and certify that, while performing services pursuant to the terms of this MOU, no CYB Counselor or other employee will come in contact with or be near any School District student until such time as the Department of Justice has confirmed that the employee has not been convicted of a felony as described in Education Code section 45122.1. MHNGS shall also provide the School District with a list of all employees who have successfully completed the Department of Justice background check process and may perform services under this MOU to the School District and update said list, as needed, from time-to-time.
- Completion of all trainings required by the Department of Defense to be completed before providing CYB Services.
- All CYB Counselors or other personnel working with the School District will provide a tuberculosis ("TB") certificate or clearance prior to commencing the services described in this MOU. MHNGS will ensure that no CYB Counselors or other employees will be placed at a school without a valid TB certificate on file showing the employee was examined and found to be free from infectious tuberculosis, as defined in Education Code Section 49406.

3. School District Responsibilities

a. School District will specify the dates and times of service delivery to be agreed upon by MHNGS and the School District.

b. School District will identify eligible faculty, staff, parents/families, and students with parental consent and make referrals to MHNGS for CYB Services.

- c. School District will demonstrate its support for and promote awareness of CYB Services within the designated schools and their communities through communications to teachers, staff, and families.
- d. School District will designate a point of contact with MHNGS, principals of the designated schools or their designees, and community contacts to support and coordinate the implementation of CYB.

4. CYB Counselor Responsibilities

- a. CYB counselors will ensure that parental consent is in place prior to conducting counseling with any child or youth.
- b. When providing CYB Services to one or more children or youth, CYB counselors will at all times remain in the line of sight of a child's parent, guardian, or School District personnel. "Line of sight," for purposes of this MOU, means that the counselor must at all times be either directly visible to a School District employee while providing services to a student, or that a School District employee could easily view the student during provision of services (i.e., no closed doors).
- c. Consistent with their licensing requirements, CYB Counselors have the independent duty to notify local city law enforcement personnel regarding all cases of suspected child abuse and/or neglect, and when duties to warn or protect arise, as may be required by state law and other applicable law, and as also required under the requirements of the MFLC Contract. MHNGS and School District agree that under this MOU, CYB Counselors are not providing services or working on behalf of the School District. Regardless, MHNGS agrees that all CYB Counselors will view a child abuse training program as selected and provided by School District within the first six (6) weeks of working with any students and on an annual basis thereafter. Otherwise, School District personnel will not be responsible for any CYB Counselor reporting duties that may arise during the course of the Services.

5. Compliance with Law and Policy

MHNGS personnel will comply with all applicable federal and state laws and, at all times while on School District premises, School District policies and regulations.

6. Term and Termination

The term of this MOU shall commence as of the last dated signature below and approval by the School District's Board of Education and shall continue through May 14, 2019, unless terminated earlier as described below. The term may be extended by written consent of the parties.

This MOU may be terminated at any time upon the mutual agreement of the parties; without cause upon five (5) business days prior written notice from either party to the other; or immediately upon MHNGS's written notice to School District that funding or tasking for these services is discontinued by the federal government. Notice shall be given as follows:

To MHNGS: Penny Eilders, Manager, Government Contracts, MHN Government Services LLC, 2025 Aerojet Road, Rancho Cordova, CA 95742, 916-294-4941, penny.x.eilders@healthnet.com

To School District: Ernest M. Bell, Jr., Superintendent, Sierra sands Unified School District, 113 W. Felspar Ave., Ridgecrest, CA 93555, 760-499-1600, superintendent@ssusd.org

7. Confidentiality

The parties agree that all information and records obtained in the course of providing services pursuant to this MOU shall be subject to confidentiality provisions of applicable federal and state law. CYB counselors will not have access to student educational records or personally identifiable information from such records and will not maintain its own, or on behalf of School District, records containing personally identifiable information learned in the course of providing CYB Services.

8. Indemnification

MHNGS agrees to defend, indemnify, and save free and harmless the School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against School District arising from, or alleged to have arisen from, any injury to or death of any person to the extent caused by the negligent act or omission of MHNGS, its officers, agents, and employees under this MOU.

School District agrees to defend, indemnify, and save free and harmless MHNGS and its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens which may be brought against MHNGS arising from any injury to or death of any person that occurs on School District property to the extent caused by the negligent act or omission of School District, its Board Members, employees, agents, and officers.

9. Insurance

- a. MHNGS will maintain insurance to protect MHNGS and School District from claims for damages for personal injury, including death, and damage to property, which may arise from MHNGS's performance under this MOU. In particular, so long as this MOU remains in effect, MHNGS will maintain in full force and effect the following insurance coverages:
 - Errors and omissions insurance with limits of liability of no less than Five Million Dollars (\$5,000,000) per claim and aggregate.
 - Automobile liability insurance (including owned and non-owned hired property damage) with limits of liability of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage on School District property.
 - Workers' Compensation insurance in an amount required by applicable law covering each MHNGS employee assigned to perform services under this MOU.

- b. School District acknowledges that MHNGS may provide CYB Services through the use of counselors contracted by MHNGS to perform such work as independent contractors. MHNGS shall require each subcontractor CYB counselor assigned to School District to maintain the following insurance coverage:
 - Professional liability insurance with limits of liability of no less than One Million Dollars (\$1,000,000) per claim and aggregate, including tail coverage for a period of no less than one (1) year must be provided whenever the policy is claims-made.
 - Automobile liability coverage in an amount no less than the minimum liability coverage required by applicable law.
 - Workers' Compensation insurance in an amount required by applicable law covering each employee of such CYB counselor who performs services in connection with the CYB Services.

10. Non-discrimination

MHNGS shall not unlawfully discriminate in the performance of any activities pursuant to this MOU on the basis of race or ethnicity, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, physical or mental disability, marital status or citizenship, gender, gender identity, gender expression, immigration status, or any other characteristic protected by law, including but not limited to those contained in the definition of hate crimes set forth in California Penal Code section 422.55.

11. Financial Responsibility

School District shall have no financial liability for any of the services rendered by MHNGS under the terms of this MOU, whether provided by a MHNGS employee or subcontractor.

12. Miscellaneous Provisions

- a. MHNGS understands that its services are not in any way affiliated with School Districts counseling programs and that no School District counseling resources will be diverted in any way to assist the CYB Services.
- b. CYB Counselors must clearly state prior to all counseling and/or training sessions with students and families that it is not acting as an agent or representative of School District in the provision of services to any School District student or family.
- c. School District reserves the right to terminate any program or activity conducted by CYB Counselors that causes undue disruption to the educational process.
- d. This MOU will not serve to create a principal/agent relationship, partnership, or joint venture between School District and MHNGS. Each party will retain control over its own employees and agents at all times.
- e. This MOU may not be amended or modified except in writing by the School District board of education or its designee and MHNGS's designated contact or designee.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below:

MHN Government Services LLC

Sierra Sands Unified School District



Penny Eilders
Manager, Government Contracts

NAME/TITLE

NAME/TITLE

Date: 31 July 2018

Date:

6. EDUCATIONAL ADMINISTRATION

6.2 Ridgecrest Charter School: Receipt of Charter Renewal Petition

BACKGROUND INFORMATION: Petitioners for the Ridgecrest Charter School submit a charter renewal petition to the Sierra Sands Unified School District (“District”) offices seeking to renew its charter for the term July 1, 2019 through June 30, 2023.

CURRENT CONSIDERATIONS: Education Code section 47607 provides that charter renewals are governed by the standards and criteria in Education Code section 47605. Education Code section 47605(b) sets forth the process and timeline for the consideration of a charter school petition.

To commence the statutory review period under Education Code section 47605(b), the Board of Education must receive the Ridgecrest Charter School charter renewal petition.

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT’S RECOMMENDATION: The Superintendent recommends that the Board of Education receive the Ridgecrest Charter School charter renewal petition in order to commence the statutory review period under Education Code section 47605(b).

7. POLICY DEVELOPMENT AND REVIEW

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

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

CURRENT CONSIDERATIONS: Board Policy 2210 was last updated by the district in 2011 and by CSBA in July 2018 to reflect updates in educational reform. It is appropriate at this time to update this policy to reflect CSBA recommendations.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of revisions to Board Policy 2210. The second reading will be at the September 13, 2018 board meeting.

Administrative Discretion Regarding Board Policy

The Governing Board desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or implementing district programs, situations may arise which may not be addressed in written policies. In such situations, or when immediate action is necessary to avoid any risk to the safety or security of students, staff, or district property or to prevent disruption of school operations, the Superintendent or designee shall have the authority to act on behalf of the district in a manner that is consistent with law and Board policies.

*(cf. 0000 - Vision)
 (cf. 0100 - Philosophy)
 (cf. 0200 - Goals for the School District)
 (cf. 0450 - Comprehensive Safety Plan)
 (cf. 0460 - Local Control and Accountability Plan)
 (cf. 2110 - Superintendent Responsibilities and Duties)
 (cf. 2121 - Superintendent's Contract)
 (cf. 3516.5 - Emergency Schedules)
 (cf. 9000 - Role of the Board)
 (cf. 9310 - Board Policies)*

As necessary, the Superintendent or designee shall consult with other district staff, including legal counsel and/or the chief business official, regarding the exercise of this authority.

Any exercise of administrative authority shall be nondiscriminatory and demonstrate the district's commitment to equity in district programs and activities.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
 (cf. 0415 - Equity)*

The Superintendent shall be accountable to the Board for all areas of operation under his/her authority. As appropriate, the Superintendent or designee shall notify the Board as soon as practicable after he/she exercises the authority granted under this policy. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

*(cf. 9320 - Meetings and Notices)
 (cf. 9322 - Agenda/Meeting Materials)*

~~Through the adoption of written policies, the Governing Board conveys its expectations for actions that will be taken in the district, clarifies roles and responsibilities of the Board and Superintendent, and communicates Board philosophy and direction. However, the Board recognizes that, at times, situations may arise in the operation of district schools or in the implementation of district programs that are not addressed in Board policy or administrative~~

Administrative Discretion Regarding Board Policy

~~regulation. When resolution of such a situation necessitates immediate action, the Superintendent or designee shall have the authority to act on behalf of the district.~~

~~If the situation or its resolution may affect the safety or security of students or staff members, involve a significant impact on student learning, or create a distraction within the school community, the Superintendent or designee shall notify the Board as soon as practicable after its occurrence. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.~~

~~The Board has determined that it is in the best interest of the district to utilize the categorical program flexibility authorized by Education Code 42605. In implementing the flexibility, the Superintendent, in accordance with Education Code 42605, may suspend any program or funding requirement reflected in any Board policy, administrative regulation, or other document designed for the operation of any Tier 3 categorical program to the extent that such suspension does not affect the terms of any existing district contract or bargaining agreement. As necessary, the Superintendent or designee shall consult with other district staff, including the legal counsel and/or the chief business official, regarding the district's exercise of this flexibility.~~

~~The Superintendent or designee shall regularly report to the Board regarding how the district is exercising the flexibility and whether the desired results are being achieved.~~

~~(cf. 0420—School Plans/Site Councils)
(cf. 0420.1—School-Based Program Coordination)
(cf. 1220—Citizen Advisory Committees)
(cf. 1312.4—Williams Uniform Complaint Procedures)
(cf. 3110—Transfer of Funds)
(cf. 3111—Deferred Maintenance Funds)
(cf. 4111—Recruitment and Selection)
(cf. 4112.2—Certification)
(cf. 4112.21—Interns)
(cf. 4113—Assignment)
(cf. 4117.14/4317.14—Postretirement Employment)
(cf. 4131—Staff Development)
(cf. 4131.1—Beginning Teacher Support/Induction)
(cf. 4138—Mentor Teachers)
(cf. 4139—Peer Assistance and Review)
(cf. 4231—Staff Development)
(cf. 4331—Staff Development)
(cf. 5123—Promotion/Acceleration/Retention)~~

Administrative Discretion Regarding Board Policy

- ~~(cf. 5136—Gangs)~~
- ~~(cf. 5141.32—Health Screening for School Entry)~~
- ~~(cf. 5145.6—Parental Notifications)~~
- ~~(cf. 5146—Married/Pregnant/Parenting Students)~~
- ~~(cf. 5147—Dropout Prevention)~~
- ~~(cf. 5148.1—Child Care Services for Parenting Students)~~
- ~~(cf. 5149—At Risk Students)~~
- ~~(cf. 6141.5—Advanced Placement)~~
- ~~(cf. 6142.6—Visual and Performing Arts Education)~~
- ~~(cf. 6142.91—Reading/Language Arts Instruction)~~
- ~~(cf. 6142.94—History/Social Science Instruction)~~
- ~~(cf. 6146.1—High School Graduation Requirements)~~
- ~~(cf. 6151—Class Size)~~
- ~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~
- ~~(cf. 6162.52—High School Exit Examination)~~
- ~~(cf. 6163.1—Library Media Centers)~~
- ~~(cf. 6164.2—Guidance/Counseling Services)~~
- ~~(cf. 6172—Gifted and Talented Student Program)~~
- ~~(cf. 6176—Weekend/Saturday Classes)~~
- ~~(cf. 6177—Summer School)~~
- ~~(cf. 6178—Career Technical Education)~~
- ~~(cf. 6178.2—Regional Occupational Center/Program)~~
- ~~(cf. 6179—Supplemental Instruction)~~
- ~~(cf. 6184—Continuation Education)~~
- ~~(cf. 6185—Community Day School)~~
- ~~(cf. 6200—Adult Education)~~
- ~~(cf. 7214—General Obligation Bonds)~~
- ~~(cf. 9323.2 - Actions by the Board)~~

Legal Reference:

EDUCATION CODE

- 35010 Control of district, prescription and enforcement of rules
- 35035 Powers and duties of superintendent
- 35160 Authority of governing boards
- 35161 Powers and duties; authority to delegate**
- ~~35160.5—Annual review of school district policies~~
- 35163 Official actions, minutes and journal
- ~~42605—Tier 3 categorical flexibility~~

Administrative Discretion Regarding Board Policy

Management Resources:

~~CSBA PUBLICATIONS~~

~~Policy Implications of Categorical Program Flexibility, Policy Advisory, November 2009~~

~~Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009~~

~~CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE~~

~~Fiscal Issues Relating to Budget Reductions and Flexibility Provisions, April 2009~~

~~WEB SITES~~

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

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

Policy
updated: ~~November 17, 2011~~ *August 16, 2018*

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Board Policy/Administrative Regulation 6200, Adult Education

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

CURRENT CONSIDERATIONS: Board Policy/Administrative Regulation 6200, Adult Education was last updated by the district in 1994 and by CSBA in 2016. Revisions reflect AB 104 (Ch. 13, Statutes of 2015) which established the Adult Education Block Grant to provide adult education services through a regional consortium as well as the addition of Education Code 84900-84920.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve revisions to Board Policy/Administrative Regulation 6200, Adult Education as presented.

Adult Education

The Governing Board believes that education is a lifelong process and that it is important for individuals to continuously develop new skills. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's adult education consortium shall be designated by the Board. (Education Code 84905)

(cf. 9140 - Board Representatives)

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4131 - Staff Development)

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513)

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

- 1. At least one term in the adult elementary program*
- 2. Overall eighth-grade placement on a recognized standardized achievement test*

Adult Education

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

(cf. 6142.7 - Physical Education and Activity)

(cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 - Accountability)

~~Enrollment of Minors in Classes for Adults~~

~~Classes for adults shall be designed to serve adults, and shall be attended primarily by adults. Qualified minors may be admitted upon the recommendation of the counselor or principal of their school of attendance, with the approval of the adult school principal, and the permission of their parents/guardians. A student who has passed the California High School Proficiency Examination shall be considered an adult for the purposes of this policy.~~

Legal Reference:

EDUCATION CODE

~~41505-41508 Pupil Retention Block Grant~~

~~51938 Parental excuse from sexual education or HIV/AIDS prevention education~~

8500-8538 Adult education

10200 CalWORKs education and job training plan

41975-41976.2 Adult education; authorized classes and courses

44260.2-44260.3 Credential requirements, designated subjects adult education credential

44865 Qualifications for home teachers and teachers in special classes

46190-46192 Adult school; days of attendance

46300.1-46300.4 Independent study

51040 Prescribed courses

51056 Adult education course of study

51225.3 Requirements for graduation

51241 Physical education exemptions

51246 Physical education exemptions

51730-51732 Elementary school special day and evening classes

51745-51749.6 Independent study

Adult Education

51810-51815 Community service classes
52500-52523 Adult schools
52530-52531 Use of hospitals
52540-52544 Adult English classes
52550-52556 Classes in citizenship
52570-52572 Disabled adults
52610-52616.24 Adult schools, finances
52651-52656 Immigrant Workforce Preparation Act
60410 Books for adult classes
84830 Adult education consortium
84900-84920 Adult Education Block Grant
WELFARE AND INSTITUTIONS CODE
11320-11329.5 CalWORKs, including education and job training
CODE OF REGULATIONS, TITLE 5
10501 Adult education
10508 Records and reports
10530-10534 Standards
80034 Teaching credentials, adult education
80034.5 Adult education, substitute teachers
80036-80036.4 Requirements for designated subjects adult education credential
80040.2-80040.2.7 Programs of personalized preparation for the designated subjects adult education teaching credentialing
UNITED STATES CODE, TITLE 20
2301-2415 Carl D. Perkins Career and Technical Education Act
UNITED STATES CODE, TITLE 29
3101-3255 Workforce Innovation and Opportunity Act
3271-3333 Adult Education and Family Literacy Act

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Adult Education Handbook for California, 2005

Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

California Council for Adult Education: <http://www.ccaestate.org>

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

*California Department of Industrial Relations, Division of Apprenticeship Standards:
<http://www.dir.ca.gov/das>*

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Comprehensive Adult Student Assessment Systems: <http://www.casas.org>

Instruction

BP 6200 (d)

Adult Education

Policy
adopted: ~~August 18, 1994~~ **August 16, 2018**

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

Adult Education*Enrollment*

With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. (Education Code 52610, 84901)

Programs and Courses

Adult education classes or courses shall offer instruction in one or more of the following: (Education Code 41976, 84913)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation

3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce

4. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school

5. Programs for adults with disabilities

6. Short-term career technical education programs with high employment potential

7. Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs

Adult Education

8. *Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting*
9. *English as a second language*
10. *Programs for older adults*
11. *Home economics*
12. *Health and safety education*

The Superintendent or designee shall annually submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

(cf. 6158 - Independent Study)

Participation in independent study shall be voluntary. (Education Code 51747)

Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation. (Education Code 46300.4)

An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)

Fees

No fee shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

Adult Education

1. *A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.*

2. *A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged. Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.*

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In some cases books may be obtained from the district at cost or may be obtained on loan with the payment of a refundable deposit. In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes. (Education Code 52615, 60410)

(cf. 3260 - Fees and Charges)

~~These procedures will allow qualified minors to enroll in classes for adults.~~

~~It will be the responsibility of the adult school principal to provide forms to district schools for the purpose of authorizing the enrollment of minors in classes for adults. The form will include:~~

- ~~1. Pertinent information about the student.~~
- ~~2. A statement of permission signed by the parent/guardian.~~
- ~~3. A statement of courses to be taken and the reason for enrollment signed by the school counselor.~~
- ~~4. The approval of the adult school principal.~~

~~The form will initiate with the school counselor. The student will then be responsible for its completion and approval prior to final enrollment in class.~~

~~The adult school principal shall be responsible for determining which classes are appropriate for minors and the number of minors who may be enrolled in each class.~~

Regulation

approved: ~~August 18, 1994~~ *August 16, 2018*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Administrative Regulation 3543 Transportation Safety and Emergencies

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

CURRENT CONSIDERATIONS: Administrative Regulation 3543 was last approved September 3, 1998. This policy has been updated and revised to reflect legal requirements and recent changes in laws.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve the revisions to Administrative Regulation 3543, Transportation Safety and Emergencies as presented.

Transportation Safety And Emergencies

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

Transportation Safety Plan

The Superintendent or designee shall develop a transportation safety plan to address student safety which includes all of the following: (Education Code 39831.3)

1. Procedures for determining if students in grades prekindergarten through 8 require escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112

(cf. 3542 - School Bus Drivers)

2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops

3. Procedures for boarding and exiting a school bus at a school or other trip destination

4. *Procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus.*

5. *Procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus*

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol. (Education Code 39831.3)

Safe Bus Operations

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips shall have the authority to discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

(cf. 3540 - Transportation)

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

Transportation Safety And Emergencies

(cf. 6118 - Weather-Related Schedules)

School buses and school student activity buses also shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that students be moved immediately to ensure their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization and has intent to commit a crime. (Code of Regulations, Title 13, Section 1256.5)

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. (Education Code 38056)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

Student Instruction

All students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety. (Education Code 38048)

1. Each school year, the Superintendent or designee shall provide appropriate instruction in safe riding practices and emergency evacuation drills. Each student who receives home-to-school transportation in a school bus shall be required to receive this instruction. (Code of Regulations, Title 5, Section 14102)

2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to: (Education Code 38048)

- a. Proper loading and unloading procedures, including escorting by the driver
- b. Proper passenger conduct

(cf. 5131.1 - Bus Conduct)

- c. Bus evacuation

Transportation Safety And Emergencies

d. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name
- b. School name and location
- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the California Highway Patrol.

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to: (Education Code 38048)

- a. Location of emergency exits
- b. Location and use of emergency equipment

This instruction also may include responsibilities of passengers seated next to an emergency exit.

Transportation Safety And Emergencies

Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a school bus or school activity bus. This information shall be provided upon registration and shall include: (Education Code 38048)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. School bus danger zone
5. Safety while walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

Legal Reference:

EDUCATION CODE

38045-38059 Transportation, school buses, especially:

38048 Student instruction in bus safety; notifications

38051 Excess of seating capacity

38056 Fire extinguisher on school buses

39831.3 Transportation safety plan

51202 Instruction in personal and public health and safety

VEHICLE CODE

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.6 School buses; reduced visibility

34508.5 Investigation of accidents

CODE OF REGULATIONS, TITLE 5

14102 Instruction in bus safety and evacuation

14103 Authority of the driver

CODE OF REGULATIONS, TITLE 13

1256.5 Notice warning against unauthorized entry on school buses

Regulation

approved: ~~September 3, 1998~~ *August 16, 2018*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Monica Adame
4th Grade – Faller
Effective 8-7-18

Melanie Arrieta
English – Murray
Effective 8-7-18

Taylor Backus
1st Grade – Faller
Effective 8-7-18

Alyssa Bloomberg
SDC – Burroughs
Effective 8-7-18

Bernadette Brunstedt
RSP – Monroe
Effective 8-7-18

Andrea Burgoyne
SDC – Murray
Effective 8-7-18

Kathleen Burns
SDC – Monroe
Effective 8-7-18

Jasmine Caoile
Counselor - Faller
Effective 8-3-18

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Jerome Chappelle
PE – Burroughs
Effective 8-7-18

Pamela Contreras
RSP- Burroughs
Effective 8-7-18

Sarah Davis
Counselor – Murray
Effective 8-3-81

Nathan De Jong
SDC – Pierce
Effective 8-7-18

Valerie Ebbay
Math – Burroughs
Effective 8-7-18

Rachel Escobar
Kindergarten – Pierce
Effective 8-7-18

Felicia Field
2nd/3rd Grade Combination – Richmond
Effective 8-7-18

Gina Furbeyre
4th Grade – Inyokern
Effective 8-7-18

Alice Grainger
Science – Monroe
Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Amber Grainger
Social Science – Murray
Effective 8-7-18

John Hill
Counselor – Gateway
Effective 8-3-18

Colleen Howell
TK/Kindergarten Combination – Inyokern
Effective 8-7-18

Savannah Huthmacher
Science – Murray
Effective 8-7-18

Brittney Kaufman
PE – Monroe
Effective 8-7-18

Jordan Kearby
English – Burroughs
Effective 8-7-18

Katie Lange
Transitional Kindergarten – Faller
Effective 8-7-18

Leslie Loy
Health – Burroughs
Effective 8-7-18

Jennifer Madsen
4th Grade – Gateway
Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Kimberly Mark
RSP –Burroughs
Effective 8-7-18

Thomas McNair
Industrial Arts – Burroughs
Effective 8-7-18

Desiree Melton
RSP – Monroe
Effective 8-7-18

Runda Mohamad-Osman
SDC Autism – Murray
Effective 8-7-18

Alexis Olige
4th Grade – Pierce
Effective 8-7-18

Soledad Park
5th Grade – Las Flores
Effective 8-7-18

Sarah Polen
1st Grade – Richmond
Effective 8-7-18

Gina Pruett
1st Grade – Pierce
Effective 8-7-18

Kristin Rethwill
Science – Monroe
Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Tracey Rowland
RSP – Inyokern
Effective 8-7-18

Kevin Self
Industrial Arts – Burroughs
Effective 8-7-18

Michelle Seymoure
Counselor – Burroughs/Monroe
Effective 8-3-18

Michael Smiley
SDC – Burroughs
Effective 8-7-18

Bree Smith
2nd Grade – Faller
Effective 8-7-18

Jazmine Stenger-Smith
Biology – Burroughs
Effective – 8-7-18

Landan Trigg
English – Monroe
Effective 8-7-18

Nichole Waeldin
SDC Life Skills – Monroe
Effective 8-7-18

Barbara Walls
English – Burroughs
Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Joel Whitcomb
5th Grade – Inyokern
Effective 8-7-18

Miranda Yard
SDC – Faller
Effective 8-7-18

8.14 CHANGE OF STATUS

Kaley Barlow
From 1st Grade – Richmond
To 4th Grade – Richmond
Effective 8-7-18

Alexandria Cloonan
From 5th Grade – Faller
To 4th Grade – Faller
Effective 8-7-18

Carolyn Hiatt
From Social Science/PE - Murray
To Teacher on Special Assignment - SELPA
Effective 8-7-18

Annie King
From 4th Grade – Faller
To 5th Grade – Faller
Effective 8-7-18

Donnie Meech
From Math – Mesquite
To Art – Murray
Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.14 CHANGE OF STATUS (continued)

Denise O'Connell
From 4th Grade – Gateway
To Math/Science – Mesquite
Effective 8-7-18

Heather Schusler
From Kindergarten – Pierce
To 4th Grade – Pierce
Effective 8-7-18

Bethany Smosna
From SDC Life Skills – Burroughs
To Teacher On Special Assignment – SELPA
Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Andrea Burgoyne
5 ½ hr. Paraprofessional – James Monroe
Effective 8-14-18

April Foster
1 ½ hr. Noon Duty Supervisor – Inyokern
Effective 8-1-18

Johnny Haw
8 hr. Head Custodian – Murray
Effective 8-20-18

David Hill
1 hr. Noon Duty Supervisor – Gateway
Effective 8-1-18

Nicole Hu
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 8-8-18

Nancy Saenz***
8 hr. Food Service Manager – Las Flores
Effective 8-14-18

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Sadie Brunstedt
5 ½ hr. Paraprofessional – Richmond
Effective 8-14-18

William Clayson
5 ½ hr. Paraprofessional – Murray
Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Adriana Ramirez-Garcia
5 ½ hr. Paraprofessional – Richmond
Effective 8-14-18

Kayla Guerrero
5 ½ hr. Paraprofessional – Burroughs
Effective 8-14-18

Angela Knicklebein
6 ¾ hr. Paraprofessional – Murray
Effective 8-14-18

Miriam Kolar
1 ¾ hr. Noon Duty Supervisor – Faller
Effective 8-14-18

Erika Wildermuth Kubischta
5 hr. AR Paraprofessional – Richmond
Effective 8-14-18

Riley Lafferty
5 ½ hr. Paraprofessional – Richmond
Effective 8-14-18

Stephanie Lovato
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 8-14-18

Amanda Lutu
5 ½ hr. Paraprofessional – Richmond
Effective 8-14-18

Kristal Ontievers
8 hr. Account Clerk III – Business Office
Effective 7-17-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Nichole Owens
1 ½ hr. Noon Duty Supervisor – Las Flores
Effective 8-14-18

Walter Patton
5 ½ hr. Paraprofessional – Burroughs
Effective 8-14-18

Karen Schortzmann
1 ½ hr. Noon Duty Supervisor – Las Flores
And ½ hr. Noon Duty Supervisor AM – Las Flores
Effective 8-14-18

Karen VanOstrand
1 hr. Noon Duty Supervisor – Gateway
Effective 8-14-18

Classified Substitutes for the 2018-19 School Year:

Avel Galvan
Rose Bojorquez
Kathleen Bush
Rosemarie Drouin
Devanne Fredette
Nancy Hernandez
Suganthi Jothikumar
Samuel Karakas
Caley Moore
Daniel Ortiz
Autumn Peach
Irma Sandoval
Nicole Smith
Sharmaine Stevenson
Lynn Warfield
Aleah Washington
Lacie Whitfield

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS

Melissa Armendariz
From: 5 ½ hr. Paraprofessional I – Pierce
To: 5 ½ hr. Paraprofessional II – Pierce
Effective 8-14-18

Eva Ashley
From: 5 ½ hr. Paraprofessional I – Richmond
To: 5 ½ hr. Paraprofessional II – Richmond
And 2 hr. Paraprofessional I – Pierce
To: 2 hr. Paraprofessional II – Pierce
Effective 8-14-18

Laura Avina
From: 5 ½ hr. Paraprofessional I – Richmond
To: 5 ½ hr. Paraprofessional II – Richmond
Effective 8-14-18

Lina Bartels
From: 6 hr. Librarian – Pierce
To: 8 hr. Librarian – Pierce
Effective 8-14-18

Dominique Begay
From: 5 ½ hr. Paraprofessional I – Burroughs
To: 5 ½ hr. Paraprofessional II – Burroughs
Effective 8-14-18

Joyce Booth
From: 5 ½ hr. Paraprofessional I – James Monroe
To: 5 ½ hr. Paraprofessional II – James Monroe
Effective 8-14-18

Sharon Brown
From: 5 ½ hr. Paraprofessional I – Burroughs
To: 5 ½ hr. Paraprofessional II – Burroughs
Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Melanie Christy

From: 5 ½ hr. Paraprofessional I – Burroughs

To: 5 ½ hr. Paraprofessional II – Burroughs

Effective 8-14-18

Karen Clayson

From: 5 ½ hr. Paraprofessional I – Gateway

To: 5 ½ hr. Paraprofessional II – Gateway

Effective 8-14-18

Cheryl Cooper

From: 6 ¼ Paraprofessional I – Murray

To: 6 ¼ Paraprofessional II – Murray

Effective 8-14-18

Brian Cosner

From: 6 ¾ hr. Paraprofessional I – Murray

To: 6 ¾ hr. Paraprofessional II – Burroughs

Effective 8-14-18

Gerzon Duag

From: 5 ½ hr. Paraprofessional I – Richmond

To: 5 ½ hr. Paraprofessional II – Richmond

Effective 8-14-18

Susan Ford

From: 6 ½ hr. Paraprofessional I – James Monroe

To: 6 ½ hr. Paraprofessional II – James Monroe

Effective 8-14-18

Cynthia Fox

From: 5 hr. Library Specialist Elementary – Inyokern

And 2 hr. Computer Paraprofessional - Inyokern

To: 8 hr. Library Specialist Elementary – Inyokern

Effective 8-7-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Vanessa Jaeger

From: 6 ½ hr. Paraprofessional I – James Monroe

To: 6 ½ hr. Paraprofessional II – James Monroe

Effective 8-14-18

Sandra Jasso

From: 5 ½ hr. Paraprofessional I – Burroughs

To: 5 ½ hr. Paraprofessional II – Burroughs

Effective 8-14-18

Jennifer Kleeger

From: 8 hr. Clerk II – Gateway

To: 8 hr. Clerk II – Las Flores

Effective 8-14-18

Janis Kunz

From: 5 ½ hr. Paraprofessional I – Richmond

To: 5 ½ hr. Paraprofessional II – Richmond

Effective 8-14-18

Michelle Lopez

From: 5 ½ hr. Paraprofessional I – Richmond

To: 2 hr. Noon Duty Supervisor – Faller

Effective 8-14-18

Amber Macklin

From: 5 hr. Paraprofessional I – Murray

To: 5 hr. Paraprofessional II – Murray

Effective 8-14-18

Courtney Marr

From: 6 ¾ hr. Paraprofessional I – Pierce

To: 6 ¾ hr. Paraprofessional II – Pierce

Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Netty Miller

From: 5 ½ hr. Paraprofessional I – Richmond

To: 5 ½ hr. Paraprofessional II – Richmond

Effective 8-14-18

Maria Morales

From: 5 ½ hr. Paraprofessional I – Gateway

To: 5 ½ hr. Paraprofessional II – Gateway

Effective 8-14-18

Miley Mower

From: 6 hr. Library Specialist Elementary – Gateway

To: 8 hr. Library Specialist Elementary – Gateway

Effective 8-14-18

Sylvia Payanes

From: 6 hr. Library Specialist Elementary – Faller

To: 8 hr. Library Specialist Elementary – Faller

Effective 8-14-18

Anastasia Ramos

From: 5 ½ hr. Paraprofessional I – Richmond

To: 5 ½ hr. Paraprofessional II – Richmond

Effective 8-14-18

Jamie Rodriguez

From: 6 ½ hr. Paraprofessional I – James Monroe

To: 6 ½ hr. Paraprofessional II – James Monroe

Effective 8-14-18

Tahmina Sardar

From: 6 ½ hr. Paraprofessional I – Murray

To: 5 ½ hr. Paraprofessional I – Burroughs

Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Melissa Schleben
From: 6 hr. Paraprofessional I – Burroughs
To: 6 hr. Paraprofessional II – Burroughs
Effective 8-14-18

Patrice Sealy
From: 6 hr. Paraprofessional I – Pierce
To: 6 hr. Paraprofessional II – Pierce
Effective 8-14-18

Christie Shermer
From: 5 ½ hr. Paraprofessional I – Murray
To: 5 ½ hr. Paraprofessional II – Murray
Effective 8-14-18

Kimberly Sorge
From: 1 ¾ hr. Clerk II – Richmond
To: 1 ½ hr. Noon Duty Supervisor – Gateway
Effective 8-14-18

Christian Speredelozzi
From: 6 hr. Library Specialist Elementary – Richmond
To: 8 hr. Library Specialist Elementary – Richmond
Effective 8-14-18

Cindy Stone
From: 2 hr. Noon Duty Supervisor – Faller
To: 1 ¾ hr. Noon Duty Supervisor – Pierce
And ½ hr. Noon Duty Supervisor – Pierce
Effective 8-14-18

Elena Talimalie-Woods
From: 5 ½ hr. Paraprofessional I – Gateway
To: 5 ½ hr. Paraprofessional II – Gateway
Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Robbie Tate

From: 5 ½ hr. Paraprofessional I – Pierce

To: 5 ½ hr. Warehouse Worker – Warehouse

Effective 7-16-18

Nicholas Towler

From: 7 ½ hr. Paraprofessional I – Pierce

To: 7 ½ hr. Paraprofessional II – Pierce

Effective 8-14-18

James Trigg

From: 6 ½ hr. Paraprofessional I – Burroughs

To: 6 ½ hr. Paraprofessional II – Burroughs

Effective 8-14-18

Martha Villa

From: 5 ½ hr. Paraprofessional I – Gateway

To: 5 ½ hr. Paraprofessional II – Gateway

Effective 8-14-18

Toni Welsh

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

To: 4 hr. Paraprofessional Student Supervisor – James Monroe

Effective 8-14-18

Wendy Werneking

From: 5 ½ hr. Paraprofessional I – James Monroe

To: 5 ½ hr. Paraprofessional II – James Monroe

Effective 8-14-18

Edward Wood

From: 6 ¼ hr. Paraprofessional I – Murray

To: 6 ¼ hr. Paraprofessional II – Murray

Effective 8-14-18

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Jacqueline Wuestenhofer

From: 5 ½ hr. Paraprofessional I – Richmond

To: 5 ½ hr. Paraprofessional II – Richmond

Effective 8-14-18

8. PERSONNEL ADMINISTRATION

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

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

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

- Short Term Staff Permit – Multiple Subject for Monica Adame, 4th Grade - Faller
- Variable Term Waiver – California Basic Skills Exam, Single Subject English Program and English Learners Authorization for Melanie Arrieta, English - Murray Middle School
- Provisional Intern Permit – Multiple Subject for Kaley Barlow, 4th Grade - Richmond Elementary
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Moderate/Severe Program and English Learners Authorization for Alyssa Bloomberg, SDC Autism – Burroughs High School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Bernadette Brunstedt, RSP – James Monroe Middle School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Andrea Burgoyne, SDC – Murray Middle School
- Provisional Intern Permit – Education Specialist Mild/Moderate for Pamela Contreras, RSP - Burroughs High School
- Provisional Intern Permit – Education Specialist Mild/Moderate for Nathan De Jong, SDC – Pierce Elementary School

- Variable Term Waiver – California Basic Skills, Multiple Subject Program and English Learners Authorization for Rachel Escobar, Kindergarten - Pierce Elementary School
- Provisional Intern Permit – Single Subject - Social Science for Amber Grainger, Social Science – Murray Middle School
- Provisional Intern Permit – Single Subject – Foundational Level Science for Savannah Huthmacher, Science – Murray Middle School
- Variable Term Waiver –California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Kimberly Mark, RSP – Burroughs High School
- Provisional Intern Permit - Education Specialist Mild/Moderate for Ferdows Khatib, RSP - Las Flores Elementary School
- Short Term Staff Permit – Multiple Subject for Jayme Kinard, 5th Grade – Pierce Elementary School
- Short Term Staff Permit – Multiple Subject for Kaley Leffler, 1st Grade – Gateway Elementary School
- Short Term Staff Permit – Education Specialist Moderate/Severe for Roberta Lee, SDC – Richmond Elementary School
- Short Term Staff Permit – Single Subject Spanish for Stephanie Loutas Kapeles, Spanish – Burroughs High School
- Short Term Staff Permit – Multiple Subject for Matthew Mann, 1st Grade – Pierce Elementary School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Desiree Melton, RSP – Murray Middle School
- Provisional Intern Permit – Education Specialist Mild/Moderate for Shannon Martinez, SDC – James Monroe Middle School
- Provisional Intern Permit – Multiple Subject for Julianne Marvin, TK-Kindergarten - Gateway Elementary School

- Provisional Intern Permit – Education Specialist Mild/Moderate Program for Runda Mohamad-Osman, SDC – Murray Middle School
- Provisional Intern Permit – Multiple Subject for Soledad Park, 5th Grade – Las Flores Elementary School
- Short Term Staff – Multiple Subject for Sarah Polen, 1st Grade – Richmond Elementary School
- Variable Term Waiver – California Basic Skills Exam, Single Subject – Foundational Level Science Program and English Learners Authorization for Kristin Rethwill, Science – James Monroe Middle School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Tracey Rowland, RSP – Inyokern Elementary School
- Short Term Permit – Education Specialist Mild/Moderate Program for Michael Smiley, SDC – Burroughs High School
- Variable Term Waiver – California Basic Skills Exam, Single Subject – Biology/Chemistry Program and English Learners Authorization for Jazmine Stenger-Smith, Biology/Chemistry – Burroughs High School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Moderate/Severe Program and English Learners Authorization for Elizabeth Strother, SDC – Richmond Elementary School
- Short Term Staff Permit – Education Specialist Moderate/Severe for Nichole Waeldin – SDC Life Skills – James Monroe Middle School
- Variable Term Waiver – California Basic Skills, Multiple Subject Program and English Learners Authorization for Joel Whitcomb, 5th Grade - Inyokern Elementary School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Miranda Yard, SDC – Faller Elementary School

FINANCIAL IMPLICATIONS: None.

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

CURRENT CONSIDERATIONS: The Burroughs High School Modernization and the construction of the new Murray Middle School are in progress, as well as HVAC remediation projects. Ms. Pam Smith, Assistant Superintendent of Business Services, will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

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



Capital Projects Report

to the

Board of Trustees of the

Sierra Sands Unified School District

August 1, 2018

BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

August 2018

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



Fast Facts

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

- Total Grant Budget\$35,882,362
- Project Square Footage219,583 square feet
- Construction Mobilization..... 2/17/16
- Targeted Completion 12/31/18 (Originally 12/31/15; Grant Amendment Approved)

Sustainable Features

Meets requirements of the National Environmental Policy Act



BURROUGHS HIGH SCHOOL

PROJECT STATUS REPORT

August 2018

CONSTRUCTION PHASE

Total Project Budget	\$43,084,531
• OEA Funds (80%)	\$28,720,507
• SSUSD Matching Funds (20%)	\$ 7,161,855
• Projected Project Overrun (SSUSD 100%) ..	\$ 7,202,169
• Percent Complete of Construction99%

Project Update

- Completion of Wood Shop fire rating items in Building G nearing completion.
- New Administration Flag Court , canopies and pathways continue in construction
- Various Phase 1 and Phase 2 Punch List operations ongoing

REMAINING CONSTRUCTION thru CLOSEOUT SCHEDULE (8-weeks remaining)

August				September			
6	13	20	27	3	10	17	24

BLDG G - Wood Shop, G-4	
Construction 6/18 - 8/31 (11-wks)	
cut-in & frame exhaust roof pene	
frame blocking for guy wire supports	
install new paint booth & fire supp sys	
install exhaust fan, flue & flashing	
fab/install guy wire supports & wire	
install fire sprinklers	
re-install elec & new FA in paint rm	
explosionproof fixtures, pnt rm G-51	
paint booth & fire supp sys, test	
elec & FA sys, test	
install revised directories, elec panels	
cleanup	
punch list, work & final	
NEW ADMINISTRATION BUILDING	
flagpole foundations - conc & cure	
flagpole plaza - conc & cure	
wreck forms & backfill	
concrete corrective work, ADA ramp	completed 7/30
set flagpoles	

BURROUGHS HIGH SCHOOL

SCHEDULE: 12 MONTH - Revised

- Construction Start 03/28/16
- Projected Completion Dates – First Increment
 - Open Library 10/01/16
 - Open Building M (Classrooms) 01/03/17
 - Building G Additional Work (Arts + Pottery) 12/01/16
 - Girls Locker Room Opened for use 09/29/16
- Complete Construction in Building L 05/22/17
- Complete Construction Building C 07-01-18 REV
- Commence Phase Two Site Work 06-16-16 REV
- Complete Construction Building D 06/30/18 REV
- Complete Phases One and Phase Two Site Work 08/30/18 REV
- Complete New Admin Building and Canopies 07/31/18 REV
- Complete Wood Shop Revisions 08/30/18
- Complete Auto Shop Canopies 05/30/18

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
NOTICES OF COMPLETION (NOC)
Burroughs High School**

1	American Wrecking, Inc.	Selective Demolition and Abatement	\$835,987.67
2	Angeles Contractor, Inc.	General Trades	\$4,311,261.90
3	Best Contracting, Inc.	Foam Roofing	\$770,268.97
4	Bowman Asphalt, Inc.	Asphalt Paving	\$822,350.52
5	CG Chaney, Inc.	Acoustical Ceilings	\$157,403.93
6	Circulating Air	HVAC & Controls	\$2,840,473.00
7	Crew, Inc. - Phase I	Earthwork & Site Demolition	\$663,788.85
8	Crew, Inc. - Phase II	Earthwork & Site Demolition	\$1,494,093.84
9	Hi Desert Construction	Doors, Frames & Hardware	\$950,646.76
10	Hi Desert Construction	Drywall, Framing & Insulation	\$886,460.39
11	Hi Desert Construction	Auto Shop Relocation	\$433,638.98
12	Horizons Construction	Site Concrete	\$1,091,218.64
13	HPS Mechanical, Inc.	Site Utilities	\$347,578.86
14	JDS Plumbing and Mechanical	Site Utilities	\$770,327.84
15	K & Z Cabinet Co., Inc.	Cabinets & Finish Carpentry	\$430,916.80
16	Kamran & Co.	Food Services Equipment	\$73,000.00
17	Letner Roofing Co.	Built Up Roofing & Asphalt Shingles	\$547,522.00
18	Meehleis Modular Buildings, Inc.	New Administration	\$2,093,792.02
19	RB Sheet Metal, Inc.	Flashing, Sheet Metal & Metal Roofing	\$622,338.32
20	Siemens Industry	Building Automated System	\$64,285.00



New demising walls at Wood Shop/Auto Shop nearing completion



Entry canopies and Flag Court at New Admin Building remain in process



ADA entry walks at New Admin Building now complete

MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT CONSTRUCTION PHASE – SITE UTILITIES

August 2018



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

Fast Facts

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

- Total Project Budget \$45,148,546
- Project Square Footage (GSF) 67,896 GSF (Rev - originally 93,000 SF)
- Construction Mobilization. 1/8/16 (Complete)
- Targeted Completion 12/31/18 (originally 9/30/16 – Grant Amendment Approved)

Sustainable Features

·Meets requirements of the National Environmental Policy Act



MURRAY MIDDLE SCHOOL

PROJECT STATUS REPORT

August 2018

SITE UTILITIES AND GRADING PHASE

Fast Financial Facts

- Total Project Budget \$ 45,431,969
 - OEA Original Funds (80%) \$ 31,634,270
 - SSUSD Original Matching Funds (20%) \$ 7,908,568
 - OEA Supplemental Funds (86%) \$ 4,846,875
 - SSUSD Supplemental Matching Funds (14%) .. \$ 758,833
- Demolition Allowance for Old Murray \$ 3,200,000
- Percent Complete of Construction 99%

Project Update

- Construction Activities currently in progress.
 - Lunch Shelters complete
- Remaining work to be completed
 - Demolish Old Murray Structures
 - Install Lab Gas at Science Classrooms



MURRAY MIDDLE SCHOOL

SCHEDULE: 12 MONTH

- Commence fabrication of modular units 12/06/16
- Commencement of structure foundations 12/06/16
- Site concrete and paving 12/08/16 – 7/31/17
- Delivery and installation of classrooms 1/24/17 through 7/27/17
- Delivery and installation of Admin and MPR 3/20/17 through 7/06/17
- Delivery and installation of Gymnasium & Locker Rooms 5/22/17 through 11/20/17 REV
- Delivery and installation of Walkway Covers 7/31/17 through 9/21/17
- Start of Instruction 8-15-17
- Project Substantially Complete 11-30-17
- Soil Stabilization 6/15/18
- Resolve Track Infield Turf Maintenance In Process
- Install Sewer Meter In Process
- Demolish Old Murray Structures Summer and Fall 2018 REV

MURRAY MIDDLE SCHOOL

New Murray Middle School

Revised 7/31/18	July				August				September			
	9	16	23	30	6	13	20	27	3	10	17	24
cleanup												
punch list & work												
gas system, bid/board appr'l & start					rec'd 2- bids 7/25							

Old MMS - Demolition

NAWS / SSUSD legal description				
CBELOW - (e) water, sewer & elec mapping	PO	badging 7/18-31		
Cutting Edge (GC)	NOA 7/12			
Cutting Edge (GC)	NTP 7/30	Pre-Con 8/6		
Punch & complete 8/31				
NAWS acceptance				
Project Closeout				

MURRAY MIDDLE SCHOOL

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
NOTICES OF COMPLETION (NOC)
New Murray Middle School**

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



Lunch Shade Shelters now complete



New Visitor ADA Parking now complete



Contractor continues to maintain the Infield Turf

10. CONSTRUCTION ADMINISTRATION

10.2 Approve a Purchase Order with PVC Plumbing & Mechanical, Inc. to Provide Construction of a Gas System in the Science Lab Classrooms at the New Murray Middle School

BACKGROUND INFORMATION: In November of 2012, the district received a grant from the Department of Defense (DoD) Office of Economic Adjustment (OEA) of approximately thirty-nine million dollars for the construction of the new Murray Middle School. In response to that grant, the district initiated design and construction phase services to complete execution of the project.

CURRENT CONSIDERATIONS: While a laboratory gas system at the science classrooms was explicitly deleted by the district during the design phase of work, at the completion of construction, it became desired by the district to include such a system in the science classrooms. Since this work was not included in any of the prime trade contracts, it was necessary to solicit proposals to execute the work. As a result, the district obtained a scope of work and referenced existing material and installation specifications from the architect in order to request proposals and to award the work. Based on the architect's estimate of \$35,000, the district contacted several outside contractors to request proposals on an informal bidding basis. PVC Plumbing & Mechanical, Inc. was among the contractors to respond and provided the district with a proposal that was the lowest responsive bid to complete the work.

FINANCIAL IMPLICATIONS: Authorization is requested to compensate PVC Plumbing & Mechanical, Inc. as follows:

Total Cost of New Gas System: \$59,440.00

See attachments for detail. Funding for this expense shall be 100% district funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize district staff to issue a purchase order for PVC Plumbing & Mechanical, Inc. to provide the construction of a gas system in the science lab classrooms at the new Murray Middle School.

PVC PLUMBING & MECHANICAL, INC
 643 N CHINA LAKE BLVD STE A
 RIDGECREST, CA 93555

ESTIMATE

Date
7/25/2018

Name / Address

SIERRA SANDS UNIFIED SCHOOL DISTRICT
 113 W FELSPAR AVE
 RIDGECREST, CA 93555

Contact Person	Job Name

Description	Cost	Qty	Total
SSUSD-MURRAY MIDDLE SCHOOL - GAS SYSTEM IN SCIENCE LAB CLASSROOMS			
1) 2-INSTALL FLASHING AND MAKE WATER TIGHT			
2) 16-INSTALL GAS TURRET AND NEEDLE VALVES			
3) 2-INSTALL ISIMET SOLONOID VALVES WITH MANUAL SHUT-OFF			
4) 2-TAP INTO EXISTING ROOF TOP GAS MAINS AND RUN GAS LINES TO FOUR SCIENCE LAB TABLES. 4 EACH IN RM 42 AND RM 43			
5) 2-INSTALL 2 EACH ISIMET LA-1 CONTROLLER EMERGENCY GAS SHUT OFF			
6) 8-INSTALL GAS UTILITY POLES			
7) 8-INSTALL HANDLE LESS GAS SHUT OFF VALVES			
TOTAL PRICES	59,440.00		59,440.00
EXCLUSIONS: NO ELECTRICAL OF ANY KIND, UTILITY SHUT DOWNS, UTILITY START UPS, DRYWALL PATCHING, PAINTING AND PERMITS/FEEES OF ANY KIND			
NOTE: OVERTIME RATES AND PREVAILING WAGES INCLUDED IN THIS BID PRICE			
			\$59,440.00

(760) 446-3117
 (760) 446-7819 FAX
 LICENSE NO. 801369

Signature: _____

Signature _____

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of Contract with Famand Inc. (DBA Indoor Environmental Services (IES)) for Proposition 39 Energy Management and Reporting Services Associated with the SSUSD Energy Expenditure Plan (EEP) Execution

BACKGROUND INFORMATION: On March 9, 2017 the board approved the execution of a Proposition 39-funded EEP for SSUSD with IES. The EEP consists of 3 parts: 1) Construction associated with energy efficiency measures; 2) Energy Planning Reservation Information; and 3) Energy Management and Reporting. Although construction and energy planning have been completed, the contract specifying the agreement between the district and IES for Energy Management and Reporting was never approved.

CURRENT CONSIDERATIONS: Despite the fact that the contract for these services was never contractually agreed to, IES has performed management and reporting activities for the district. IES is owed for these services, and in the process of invoicing, became aware that the contract was never approved/executed. There are annual and final reports due to close out the project; IES has agreed to complete this reporting for the district.

FINANCIAL IMPLICATIONS: The amount agreed to in the original EEP for Energy Management and Reporting Services is \$18,500.00. This will be funded by the general unrestricted fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with IES for Energy Management and Reporting services associated with the district's Proposition 39 EEP.

**PROPOSAL/AGREEMENT TO PROVIDE
Prop 39 District Energy Reporting Services**

For

Sierra Sands Unified School District
113 West Felspar Ave. Ridgecrest, CA 93555

Ernest M Bell Jr.
Superintendent

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF AGREEMENT

Indoor Environmental Services (“IES”) is pleased to offer our assistance to Sierra Sands Unified School District (“District”). IES will assist the District with an IES Energy Manager to work with District personnel to aide in the energy reporting requirements for the District.

CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION

IES will utilize Prop 39 funding, if applicable, per the mandated requirements.

PROP 39 ENERGY REPORTING SERVICES

Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements below. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

ANNUAL PROGRESS REPORT

Submitted annually for all current or open projects:

- Amount spent to-date on energy manager and training services
- Amount spent to-date on all and each energy efficiency measure (EEM) on a per-site bases
- Estimated start and end date and written summary narrative of project status.
- DIR Project ID for all contractors on project (if applicable)

FINAL REPORT

Submitted 12-15 months after project completion:

Information per LEA or District:

- Amount spent to-date on energy manager and training services
- Supporting documents of project completion
 - Updated savings calculation or post-project energy saving report
 - Pictures of installed measures

Information per site:

- Project start and end date and written summary narrative of project status.
- Benchmarking:
 - All utility data usage and charges including on-site generation information
 - Updated Square footage of all sites
- Energy Efficiency Measure information:
 - Energy and cost saving information
 - Amount spent on each energy EEMs on a per-site bases
- DIR Project ID for all contractors on project (if applicable)

Per Code Guidelines and Regulations, IES will complete the Services as listed. IES will not perform additional services without prior District authorization.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks as requested by the District above and beyond this scope will be billable.
- IES will not perform additional services without prior authorization.

SCOPE EXCLUSION

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at District sites.
- Any and all system defects as a result of pre-existing condition.
- Overtime labor.
- Any and all other items not specified in this scope.

Services TERM Summary:

Services will be implemented for a term of 12 months:

Total Proposition 39 Energy Manager	
Energy Planning Activities	Funding
Energy Manager	\$ 18,500

Invoice will be submitted to the District upon signed agreement.

This agreement is between the District and Indoor Environmental Services.

Ernest M Bell Jr.
Superintendent

Stan Butts
Vice President, IES

Date

Date

TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Farnand, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
2. **Disclaimer of All Warranties.** IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for:
(i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract with Sage Realty Group to Facilitate Sale of Rand Elementary School Property

BACKGROUND INFORMATION: At the regular board meeting of April 20, 2017 the board approved the closure of Rand Elementary School and elimination of services, effective at the conclusion of the 2016-17 school year. At the regular board meeting of April 19, 2018, the board approved Resolution #1 1718 authorizing offer to sell/lease the Rand real property. The property was offered to public entities including Director of General Services, Regents of the University of California, Housing Authority of Kern County, County of Kern, City of Ridgecrest, and Trustees of the California State University. There were no public entities interested in the property. The district is now moving forward with the sale of the property.

CURRENT CONSIDERATIONS: Under current California Department of Education (CDE) regulations, school districts must sell property in an open bid environment at a school board meeting. This process does not maximize the price the district is likely to receive for the property. The district may waive the process and sell the property through a Request for Proposal (RFP) or a typical real-estate listing processes. Sage Realty Group are considered subject matter experts in the waiver process and the sale of school property. The terms of this contract would include preparing and obtaining approval from the CDE for a waiver, and developing the RFP for sale of the property. Sage Realty will also work with a local agent to manage the listing process.

FINANCIAL IMPLICATIONS: The estimated cost for Sage Realty Group to facilitate the waiver process, ensure approval by the CDE, and enlist the services of a local real estate broker for the sale of the property is \$16,500. This fee would come from the General Unrestricted Fund.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends the board approve the contract with Sage Realty Group for the waiver to enable the district to sell the Rand property at fair market value.

SCOPE OF WORK / AUTHORIZATION OF COSTS

Services Provided for:

Sierra Sands Unified School District (District)
 113 W. Felspar Ave.
 Ridgecrest, CA 93555

Authorized Representative:

Ernie Bell
 District Superintendent
 (760) 499-1600, superintendent@ssusd.org

Services Provided by:

Sage Realty Group Inc. (Consultant)
 2945 Townsgate Rd #200
 Westlake Village, CA 91361

Principal Consultant:

Dr. Joel Kirschenstein
 President
 (805) 497-8557, joel@sagerealtygroup.com

Project Duration: August 2018 – June 2019

Scope of Work: District Surplus Property & Waiver Process

- I. Research and review prior Advisory Committee Report (“Report”) and recommendation and review of appraisal.
- II. Prepare draft Waiver as supplement to report for submittal to CDE and State Board of Education to waive the formal bidding process as set forth in the Education Code.
- III. Assist with facilitating one meeting with Advisory Committee to comment on waiver request as required by CDE.
- IV. Prepare local District Board report to approve Waiver request.
- V. Prepare required information and attend state board hearing and represent District to approve waiver request.
- VI. Upon approval of Waiver by State Board, assist District with preparation of RFP.
- VII. Noticing and brokering potential sale transaction. Requires further discussions re: working with local broker. Percentage fee to be paid only if subject property is sold (not to exceed 5% of sales price). SRGI will adjust fee if a local broker is involved.

AGREED BUDGET / COMPENSATION AMOUNT:

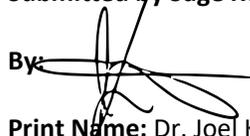
Estimated Fee*
Task I-VI: \$16,500.00 Task VII: TBD (Discounted fee to be paid only if property is sold)

*Note: Reimbursements for Direct Costs shall be invoiced in addition to the Estimated Fee.

Submitted by Sage Realty Group Inc.

Agreed and Accepted by Client:

By:



By:

Print Name: Dr. Joel Kirschenstein

Print Name: Ernie Bell

Title: President

Title: Superintendent

Date: 8/8/2018

Date:

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in July 2018 are submitted for approval. “A” warrants totaled \$884,566.36. “B” warrants totaled \$1,673,249.15.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for July 2018 as presented.

This list represents the "A" and "B" warrants released during the month of **July 2018**
 The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$205,410.58
End of month classified	\$319,581.03
10th of month certificated	\$215,083.15
10th of month classified	\$144,491.60
15th of month certificated	\$0.00
15th of month classified	\$0.00
Total "A" Warrants	\$884,566.36

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 1	\$ 25,608.86
Batch 2	\$ 18,365.57
Batch 3	\$ 49,545.10
Batch 4	\$ 99,971.50
Batch 5	\$ 270,119.89
Batch 6	\$ 109,154.11
Batch 8	\$ 15,260.60
Batch 9	\$ 71,906.60
Batch 10	\$ 30,671.03
Batch 11	\$ 21,854.31
Batch 12	\$ 302,255.93
Batch 13	\$ 3,230.97
Batch 14	\$ 464.67
Batch 15	\$ 82,205.11
Batch 16	\$ 53,287.49
Batch 17	\$ 85,101.82
Batch 18	\$ 46,533.67
Batch 20	\$ 73,170.97
Batch 21	\$ 8,012.56
Batch 22	\$ 32,284.50
Batch 24	\$ 131,689.23
Batch 25	\$ 8,071.55
Batch 27	\$ 37,578.10
Batch 28	\$ 91,905.01
Batch 29	\$ 5,000.00
Total "B" Warrants	\$ 1,673,249.15

12. CONSENT CALENDAR

12.2 Request Authorization to Extend the Existing Contract with Mather Bros, Inc. for the Purchase of Dairy Products for the 2018-19 School Year

BACKGROUND INFORMATION: A district board of education may approve to extend a contract for up to two years beyond the original contract ending date.

CURRENT CONSIDERATIONS: For more than 10 years when requesting bids for dairy products, Mather Bros. Inc. has remained the district's only responsive bidder.

Mather Bros, Inc. provided the district with dairy products for the 2017-18 school year. The services provided by this company are satisfactory and pricing is reasonable. Therefore, it is recommended that the contract be extended and services retained for an additional year. Mather Bros, Inc. has been contacted and is in agreement with the extension of the contract, pending board approval.

FINANCIAL IMPLICATIONS: Pricing will remain consistent with the agreement in place for the 2017-18 school year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended the board authorize the extension of the existing contract with Mather Bros, Inc. for the purchase of dairy products for the 2018-19 school year.

12. CONSENT CALENDAR

12.3 Agreement with the City of Ridgecrest for Onsite Police Services for the 2018-19 School Year

BACKGROUND INFORMATION: In December 1994, the superintendent of the Sierra Sands Unified School District began discussions with the school board regarding a program between the district and the City of Ridgecrest Police Department to assign a full-time officer to serve in the three Ridgecrest area secondary schools. In March 1995, a proposal was brought before both the Ridgecrest City Council and the Sierra Sands Board of Education to establish a cooperative for a trial period of 18 months by which a police officer would be almost exclusively assigned to the secondary schools located in Ridgecrest. The total expenses related to this assignment were to be equally shared by both agencies. The proposal was approved. The agreement has been renewed and extended on several occasions.

CURRENT CONSIDERATIONS: The School Resource Officer (SRO) program has proven itself to be an important part of the commitment of the Sierra Sands Unified School District and the City of Ridgecrest to keep campuses safe for district students. A grant enabled the district to add a second SRO in the 2014-15 school year. The SRO's work closely with the administration at all of our schools in providing law enforcement, proactive measures for student safety, student counseling, and law-related education. Continuation of this agreement will ensure that the collaboration between the Ridgecrest Police Department and the district and the positive interaction between the students of Sierra Sands Unified School District and law enforcement will be maintained. This partnership enables the district to meet state and federal mandates for community partnerships in maintaining safe and drug-free communities. Although grant monies have expired, through the LCAP Leadership Committee, there is broad stakeholder agreement and support for continuing to partner with the Ridgecrest Police Department in assigning two SRO's for duty in the 2018-19 school year. The enclosed contract agreement* provides a 50/50 funding model between RPD and SSUSD.

FINANCIAL IMPLICATIONS: The district agrees to pay one-half of the actual cost incurred by the city in employing the officers, which this year will be approximately \$150,000 to be funded with the district general safety funds.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the agreement with the City of Ridgecrest to provide onsite police services for the 2018-19 school year as presented.

*The agreement will be posted separately on August 16, 2018.