

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**February 20, 2020
Ridgecrest City Council Chambers
100 West California Avenue
Ridgecrest, CA 93555
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
Bill Farris, Vice President/Clerk
Tim Johnson
Kurt Rockwell
Michael Scott, President

Student Member, Miles May

Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE

1. **ADOPTION OF AGENDA**

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

2. **APPROVAL OF MINUTES** of the special meeting of February 5, 2020 and the special and regular meetings of January 16, 2020.

3. **PROGRAMS AND PRESENTATIONS**

- Presentation to Robert Walsh, president of Golden Queen Mining Co.
- Midyear LCAP Progress Report for 2019-20

4. PUBLIC HEARING

- 4.1 Public Hearing for Initial Sunshine Contract Proposal for 2020-21 from Chapter 188 of the California School Employees Association (CSEA) to the Board of Education
- 4.2 Public Hearing for Initial Sunshine Contract Proposal for 2020-21 from the Board of Education to the Desert Area Guidance Association (DAGA)

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update

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 Professional Learning Community (PLC) at Work Coaching Academy Professional Development Agreement with Solution Tree
- 6.2 Approval of Memorandum of Understanding between MHN Government Services LLC and Sierra Sands Unified School District

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of Revisions to Administrative Regulation 6174, Education for English Learners
- 7.2 Approval of Revisions to Administrative Regulation 4030, Nondiscrimination in Employment
- 7.3 Approval of Revisions to Board Policy/Administrative Regulation 5131.2, Bullying
- 7.4 First Reading of Board Policy 4033, Lactation Accommodation

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 Adoption of Resolution #22 1920, Authorization to Reassign Certificated Administrators to Other Administrative Positions for the 2020-21 School Year
 - 8.4 Approval of Non-reelection of Certificated Personnel with Less than a Preliminary Credential as a Result of a Decision of the California Fifth District Court of Appeals
 - 8.5 Waiver Request Enabling the District to Assign Individuals in Certificated Positions without Appropriate Credentials
 - 8.6 Adoption of Resolution #23 1920, Reducing or Eliminating Certificated Services for the 2020-21 School Year
 - 8.7 Presentation of Initial Sunshine Contract Proposal for 2020-21 from the Board of Education to Chapter 188 of the California School Employees Association (CSEA)
9. GENERAL ADMINISTRATION
- 9.1 Gifts to District
 - 9.2 Authorization for Board Member Travel to the Annual Winter School Trustees Dinner Meeting on February 24, 2020
 - 9.3 California School Boards Association (CSBA) Delegate Assembly Election
 - 9.4 Approval of School Safety Plans for 2019-20
10. CONSTRUCTION ADMINISTRATION
- 10.1 Report to the Board: Construction Activities and Issues
 - 10.2 Approval to Enter into an Agreement with Digital Networks Group, Inc. for Network and Audiovisual Equipment for 2 Relocatable Classrooms at Vieweg/Richmond Elementary School
 - 10.3 Approval to Enter into an Agreement with Metro Floors for Flooring for Sierra Vista Education Center C&I Room A
11. BUSINESS ADMINISTRATION
- 11.1 Approval of Agreement for Professional Services and Lease with Enterprise Fleet Management
12. CONSENT CALENDAR
- 12.1 Approval of A & B Warrants
 - 12.2 Approval of Recommendation for Expulsion, Expulsion Case #4 1920
 - 12.3 Approval of Recommendation for Expulsion, Expulsion Case #5 1920
 - 12.4 Approval of Recommendation for Expulsion, Expulsion Case #6 1920
 - 12.5 Approval of Recommendation for Expulsion, Expulsion Case #7 1920
 - 12.6 Adoption of Resolution #21 1920 Authorizing Board Member Compensation for Absence due to Military Reserve Duty (Johnson)

12.7 Approval of the 2020-21 AVID (Advancement Via Individual Determination) Implementation Contract

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be March 12, 2020.

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: February 5, 2020
TIME OF MEETING: 12:00 p.m.
PLACE OF MEETING: District Office
MEMBERS PRESENT: Farris, Johnson – telephonically from 13100 Dowell Rd., Dowell, MD, Rockwell, Scott
MEMBERS ABSENT: Castillo-Covert
STAFF PRESENT: Dave Ostash, Ed.D. Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CLOSED SESSION

2.1 Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Government Code Section
54956.9(d) (2)
Dispute concerning Special Education matter

The board took action to approve a settlement agreement to resolve a dispute concerning a Special Education matter. ROCKWELL/FARRIS

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

3. ADJOURNMENT was at 12:55 p.m.

THE BOARD OF EDUCATION

William Farris, Vice President/Clerk

Dave Ostash, Ed.D. Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: January 16, 2020
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
Student Member-May
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student board member Miles May.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted hearing Item 10.4 of the Concurrent Agenda following Item 10.3 and hearing the Inyo-Kern Schools Financing Authority (IKSFA) agenda following Item 11.2.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of December 17, 2019 and the regular and special meetings of December 12, 2019 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2020-21 from the Desert Area Guidance Association to the Board of Education

President Scott opened the public hearing at 7:06 p.m. Hearing no comments, public hearing was closed at 7:06 p.m.

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: The end of the first semester was filled with fun activities involving sports, music, drama, field trips, fundraisers, a variety show, a dance, and the annual Murray Spelling Bee. The second semester is starting off strong with a focus on reviewing the Mustang Way. Murray will host Pastries with Parents on January 31, 2020 where students and parents can enjoy donuts before school.

James Monroe Middle School: Teachers are starting the second semester off by reinforcing positive expectations and the school focus for this month is being on time class to class. To increase parent involvement opportunities, the art class is planning their first art show. Sports are underway and the PE departments are excited to support Junior Olympics to give all students the opportunity to learn, practice, and hone their skills at their chosen events.

Mesquite High School: Mesquite has had 13 graduates so far this year. The first “community” for the third quarter is planned where Star Students and Honor Roll students for the second quarter will be honored. The ASB is busy planning spirit days and the prom. They are also planning The Great Kindness Challenge where students will participate in small acts of kindness to positively impact the campus.

Burroughs High School: Basketball, soccer, and wrestling are all enjoying their league seasons. The ASB has activities planned to boost school spirit. Juniors have begun practicing for the CAASPP testing which will take place in the spring.

5.2 Reports from Members of the Board

Board member Castillo-Covert reported on the FLISA meeting she attended and the work session held in preparation for the March 2020 NAFIS meeting. She was asked to give the convocation at the March 2020 NAFIS general session in Washington, D.C.

5.3 Superintendent's Report

Superintendent Ostash reported enrollment is up approximately 52 students over this time last year with a total current enrollment of 5,135. Mr. Sigmund Csicsery, OEA project manager for the new Richmond School project toured several sites in the district. Dr. Ostash attended a meeting of the East Kern Economic Alliance which consists of public and private entities. The second of three LCAP consultation meetings was held and at the monthly county Superintendent’s Advisory Council he was able to share best practices for exiting out of the Differentiated Assistance program.

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

Eileen Poole, President of the Desert Area Teachers Association, reported that teachers don’t feel they have the tools to handle increasing student discipline problems. Smaller class sizes and a clear direction of roles would be beneficial but there is no simple solution.

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

No report was given.

5.6 Communications from the Public

No members of the public commented during this period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Sierra Sands Unified School District 2018-19 School Accountability Report Cards (SARCs)

Motion passed to approve the SARCs as presented. JOHNSON/CASTILLO-COVERT

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

6.2 Report to the Board Regarding Accountability Progress and the 2019 California School Dashboard Results

Assistant Superintendent of Curriculum & Instruction Michelle Savko reported on how the accountability system uses the Dashboard to report progress. She reviewed what is reported and how. This item was presented for informational purposes only. No action was taken.

6.3 Approval of School Plans for Student Achievement (SPSA)

Motion passed to approve the plans as presented. CASTILLO-COVERT/JOHNSON

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Board Policy 4119.24, 4219.24, 4319.24, Maintaining Appropriate Adult-Student Interactions

Motion passed to approve the board policy as presented. FARRIS/CASTILLO-COVERT

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

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

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

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

8.4 Adoption of Resolution #20 1920 National School Counseling Week

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

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

8.5 Presentation of Initial Sunshine Contract Proposal for 2020-21 from Chapter 188 of the California School Employees Association (CSEA) to the Board of Education

Motion passed to receive the proposal from CSEA presented to Assistant Superintendent of Human Resources Bryan Auld before the meeting. ROCKWELL/JOHNSON

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

8.6 Presentation of Initial Sunshine Contract Proposal for 2020-21 from the Board of Education to the Desert Area Guidance Association (DAGA)

Assistant Superintendent of Human Resources Bryan Auld presented the proposal to Briana Rivera, DAGA President.

8.7 Approval of Revised Job Description: Transportation Monitor

Motion passed to approve the revisions as presented. CASTILLO-COVERT/JOHNSON

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

8.8 Approval of Memorandum of Understanding and Agreement with the Desert Area Teachers Association (DATA) Regarding Salary

Motion passed to approve the MOU and agreement as presented.
CASTILLO-COVERT/FARRIS

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

9. GENERAL ADMINISTRATION

9.1 Gifts to District

Motion passed to accept the following gift: Mark Pierce made a donation of a trumpet with an estimated cash value of \$100 and Cathy Mattis made a donation of a trumpet with an estimated cash value of \$100. Both donations will be used by the Murray Middle School band.
FARRIS/CASTILLO-COVERT

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 only. No action was taken.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

Sierra Sands Director of Construction Randy Coit reported on construction activities taking place throughout the district.

Richmond/Vieweg: The asphalt ramps and walkways for two additional relocatable classrooms have been completed. Drawings have been submitted to DSA for the relocatable classrooms, ceiling repairs, and ADA upgrades.

Parker Performing Arts Center: The new T-bar grid and lighting system is being designed. Hazardous material testing reports have been completed. Scope for abatement and demolition of the T-bar ceiling is being developed.

New Richmond Elementary: Environmental reports and CDE approval are in progress. RFQs for Construction Manager and architectural services have been reviewed and prospective candidates have been ranked. Final interviews will be scheduled.

Gateway: Plans for ceiling repairs and ADA upgrades have been submitted to DSA.

James Monroe: Plans for ceiling repairs and ADA upgrades have been submitted to DSA.

10.2 Approval to Enter Into an Agreement with A-C Electric Company for Electrical Site Work for 2 Relocatable Classrooms at Vieweg/Richmond Elementary School

Motion passed to approve entering into an agreement as presented.
CASTILLO-COVERT/JOHNSON

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

10.3 Approval to Negotiate a Contract with Am-Tech Inspection Services for Non-Exigent Earthquake Damage Repair DSA Inspector Services

Motion passed to approve negotiation of a contract as presented.
JOHNSON/CASTILLO-COVERT

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

11. BUSINESS ADMINISTRATION

11.1 Report to the Board of Education on Governor's Proposed Budget

Assistant Superintendent of Business Pam Smith reported on the Governor's proposed budget. The economy is faring better than expected. The education budget is highlighted by PERS and STRS rates, health care, and a COLA only environment. New revenues only cover $\frac{3}{4}$ of the costs committed to servicing the salary schedule. The budget proposes nearly \$900 million in one-time funds for teacher training and professional development in high-need subjects and high-need areas. It proposes a Special Education funding model that changes to a 3-year rolling average of district ADA with funding going to SELPAs. The budget proposes training for school food services workers and an increase in school nutrition reimbursement rates. It includes no supplemental pension payments on behalf of school employers.

11.2 Acceptance of 2018-19 Audit Reports for the Sierra Sands Unified School District

Motion passed to accept the reports as presented. CASTILLO-COVERT/JOHNSON

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

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:35 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority. The Sierra Sands Unified School District Board of Education meeting was reopened at 8:40 p.m.

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Approval for Burroughs High School Robotics Team to Attend an Out of State Robotics Competition at Council Bluffs, Iowa, April 1-3, 2020

Motion passed to approve the consent calendar as presented. FARRIS/JOHNSON

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:41 p.m.

THE BOARD OF EDUCATION

Bill Farris, Vice President/Clerk

Dave Ostash, Ed.D., Secretary to Board

Recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: January 16, 2020
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

10. CONSTRUCTION ADMINISTRATION

10.4 Adoption of Resolution #19 1920 to Enter Into an Agreement with Sierra School Equipment Company for Modular Office Furniture Using Arvin Piggyback Bid #2018-19-001

Motion was made to adopt the resolution as presented. CASTILLO-COVERT/ROCKWELL

AYES: Farris, Johnson, Rockwell, Scott

ABSENT: Castillo-Covert (temporarily stepped away from the meeting during the vote)

14. ADJOURNMENT

THE BOARD OF EDUCATION

Bill Farris, Vice President/Clerk

Dave Ostash, Ed.D, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: January 16, 2020
TIME OF MEETING: 6:45 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CLOSED SESSION

2.1 Employee discipline/dismissal/release

No action was taken.

2.2 Negotiations Update

No action was taken.

3. ADJOURNMENT was at 7:00 p.m.

THE BOARD OF EDUCATION

Bill Farris, Vice President/Clerk

Dave Ostash, Ed.D., Secretary to the Board

Sierra Sands Unified School District
Local Control Accountability Plan (LCAP) 2017-2020
Midyear Progress Report for 2019-2020 Term
February 2020



SIERRA SANDS Unified School District

Goal 1: Provide a rigorous academic program which promises college and career readiness.

2019-20 Actions/Services	Progress
1. Provide home to school transportation services	<ul style="list-style-type: none"> • Ongoing/maintained
2. Maintain class size averages below Education Code maximums principally directed towards unduplicated pupils	<ul style="list-style-type: none"> • Class size averages have been maintained at/below E.C. maximums.
3. Sustain AVID in grades 7-12	<ul style="list-style-type: none"> • Maintained
4. Provide career readiness courses and pathways that can be articulated with community colleges	<ul style="list-style-type: none"> • SSUSD and CCCC met to discuss CTE pathway opportunities. • CTE Incentive Grant continued implementation to support alignment to CTE Elements of a High-Quality CTE Program. • BHS CTE Dept. meets regularly to discuss career readiness courses.
5. Provide additional secondary math teachers to increase teacher to student ratios to improve individualized educational supports	<ul style="list-style-type: none"> • Hired two secondary math teachers (James Monroe and Murray/Burroughs High School split)

Goal 2: Maximize student engagement and achievement.

2019-20 Actions/Services	Progress
1. Maintain TK-8 th grade counseling services	<ul style="list-style-type: none"> • Maintained (Implemented beginning 2017-18.)
2. Support Youth Advisory Committee (YAC)	<ul style="list-style-type: none"> • Maintained
3. Maintain software programs that support data analysis of student performance	<ul style="list-style-type: none"> • Maintained
4. Provide effective Before and After school interventions	<ul style="list-style-type: none"> • Maintained

5. Maintain the Academic Learning Lounge (ALL) as a 9-12 intervention	<ul style="list-style-type: none"> • Maintained
6. Provide transition course to at-risk Grade 9 students, METS (Math, English, Technology Skills)	<ul style="list-style-type: none"> • Maintained
7. Provide District EL coordinating services	<ul style="list-style-type: none"> • Coordinated Accountability Progress/Dashboard Report with each principal focusing on EL performance. Shared with site ELACs. • Coordinated implementation of the Computer Based ELPAC K-12 • Provided EL training to K-5 teachers, 6-12 English Department Teachers and SPED Teachers: ELPAC Task Types, ELPAC Accessibility Resources, and Planning Strategic DELD Lessons • Designated ELD Coaching/Modeling Lessons provided to K-8 teachers. • Implemented the use of ELlevation, a digital EL platform, used to monitor EL and RFEP students in grades K-12. • Generated and coordinated a system for identifying ELs and RFEPs who are short credits and need to enroll in Credit Recovery. • Developing Tiers of Support for ELs at the 6-12 level. • Provide individual conferences to 6th -12th ELs who are at-risk
8. Offer ALAS-ELA/ELD intervention courses at the middle schools	<ul style="list-style-type: none"> • Monitored the implementation of a supplemental ELD curriculum, English 3D, in grade 6-12. • Provided ongoing ELD Training to 6-8 ELD Teachers and 9-12 ELD Teachers.
9. Offer supplemental ELD 3-5 at the high school	<ul style="list-style-type: none"> • Maintained

10. Offer Summer School, priority registration for unduplicated students.	<ul style="list-style-type: none"> • Maintained
11. Provide an EL support teacher for Summer School	<ul style="list-style-type: none"> • Maintained
12. Provide computer paraprofessionals at elementary sites to support academic intervention model and digital literacy.	<ul style="list-style-type: none"> • Maintained
13. Provide Coordinator of Student Services (75% supplemental/concentration) to support improved student engagement and school climate indicator outcomes for unduplicated pupils	<ul style="list-style-type: none"> • Hired Coordinator of Student Services
14. Provide Three Secondary Student Support Center Teachers to support improved student engagement and school climate indicator outcomes for unduplicated pupils	<ul style="list-style-type: none"> • Hired three Secondary Student Support Center teachers (James Monroe, Murray, Burroughs High School)
15. Elementary Positive Behavior Intervention and Support (PBIS) stipends	<ul style="list-style-type: none"> • Identified one lead elementary PBIS staff member at each site

Goal 3: Grow family and community partnerships that benefit students.

2019-20 Actions/Services	Progress
1. Maintain media outlets	<ul style="list-style-type: none"> • Facebook, school websites, and Parent Square maintained.
2. Provide District Translation/Interpreter Services	<ul style="list-style-type: none"> • District Translation/Interpreter services are ongoing
3. Continue to provide childcare and translation services for ELAC/DELAC meetings	<ul style="list-style-type: none"> • Maintained Monthly/Quarterly

Goal 4: Guarantee safe and well-maintained facilities.

2019-20 Actions/Services	Progress
1. Continue to support School Resource Officer services	<ul style="list-style-type: none"> Maintained-SSUSD has two full-time SROs

Goal 5: Develop, value, and retain a high-quality diverse educational team.

2019-20 Actions/Services	Progress
1. Provide instructional coaching and support for non-credentialed teachers through Extended Day (10 teachers)	<ul style="list-style-type: none"> Provided ongoing instructional coaching and support
2. Provide two full time instructional coaches for non-credentialed special education teachers.	<ul style="list-style-type: none"> Maintained. In Dec. 2019, one of the TOSAs relocated outside of the district.
3. Provide three certificated professional development days to increase/improve services to unduplicated student groups.	<ul style="list-style-type: none"> Provided Aug. 8, 9, and Oct. 18, 2019 Elementary Focus: Developing Number Sense, Supporting Fraction Sense, Making Sense of Fraction Computation, Math and ELA/ELD Pacing Guide/Units of Instruction, Positive Behavior Intervention Support (PBIS) Tier I Middle School Focus: Transforming School Culture, AVID Socratic Seminar Strategies, STEAM Initiatives Burroughs/Mesquite High School Focus: Transforming School Culture, Building Resilience

4. PUBLIC HEARING

4.1 Public Hearing for Initial Sunshine Contract Proposal for 2020-21 from Chapter 188 of the California School Employees Association (CSEA) to the Board of Education _____

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association (CSEA) submitted its initial sunshine contract proposal for the 2020-21 school year to the Board of Education at its regular meeting of January 16, 2020.

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

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT’S RECOMMENDATION: Conduct a public hearing on the initial sunshine contract proposal for 2020-21 from Chapter 188 of the California School Employees Association (CSEA) to the Board of Education.

4. PUBLIC HEARING

4.2 Public Hearing for Initial Sunshine Contract Proposal for 2020-21 from the Board of Education to the Desert Area Guidance Association

BACKGROUND INFORMATION: The Board of Education submitted its initial sunshine contract proposal for the 2020-21 school year to the Desert Area Guidance Association at its regular meeting of January 16, 2020.

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

FINANCIAL IMPLICATIONS: None at this time.

SUPERINTENDENT'S RECOMMENDATION: Conduct a public hearing on the proposal for initial sunshine contract proposal for 2020-21 from the Board of Education to the Desert Area Guidance Association.

**Sierra Sands Unified School District
Month 5 Enrollment 2019-2020**

SCHOOL	2019-20 YTD%	2018-19 YTD%	TK-K	1	2	3	4	5	6	7	8	9-12	SDC	2019-20 TOTAL	2018-19 TOTAL	CHANGE
FALLER	96.4%	96.2%	97	72	92	88	78	88					13	528	488	42
GATEWAY	95.3%	95.2%	68	60	67	67	78	58						398	392	6
INYOKERN	95.4%	94.8%	32	20	22	29	33	26					22	184	185	-1
LAS FLORES	96.4%	96.0%	88	76	78	88	76	81						487	485	2
PIERCE	95.6%	95.7%	80	59	58	45	53	62					33	390	395	-5
RICHMOND ANNEX	91.8%	93.0%											63	63	100	-37
RICHMOND	95.4%	95.9%	66	46	54	60	60	59						345	331	14
TOTAL K -5	95.8%	95.6%	431	333	371	377	378	374					131	2395	2374	21
MONROE	95.2%	95.3%							135	162	163		36	496	488	8
MURRAY	95.9%	96.0%							232	210	225		31	698	651	47
TOTAL 6 -8	95.6%	95.7%							367	372	388		67	1194	1139	55
BURROUGHS	94.5%	94.0%										1383	82	1465	1495	-30
MESQUITE	86.6%	93.8%										76		76	62	14
TOTAL 9 - 12												1459	82	1541	1557	-16
19-20 TOTAL	95.7%		431	333	371	377	378	374	367	372	388	1459	280	5130	---	---
18-19 TOTAL		95.7%	404	368	370	367	384	349	354	362	359	1484	269		5070	---
CHANGE		0.00%	27	-35	1	10	-6	25	13	10	29	-25	11	---	---	60

Elementary K - 5

Regular	2019-20	2018-19
K	431	404
1 - 3	1081	1105
4 - 5	752	733
Special Education		
SDC	131	132
RSP	103	97

Middle 6-8

Regular	2019-20	2018-19
Regular	1127	1075
Special Education		
SDC	67	64
RSP	94	82

High School 9 - 12

Regular	2019-20	2018-19
Regular	1383	1422
Continuation	76	62
Special Education		
SDC	82	73
RSP	123	121

Adult 135 257

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Professional Learning Community (PLC) at Work Coaching Academy Professional Development Agreement with Solution Tree

BACKGROUND INFORMATION: The Professional Learning Community (PLC) at Work Coaching Academy is a comprehensive series of consulting and professional development engagements designed to prepare school, district, and teacher leaders to build a PLC that provides life-changing learning to students. Research shows that school transformation efforts are most successful and sustainable when there is strong, consistent leadership championing the work. Entering into this professional development agreement will increase the cohesiveness of our professional learning communities at the school level. The Solution Tree agreement includes three, 2-day sessions over the course of the 2020-21 school year led by PLC Master Coaches, a highly interactive curriculum developed by top PLC experts, guidance on how to train other staff members on PLC at Work concepts and processes, and continuous expert support throughout the academy term. The agreement also includes a Global PD Video Library subscription for each participant, two resource books for each participant, and a PLC Toolkit for each participating school site.

CURRENT CONSIDERATIONS: Contracts over \$10,000 require board approval.

FINANCIAL IMPLICATIONS: The Solution Tree agreement is \$70,650 and will be funded through the district's Title I and Title II allocations.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education authorize the Professional Learning Community (PLC) at Work Coaching agreement with Solution Tree as presented.

**Solution Tree, Inc.
Purchase Agreement**

Effective January 30, 2020, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Sierra Sands Unified School District (“Customer”) located at 113 W Felspar Ave Ridgecrest, CA US 93555 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services (“Products”). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$67,500.00
Global PD Subscription	\$3,150.00
Total	\$70,650.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$14,130.00	Upon execution of Agreement
Global PD Subscription	\$2,520.00	Upon completion of setup
September Session and Resources	\$25,012.45	September 16, 2020
January Session	\$14,493.77	January 13, 2021
April Session	\$14,493.78	April 13,2021

- 3. Onsite Professional Development**

- 3.1. Description of Services:** Solution Tree will provide a speaker (“Associate”) to perform the onsite professional development services described in Exhibit A.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
 - a.** All PLC Coaching Academy handouts and print materials are included in the total cost and will be provided by Solution Tree.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

3.4. PLC Coaching Academy: The PLC Coaching Academy includes 45 participants. Should the number of participants exceed 45 a one-time fee of \$1,500 plus \$1,500 per additional participant will be due. If the number of participants exceeds 100, a second coach will be added in an Addendum. The PLC Coaching Academy has a maximum of 150 participants.

4. Resources: Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
Learning by Doing 3rd Edition	45	Included	Included
Concise Answers to Frequently Asked Questions	45	Included	Included
PLC Toolkit	10	Included	Included
Shipping and handling	--	--	Included
Resources Total			Included

5. Global PD Subscription: Solution Tree grants Customer a limited, non-exclusive, non-transferable subscription for 45 Users to access the Global PD Video Library via the website currently at <http://globalpd.com>, or by any other means on which the parties may agree, for one year beginning on the date of the first Global PD invoice (the "Subscription Term"). Customer's subscription will automatically renew for subsequent one year terms unless Customer notifies Solution Tree of its intent not to renew at least 30 days prior to the end of the then current Subscription Term. Customer will use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the Terms of Use, the terms of this Agreement will take precedence.

6. General Terms

6.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

6.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

6.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

- b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.solutiontree.com/customer-service/product-orders>.

6.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____
Lisa Decker	Date
Coordinator of Special Projects	
Sierra Sands Unified School District	
_____	_____
Shannon R. Ritz	Date
Vice President of Professional Development	
Solution Tree, Inc.	

Please email this Agreement to Derek Papa at Derek.Papa@SolutionTree.com or fax to 866.308.3135.

Exhibit A
Description of Onsite Professional Development Services

Sierra Sands Unified School District PLC Coaching Academy	
Dates	Session I: September 16-17, 2020 Session II: January 13-14, 2021 Session III: April 13-14, 2021
Participants	Teachers and administrators
Content	<p>Sierra Sands Unified School District PLC at Work Coaching Academy:</p> <p>Content:</p> <ul style="list-style-type: none"> • What do we want students to learn? • How will we know if they have learned it? • What are we going to do if they have not learned it? • What are we going to do if they have learned it? <p>Objectives:</p> <ul style="list-style-type: none"> • Understand the concept and attributes of a professional learning community. • Examine research-based best practices and standards for becoming a professional learning community. • Experience and create sample processes and products reflective of professional learning communities. • Acquire strategies and tools for designing, implementing, and evaluating a school's journey toward becoming a professional learning community. • Design a plan of action for implementing the professional learning community concept at your school. • Participate actively by engaging in conversations and teamwork. • Reflect on and self-assess personal knowledge, skills, and beliefs.
Facilitator(s)	PLC Master Coach: Greg Kushnir
Resources	<p>Each participant will receive the following:</p> <ul style="list-style-type: none"> • PLC Coaching Academy Binder • <i>Learning by Doing</i> (45) • <i>Concise Answers to Frequently Asked Questions</i> (45) <p>Each participating school team will receive:</p> <ul style="list-style-type: none"> • <i>The PLC Toolkit</i> (10)

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information *(required for resource delivery)*

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____
 Do you have a Delivery Dock?
Choose one: Do you have double doors (for pallet)?
 Do you require inside delivery?

6. EDUCATIONAL ADMINISTRATION

6.2 Approval of Memorandum of Understanding between MHN Government Services LLC 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 LLC, 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 LLC, 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 needs 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 from 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 LLC and the Sierra Sands Unified School District as presented.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Administrative Regulation 6174, Education for English Learners

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

CURRENT CONSIDERATIONS: Administrative Regulation (AR) 6174, Education for English Learners, was last approved in September 2019. This policy has been updated and revised to clarify the process for assessment and identification of English learners, including additional notification requirements. The reclassification/redesignation section now requires English learners who are reclassified as fluent English proficient to be monitored for at least four years following their reclassification which is consistent with the CDE's Federal Program Monitoring instrument. Further information regarding the composition and duties of the school-level and district-level English Learner Advisory Committee has also been added.

FINANCIAL IMPLICATIONS: There are no financial implications.

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve the revisions to AR 6174, Education for English Learners as presented.

English for English Language Learners

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, **11518.5**)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not *previously* been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). ***Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC.*** (Education Code 313, 52164.1; 5 CCR

English for English Language Learners

11518.5)

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.

(cf. 6159 - Individualized Education Program)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education under Section 504)

Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify *the student's* parents/guardians *in writing*, of ~~their child's~~ *the* results ~~on~~ *of* the ELPAC *initial assessment* within 30 calendar days *after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment.* ~~following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year.~~ *The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification.* (Education Code 52164.1; 5 CCR 11518.15)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program

English for English Language Learners

participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. ~~Where~~ **When** the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

English for English Language Learners

7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Language Acquisition Programs

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:

a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program

b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators

English for English Language Learners

d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall ~~continue to~~ provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers *and academic deficits in other areas of the core curriculum.* ~~until they~~: (5 CCR 11302)

Reclassification/Redesignation

English for English Language Learners

- ~~1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers~~
- ~~2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers~~

English language learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC.
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student.
3. Parent/guardian involvement including:
 - a. Notice to parents/guardians of language reclassification process and ***placement, including a description of the reclassification process and*** the parent/guardian's opportunity to participate
 - b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process
4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

(cf. 5125 - Student Records)

English for English Language Learners

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least ~~two~~ **four** years following their reclassification to ***ensure correct classification and placement and to*** determine whether any additional academic support is needed.

Advisory Committee

A ~~parent/guardian~~ ***school-level English Learner*** ~~Advisory e~~Committee (***ELAC***) shall be established ~~at the district level~~ when there are more than 20 English learners ~~in the district and at the school level~~. Parents/guardians of English learners, ***elected by parents/guardians of English learners at the school***, shall constitute committee membership in at least the same percentage as ~~their children~~ ***English learners*** represent of the total number of students in the school. ***The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership.*** (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan. (Education Code 52176)

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

The ~~district's English language advisory committee~~ ***DELAC*** shall advise the Board on at least the following tasks: (5 CCR 11308)

1. ~~The d~~***Development of a district master plan of for*** education programs and services for English learners, taking into consideration the school site plans for English learners
2. ~~The~~ ***Conducting a*** districtwide needs assessment on a school-by-school basis

English for English Language Learners

- 3. Establishing of a district program, goals and objectives for programs and services for English learners
- 4. Developing of a plan to ensure compliance with applicable teacher or *instructional* aide requirements
- 5. Administering of the annual language census
- 6. Reviewing of and commenting on the district's reclassification procedures
- 7. *Reviewing and commenting on the required written parental notifications*

(cf. 0420 - School Plans/Site Councils)
 (cf. 1220 - Citizen Advisory Committees)
 (cf. 5020 - Parent Rights and Responsibilities)
 (cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

~~The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.~~

The DELAC may also serve as the LCAP English learner advisory committee.

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Administrative Regulation 4030, Nondiscrimination in Employment

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

CURRENT CONSIDERATIONS: The administrative regulation is updated to reflect a new law (AB 9) which allows complaints of employment discrimination to be filed with the Department of Fair Employment and Housing up to three years after the alleged act.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: Approve revisions to Administrative Regulation 4030, Nondiscrimination in Employment as submitted.

Nondiscrimination In Employment

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 4032 - Reasonable Accommodation)

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Human Resources
113 W. Felspar Ave
Ridgecrest, CA 93555
(760) 499-1620

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location **for employee use, the up-to-date** California Department of Fair Employment and Housing (DFEH) posters ~~in regard to~~ **on the prohibition of** workplace discrimination and harassment ~~and~~, the rights of transgender employees **and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth** (Government Code 12950; 2 CCR 11013, 11023, 11049)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

a. Including them in each announcement, bulletin, or application form that is used in

Nondiscrimination In Employment

employee recruitment

b. Posting them in all district schools and offices, including staff lounges and other prominent locations

c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)

a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return

b. Sending the policy via email with an acknowledgment return form

c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

d. Discussing the policy with employees upon hire and/or during a new hire orientation session

e. Any other way that ensures employees receive and understand the policy

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

4. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who believe they have been the victim of any discriminatory or harassing behavior

5. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

Nondiscrimination In Employment

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

Complaint Procedure

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The employee's direct supervisor may be bypassed in filing a complaint where the supervisor is the subject of the complaint.

The complainant may file a written complaint in accordance with this procedure, or may first attempt to resolve the situation informally with the employee's supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, ~~other~~ **any available** evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

Nondiscrimination In Employment

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)

Nondiscrimination In Employment

(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. *For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)*

~~To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960~~

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy/Administrative Regulation 5131.2, Bullying

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources 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: The board policy is updated to reflect a new law (AB 1127) which requires a district to approve an intradistrict transfer request for a victim of bullying and, if the district does not have another school with the same grade level, allows a victim of bullying to transfer out of the district. The regulation is updated to reflect a new law (AB 34) which requires districts to make specified information on bullying and harassment prevention readily accessible on their web sites beginning in the 2020-21 school year.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy/Administrative Regulations 5131.2, Bullying as presented.

Bullying

The Sierra Sands Unified School District recognizes the harmful effects of bullying on student well-being, learning and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel or retaliate against them for filing a complaint or participating in the complaint resolution process.

- (cf. 5131 - Conduct)
- (cf. 5136 - Gangs)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

- (cf. 1220 - Citizen Advisory Committees)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

- (cf. 0420 - School Plans/Site Councils)
- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 0460 - Local Control and Accountability Plan)**

Complaints and Investigation

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Bullying

(cf. 1312.3 - Uniform Complaint Procedures)

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.3 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

46600 Student transfers

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

Bullying

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying Module

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Guidance to America's Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

Students

BP 5131.2 (d)

Bullying

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <http://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <http://casel.org>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <http://www.partnerforchildren.org>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: ~~June 13, 2019~~ *February 20, 2020*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Bullying

Definitions

Bullying is an ~~unwanted~~, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and *may involve a single severe act* ~~involves or~~ repetition or potential repetition of a deliberate act. ***Bullying includes, but is not limited to, any act described in Education Code 48900(r).***

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying: ***An act*** that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying: ***An act*** that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying: ***An act*** that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying: ***An act*** such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting ***or sharing*** embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate

Students

AR 5131.2 (b)

Bullying

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. Providing to students, through student handbooks, *district and school web sites and social media*, and other age-appropriate means, ~~information~~ about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias
5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the

Bullying

behavior and characteristics of bullying perpetrators and victims

3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Information and Resources

The Superintendent or designee shall post on the district's web site, in a prominent location and in a manner that is easily accessible to students and parents/guardians, information on bullying and harassment prevention which includes the following: (Education Code 234.6)

1. ***The district's policy on student suicide prevention, including a reference to the policy's age appropriateness for students in grades K-6***

(cf. 5141.52 - Suicide Prevention)

2. ***The definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8***

3. ***Title IX information included on the district's web site pursuant to Education Code 221.61, and a link to the Title IX information included on CDE's web site pursuant to Education Code 221.6***

4. ***District policies on student sexual harassment, prevention and response to hate violence, discrimination, harassment, intimidation, bullying, and cyberbullying***

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

5. ***A section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media***

6. ***A link to statewide resources, including community-based organizations, compiled by CDE pursuant to Education Code 234.5.***

Bullying

7. Any additional information the Superintendent or designee deems important for preventing bullying and harassment

(cf. 1113 - District and School Web Sites)

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Bullying

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Support Services

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

Students

AR 5131.2 (f)

Bullying

(cf. 6164.2 - Guidance/Counseling Services)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 - Suicide Prevention)

7. POLICY DEVELOPMENT AND REVIEW

7.4 First Reading of Board Policy 4033, Lactation Accommodation

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Boards Association (CSBA) policy service. This proposed board policy is a reflection of a new law for the district and for board consideration.

CURRENT CONSIDERATIONS: This new board policy reflects a new law (SB 142) which mandates districts to adopt policy that addresses an employee's right to request lactation accommodation, the process by which the employee makes the request, the district's obligation to respond to the request, and the employee's right to file a complaint with the Labor Commissioner alleging any violation of the right to lactation accommodation. The policy also reflects provisions of SB 142 requiring districts to provide a lactation room or location with prescribed features, prohibiting districts from discriminating or retaliating against an employee who exercises the right to lactation accommodation, and authorizing districts with fewer than 50 employees to seek an exemption from the requirement to provide lactation accommodation if the district demonstrates that the requirement poses an undue hardship.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Board Policy 4033, Lactation Accommodation and will be presented to the board for approval at the March 12, 2020 board meeting.

Lactation Accommodation

The Governing Board recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any district employee to express milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

(cf. 4030 - Nondiscrimination in Employment)

An employee shall notify the employee's supervisor or other appropriate personnel in advance of the intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

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

Break Time and Location Requirements

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC

Lactation Accommodation

207)

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements: (Labor Code 1031; 29 USC 207)

- 1. Is shielded from view and free from intrusion while the employee is expressing milk*
- 2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382*
- 3. Contains a place to sit and a surface to place a breast pump and personal items*
- 4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump*
- 5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace*

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

(cf. 4144/4244/4344 - Complaints)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity; prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12926 Definition of sex; breastfeeding

12940 Unlawful discriminatory employment practices

12945 Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

Lactation Accommodation

LABOR CODE

1030-1034 Lactation accommodation

6382 Procedure for listing hazardous substances

CODE OF REGULATIONS, TITLE 2

11035-11051 Unlawful sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Lactation Accommodation for Employers

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Frequently Asked Questions- Break Time for Nursing Mothers

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, rev. April 2018

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

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

California Women, Infants and Children Program: <http://www.wicworks.ca.gov>

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

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

First Reading: February 20, 2020

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***

Simon Austin***
Music – Murray
Effective 6-1-20

Joshua Benson
5th Grade – Gateway
Effective 1-31-20

Charla Breitigam***
Speech – SELPA
Effective 6-1-20

Mary Campbell***
Science – Murray
Effective 6-1-20

Kathleen Champeny***
Science – Murray
Effective 6-1-20

Melissa Christman***
Principal – Faller
Effective 6-30-20

Carol Francis***
RSP – Burroughs
Effective 6-1-20

Christine Howard***
Projects Teacher – Inyokern
Effective 6-30-20

Elaine Littleton***
Executive Director – SELPA
Effective 7-1-20

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***
(continued)

Kurt Menard***
Math – Burroughs
Effective 6-1-20

Betsy Parsons***
1st Grade – Las Flores
Effective 6-1-20

Sergio Ramirez***
2nd Grade – Inyokern
Effective 6-1-20

Barbara Walls***
English – Burroughs
Effective 6-1-20

Tami Welsh***
Math – Murray
Effective 6-1-20

Release of two (2) temporary contracted employees
Filled midyear vacancy
Effective 5-29-20

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Substitute Teachers for 2019-20 year:

Bradley Drake
Abigail Lozano-Combs
Kierstin Mazzie
Christopher McDonough

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Coaches for 2019-20 year:

Jose Ruiz Calderon – Basketball
Murray

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Sadie Brunstedt
5 ½ hr. Paraprofessional I – Richmond
Effective 2-17-20

Jay Carson*
8 hr. Custodian – Burroughs
Effective 1-31-20

Nenita Chafin***
5 hr. Food Service Asst. II – Murray
Effective 6-1-20

Aaron Christiansen***
8 hr. Bus Driver I – Transportation
Effective 2-29-20

Manuela Jimenez
4 hr. Clerk II – James Monroe
Effective 2-6-20

Leonard Verduzco**
8 hr. Senior Skilled Craftsperson – Maintenance
Effective 2-3-20

Rayah Witt
5 ½ hr. Paraprofessional I – Inyokern
Effective 1-14-20

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Jennifer Bayarena
7 ¾ hr. Paraprofessional I – SELPA at Las Flores
Effective 1-21-20

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Chelsea Edulag
5 ½ hr. Paraprofessional I – SELPA at Richmond
Effective 1-31-20

Yolanda Falla
8 hr. Custodian – Gateway
Effective 1-6-20

John Milam
8 hr. Custodian – Burroughs
Effective 1-31-20

Classified Substitutes for the 2019-20 School Year:

Karen Armstrong
Deborah Baetge
Helen Billig
Sorena Jorgensen
Crystal Klamt
Cori Muhle
Brett Orand
Michelle Pettet
Alvina Preves
Denise Witcomb

8.24 CHANGE OF STATUS

Crystal Cane
From: 5 ½ hr. Paraprofessional II – Richmond
To: 5 ½ hr. Paraprofessional II – Pierce
Effective 2-4-20

William Clayson
From: 5 ½ hr. Paraprofessional I – Faller
To: 6 hr. Paraprofessional – Murray
Effective 1-27-20

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Juliet Dunn

From: 6 hr. Paraprofessional I – Murray

To: 6 hr. Health Assistant – SELPA at Murray

Effective 1-27-20

Mallory Deuel

From: 3 ½ hr. Food Service Asst. I – Faller

To: 3 ¾ hr. Food Service Asst. I – Faller

Effective 2-3-20

Michelle Dyer

From: 5 ½ hr. Paraprofessional II – Inyokern

To: 6 hr. Paraprofessional II – Inyokern

Effective 1-16-20

Crystal Groves

From: 4 hr. Food Service Asst. II – James Monroe

To: 4 ½ hr. Food Service Asst. II – James Monroe

Effective 2-3-20

Teresa Hu

From: 1 ¾ hr. Noon Duty Supervisor – Pierce

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

Effective 2-1-20

Michelle Lopez

From: 4 ½ hr. Food Service Asst. II – James Monroe

And: 3 hr. Monitor – Transportation

To: 5 ½ hr. Paraprofessional I - Faller

Effective 1-27-20

Andrea Miller

From: 6 hr. Paraprofessional I – SELPA at Murray

To: 6 hr. Paraprofessional I – SELPA at James Monroe

Effective 1-13-20

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Tiffany Mosher

From: 5 ½ hr. Paraprofessional I – SELPA at Richmond

To: 5 ½ hr. Paraprofessional I – SELPA at Gateway

Effective 2-3-20

Mary Simms

From: 4 ½ hr. Food Service Asst. I – Faller

To: 4 ¾ hr. Food Service Asst. I – Faller

Effective 2-3-20

Hayden Sonnenberg

From: 7 ½ hr. Paraprofessional I – SELPA at Inyokern

To: 8 hr. Paraprofessional I – SELPA at Inyokern

Effective 1-21-20

Karen Van Ostrand

From: 3 ½ hr. Food Service Asst. I – Gateway

To: 1 ½ hr. Noon Duty Supervisor – Gateway

Effective 1-15-20

8. PERSONNEL ADMINISTRATION

8.3 Adoption of Resolution #22 1920, Authorization to Reassign Certificated Administrators to Other Administrative Positions for the 2020-21 School Year

BACKGROUND INFORMATION: California Education Code Section 44951 sets forth the process by which a certificated administrator can be reassigned to a different administrative position.

CURRENT CONSIDERATIONS: Resolution #22 1920, Reassignment of Certificated Administrators to Other Administrative Positions, gives the superintendent some flexibility, when and if it is necessary, to assign administrators to other administrative positions for the 2020-21 school year. The process set forth in Education Code 44951 would be followed if the superintendent determines that certificated administrative reassignments are necessary.

FINANCIAL IMPLICATIONS: The financial impact will be dependent upon where reassignments are made. If reassignments are made, the financial impact is expected to be minimal.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #22 1920, Reassignment of Certificated Administrators to Other Administrative Positions for the 2020-21 school year, as presented.

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

County of Kern, State of California

RESOLUTION #22 1920

RE: REASSIGNMENT OF CERTIFICATED ADMINISTRATORS TO OTHER ADMINISTRATIVE POSITIONS

BE IT RESOLVED by the Governing Board of the Sierra Sands Unified School District, that the below listed certificated administrators may be reassigned from their current administrative positions to other administrative positions to be determined by the District Superintendent.

<u>NAME</u>	<u>PRESENT POSITION</u>
Bryan Auld	Assistant Superintendent, Human Resources
Margaret Bergens	Principal, Gateway Elementary School
Sandra Castro	Assistant Principal, Burroughs High School
Carrie Cope	Principal, Burroughs High School
John Cosner	Principal, James Monroe Middle School
Lisa Decker	Coordinator of Educ. Technology, Assessment & Categorical Programs
Beverly Ewbank	Principal, Inyokern Elementary School
Michael Kennedy	Program Manager, Special Education
Jessica Kurtz	Assistant Principal, Murray Middle School
Shyanne Ledford	Principal, Pierce Elementary School
JoAnne McClelland	Principal, Alternative Education
Cody Pearce	Principal, Murray Middle School
Chris Ostermann	Assistant Principal, Burroughs High School
Michelle Savko	Assistant Superintendent, Curriculum
Amy Self	Assistant Principal, James Monroe Middle School
Sarah Tate	Principal, Las Flores Elementary School
Kevin Wythe	Coordinator, Student Support Services
Michael Yancey	Principal, Richmond Elementary School
Vacant	Executive Director, SELPA
Vacant	Principal, Faller Elementary School

BE IT FURTHER RESOLVED that the Superintendent of Sierra Sands Unified School District shall forthwith give said employees the required legal notice.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly passed and adopted at the February 20, 2020 regular meeting of the Governing Board of the Sierra Sands Unified School District.

AYES: _____ NOES: _____ ABSENT: _____

Michael Scott, Board President

Bill Farris, Board Vice President/Clerk

8. PERSONNEL ADMINISTRATION

8.4 Approval of Non-reelection of Certificated Personnel with Less than a Preliminary Credential as a Result of a Decision of the California Fifth District Court of Appeals

BACKGROUND INFORMATION: In 2006-07, as a result of Fifth Appellate Court decision regarding the Bakersfield Elementary Teachers Association v. Bakersfield City School District, the Sierra Sands Unified School District modified procedures in compliance with the Fifth Appellate Court and non-reelected all certificated employees working on the basis of less than a preliminary credential.

CURRENT CONSIDERATIONS: In compliance with this court decision and to preserve the integrity of the layoff seniority list, counsel has advised the district to seek board authorization to non-reelect forty five certificated employees who are employed by the district for 2019-20 on the basis of less than preliminary credentials issued by the California Commission on Teacher Credentialing. The district will not be able to offer reemployment to any of the impacted employees until after July 1, 2020. Please note that the district has communicated with the Desert Area Teachers Association (DATA) as well as with all the affected employees during this process prior to the Board of Education meeting. Following board approval, the affected employees will all receive a non-reelection letter from the district prior to March 15, 2020 as required by California Education Code. This allows the district to release these employees without cause, effective at the end of the 2019-20 school year and eliminates the issue of accruing seniority without being fully credentialed. It also allows the district to recruit, as it has previously done, for fully credentialed teachers for these positions before rehiring those not fully credentialed. If the district is unable to employ fully credentialed teachers in any of these positions, it may reemploy any or all of these impacted employees for the 2020-21 school year.

FINANCIAL IMPLICATIONS: Unknown. There is potential for additional unemployment insurance costs to the district as a result of this action.

SUPERINTENDENT'S RECOMMENDATION: Approve the non-reelection of forty five certificated employees employed by the district for the 2019-20 school year on less than a preliminary credential, as presented.

8. PERSONNEL ADMINISTRATION

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

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

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit in order that the district may assign the following individual for the 2019-20 school year.

- Variable Term Waiver – California Basic Skills Exam for Emily Zeller – 1st Grade, Faller Elementary

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: Approve the submission of the request for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit in order that the above named individual may be assigned in the designated position for the 2019-20 school year.

8. PERSONNEL ADMINISTRATION

8.6 Adoption of Resolution #23 1920, Reducing or Eliminating Certificated Services for the 2020-21 School Year

BACKGROUND INFORMATION: The Local Control Funding Formula (LCFF) requires districts to develop an annual Local Control Accountability Plan (LCAP) so that funding is allocated according to local priorities. In addition, the LCFF allocates additional revenue based on the district's student demographics. Specifically, supplemental funding is allocated based on the percentages of Unduplicated Students enrolled. Unduplicated Students include Socio-Economically Disadvantaged (SED), Homeless/Foster Youth, and English Learners (EL). Finally, there is concentration funding that is allocated incrementally for districts that have over 55% unduplicated students. The amount allocated is determined based on the average percentage of the three sub-groups calculated over three years. The formula allows districts to predict, based on historical data, how much additional concentration grant revenue will be received. Based on the formula and our current Unduplicated Student percentage, the district is able to predict that there will be a significant loss in concentration funding for the 2021-22 school year.

CURRENT CONSIDERATIONS: While LCFF concentration funding will not decline next year, it is predicted that the allocation will be several hundred thousand dollars less in 2021-22. Therefore, it is necessary to review current and future allocations in an effort to determine where cost saving measures can be taken. During the 2019-20 school year, (2) full time Teachers on Special Assignment (TOSA) were hired to work with newly hired Special Education teachers. Coincidentally, one of those teachers resigned mid-year and has left the district. As such, the district can eliminate this position without it directly impacting the employee.

FINANCIAL IMPLICATIONS: The district can project an approximate cost savings of \$115k with the reduction of the position identified in Resolution #23 1920.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the Board of Education adopt Resolution #23 1920 reducing or eliminating certificated services for the 2020-21 school year, as presented.

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

REDUCING OR ELIMINATING CERTAIN)
CERTIFICATED SERVICES FOR THE)
2020-21 SCHOOL YEAR)
_____)

RESOLUTION #23 1920

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

WHEREAS, if the position had not been vacated, it would have been necessary to terminate at the end of the 2019-20 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in a particular kind of service;

NOW, THEREFORE, THE BOARD RESOLVES THAT:

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

I CERTIFY that the above resolution, proposed by Trustee _____ and seconded by Trustee _____, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on February 20, 2020.

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

DATED: _____

GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

BY: _____

TITLE: Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

EXHIBIT A

**LIST OF CERTIFICATED SERVICES BEING REDUCED OR ELIMINATED
FOR THE 2020-2021 SCHOOL YEAR**

ALTERNATIVE EDUCATION PROGRAMS

<u>Services Being Reduced or Eliminated</u>	<u>Net FTE Reduced</u>
LCAP Instructional Coach	1 .00

NET REDUCTION DISTRICT WIDE: 1.00 FTE

FTE = Full-time equivalent

8. PERSONNEL ADMINISTRATION

8.7 Presentation of Initial Sunshine Contract Proposal for 2020-21 from the Board of Education to Chapter 188 of the California School Employees Association (CSEA)

BACKGROUND INFORMATION: The Board of Education would like to submit their sunshine proposal to Chapter 188 of the California School Employees Association (CSEA) for the 2020-21 school year.

CURRENT CONSIDERATIONS: The Board of Education will submit its initial sunshine contract proposal for 2020-21 to Chapter 188 of the California School Employees Association (CSEA) at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board present the initial sunshine contract proposal for 2020-21 to Chapter 188 of the California School Employees Association (CSEA) and set the next regular meeting date as the date for the public hearing on the proposal.



SIERRA SANDS Unified School District

Bryan Auld, Assistant Superintendent of Human Resources

113 W. Felspar Ave., Ridgecrest, CA 93555 | Phone: 760-499-1620 | Fax 760-375-1253 | ssusd.org

Initial Proposal from the Sierra Sands Unified School District to the California School Employees Association, Chapter 188 February 20, 2020

Pursuant to Government Code section 3547, the Sierra Sands Unified School District (“District”) hereby submits its initial proposal to the California School Employees Association, Chapter 188 (“CSEA”) for 2020-21.

The District has an interest in discussing the following Articles:

Article V – Employee Compensation

The District has an interest in negotiating regarding CSEA unit member salaries to offer salaries and other compensation that will attract and retain highly qualified employees in all areas of service.

Article VI –Hours

The District has an interest in negotiating regarding CSEA unit member work hours, including but not limited to the unit member’s work day and District expectations.

Article VIII – Health/Welfare Benefits

The District has an interest in negotiating regarding CSEA unit member health and welfare benefits to discuss ways of seeking to control the escalating costs of health and welfare benefits through various approaches that will encourage all parties to obtain health and welfare benefits that provide competitive and adequate coverage at a reasonable cost.

Article XIV–Employee Evaluation

The District has an interest in negotiating regarding CSEA unit member evaluations to, among other things, streamline the evaluation process in order to provide unit members with constructive feedback on their performance.

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following gifts were received: Cricut donated a Cricut Maker and various supplies with an estimated cash value of \$7,397.80 for teacher use at Gateway Elementary School and TJ Grinder of Kern CPR made a donation of an Automated External Defibrillator (AED) with an estimated cash value of \$900 to be used by the SSUSD AED Program.

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

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

9. GENERAL ADMINISTRATION

9.2 Authorization for Board Member Travel to the Annual Winter School Trustees Dinner Meeting on February 24, 2020

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2019-20 travel budget for the board was approved for \$22,000.

CURRENT CONSIDERATIONS: The Annual Winter School Trustees Dinner Meeting/Workshop of the Kern County School Boards Association and the Kern County Superintendent of Schools office will be held on February 24, 2020 in Bakersfield. The following are the estimated costs associated with this meeting.

Dinner cost = \$42.00 (4 people)	\$ 168.00
Rental vehicle	\$ 50.00
Fuel for vehicle	\$ 20.00
One-way mileage for 1 vehicles	<u>\$ 67.00</u>
Total Expense	\$ 305.00

FINANCIAL IMPLICATIONS: The travel budget for the board for 2019-20 is \$22,000. To date, \$13,175.00 has been approved.

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

9. GENERAL ADMINISTRATION

9.3 California School Boards Association (CSBA) Delegate Assembly Election

BACKGROUND INFORMATION: The CSBA Delegate Assembly is the primary policy-making body of the California School Boards Association. It sets the general policy direction for the association that represents California's school districts and county offices of education. Delegates fulfill a critical governance role by communicating the interest of local boards to CSBA's Board of Directors, Executive Committee, and staff. Delegates give policy and legislative direction through the adoption of the policy platform every two years and the adoption of other policy statements of the association. They also speak on issues and provide direct advocacy on behalf of the association. Delegates play an important communication and support role within their regions, and they also elect the association's officers and board of directors.

Elections are conducted annually to fill vacancies on the CSBA Delegate Assembly. Elections are conducted by region. Sierra Sands is a part of Subregion 12-B. Currently Sierra Sands board member Tim Johnson serves on the Delegate Assembly. Board member Bill Farris serves as CSBA Regional Director, Region 12.

CURRENT CONSIDERATIONS: There are two vacancies in Subregion 12-B of the CSBA Delegate Assembly for which there are two candidates. The candidates are Pamela Jacobsen from Standard School District and Lillian Tafoya from Bakersfield City School District. Brief biographical sketches from the candidates are included for review.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: The board may vote for up to two candidates. No more than one vote can be cast for any one candidate.



Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Pamela J. Jacobsen

Date: 11/8/2019

Name: Pamela J. Jacobsen CSBA Region & subregion #: 12-B
 District or COE: Standard School District Years on board: 9
 Profession: Analyst Contact Number (please v Cell Home Bus.): 661-205-9944
 *Primary E-mail: pjacobsen@csub.edu
 (*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: 2018

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

To continue being a delegate by helping implement a vision and a mission to ensure the best possible education for our children. To provide a vital link of communication in the governance structure between districts, county offices and the Board of Directors. To help set policies and bylaws that identify priorities for the highest level of childhood education and development of the community. To advocate for children and education.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have lived in the community for over 60 years. I grew up, raised my children, worked in the school district and am now an active Board Member in the community. I currently work at a University in which I am on several committees working to bridge the gap between K12 and higher education. I bring a wealth of knowledge and have a passion in providing the best possible education for our children. I feel I am the face of the community and would love the opportunity to continue representing the region serving on the Delegate Assembly.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe providing quality safe public education is one of the most important things that a community, state and country has the responsibility to do. I love the quote "It takes a village to raise a child". I am happy to accept the challenge to work hard and be prepared to contribute all I have for the greater good of our community.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.



Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Lillian Tafoya

Date: January 24, 2020

Name: Lillian Tafoya

CSBA Region & subregion #: 12B

District or COE: Bakersfield City School District

Years on board: 23

Profession: Retired School Administrator Contact Number (please Cell Home Bus.): 661-631-4611

*Primary E-mail: TafoyaLil@aol.com

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: 2018

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a seasoned school administrator, I was able to easily transition into the role of school board and have served effectively in this role for 23 years. As a lifelong learner, I have taken every opportunity to learn and to grow in order to impact the students in our community, state and nation. Most recently, I served a three-year term on the LCFF/LCAP Collaborative and presently I am part of the Equity Committee as well as the Legislative Committee. As a Masters in Governance graduate and with my past experiences, I can continue to help drive the public education agenda and provide policy and legislative leadership on critical issues. Most importantly, I can support and promote CSBA’s agenda and core beliefs.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I bring broad and extensive experience at the local, state and national level. My service at the local level includes Board President, Kern County School Boards Association President and serving on the governance board of a local hospital. My CSBA service consists of serving on multiple committees, Delegate Assembly, Director At Large, Hispanic and CSBA Director/NSBA and conference presenter. Additionally, I recently served as president of the NSBA/National Hispanic Council and the NSBA Board of Directors. These experiences have enabled me to be more effective at school governance.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

We can agree that we are in a funding crisis across our entire state. Schools must have adequate, predictable funding to operate optimally. Fiscal insolvency has eroded and dismantled vital education programs and minimized services. We must collaborate, unify and stand up for public education. Academic achievement and equity for all students is the central core issue for all of us. It comes about through strong district leadership and effective governance setting direction, developing policy, advocacy, and budget support as well as ensuring accountability. Meeting membership needs in a state at a time when effective governance is CRITICAL, in a state that has huge and varied geographical representation as well as great diversity poses a real challenge. CSBA needs to be on the forefront of all these issues supporting and strengthening school governance.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

9. GENERAL ADMINISTRATION

9.4 Approval of School Safety Plans for 2019-20

BACKGROUND INFORMATION: Every school in the district has a comprehensive school safety plan developed in accordance with Education Code requirements and that follows the guidelines set forth in the State Emergency Management System (SEMS) and the National Incident Management System (NIMS) as well as recommendations of *Safe Schools: A Planning Guide for Action* prepared jointly by the California Department of Education and the Office of the Attorney General.

CURRENT CONSIDERATIONS: In accordance with BP/AR 0450 and the Education Code, each school has reviewed and, as needed, revised and updated their school safety plans. The administrative regulation was also updated April of last year to require schools to consult with the fire department and other first responders in developing safety plans. Plans were reviewed by staff, school site councils, and site safety committees and first responders. The revisions were approved accordingly at the site level.

The school safety plans meet the requirements of Education Code and BP/AR 0450 and are being submitted to the Board of Education for approval. These are lengthy documents and, as such, are available for review in the Human Resources Office or individually at the school sites prior to the February 20, 2020 board meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the 2019-20 School Safety Plans as presented.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

CURRENT CONSIDERATIONS: Mr. Randy Coit, Director of Construction with Sierra Sands Unified School District, 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.

10. CONSTRUCTION ADMINISTRATION

10.2 Approval to Enter into an Agreement with Digital Networks Group, Inc. for Network and Audiovisual Equipment for 2 Relocatable Classrooms at Vieweg/Richmond Elementary School

BACKGROUND INFORMATION: The district suffered damage to its facilities as a result of two earthquakes in July 2019. Due to challenges associated with earthquake repairs at Richmond Elementary School, a decision was made to relocate all but 2 of the Richmond Elementary School classrooms to the Vieweg Adult School campus located at 348 Rowe Street; the other 2 classrooms were relocated to Inyokern Elementary School. The district's intent is to move the 2 Richmond classes currently housed at Inyokern back to the Vieweg/Richmond campus for the 2020-21 school year. Two additional relocatable classrooms have been installed at the Vieweg/Richmond campus, and they now require the installation of network and audiovisual equipment.

CURRENT CONSIDERATIONS: The California Uniform Public Construction Cost Accounting Act (CUPCCAA) is legislation that was enacted in 1993 to promote uniformity of the bidding procedures on construction work performed or contracted by public entities. The district "opted in" to CUPCCAA in 1994 via board resolution. Under CUPCCAA, public project work in the amount of \$60,000.00 or less can be performed internally, by negotiated contract, or by purchase order. The district obtained a proposal from Digital Networks Group, Inc. for the installation of network and audiovisual equipment for the 2 classrooms. The proposal is attached to this package.

FINANCIAL IMPLICATIONS: The cost for the network and audiovisual equipment and installation is \$39,311.47. It is anticipated that 75% of this funding will be reimbursed by the California Office of Emergency Services (Cal OES). The remaining 25% will come from Fund 25 – Developer Fees.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the district enter into an agreement with Digital Network Group, Inc. for the network and audiovisual equipment for two relocatable classrooms at Vieweg/Richmond Elementary School.

Chris Ursetta

Ship To:

Sierra Sands Unified School District

Donnie Morrison
Director of Technology
113 Felspar
Ridgecrest, CA 93555-3589

Tel: 760.499.1633
Fax: 760.375.0231

SCOPE OF WORK

1. Provide and install new fiber backbone cable from existing IDF to new IDF in new portables
2. Provide and install new IDF cabinet in new portables
3. Provide and install Qty. 11 new Cat 6 Data drops in each portable
4. Provide and install Qty. 2 Extron 4 input Digital Wall vault systems
5. Provide and install Qty. 2 Epson Brightlink 695WI interactive projectors
6. Provide and install Qty. 2 new 120v power receptacles for the projectors

Mfr-Part No.	Qty	Description	Unit Price	Extended
<u>DATA</u>				
COMMSCOPE 1375055-6	44	CAT 6 SL JACK, BLUE	9.77	429.88
COMMSCOPE CCP-SDDM-SL-1U-24	2	24 PORT SL BLANK PANEL	75.26	150.52
COMMSCOPE CS34R	4	CAT6 CABLE 4PR UTP RISER BLUE (1000ft reel)	208.26	833.04
COMMSCOPE CS-BNS 557505-3	10	2P SG FACEPLATE WHITE	2.79	27.90
CORNING 95-051-98-SP-X	14	LC OM 3/4 MM FIBER CONNECTOR	6.44	90.16
CORNING 95-051-98-SP-XCCH-01U	1	1U RACK MOUNT FIBER PANEL CCH	271.43	271.43
CORNING CCH-CP12-E4	2	12F OM3 MM DUPLEX LC CPLR PNL	109.49	218.98
CORNING FAN-BT25-12	2	12F FIBER BREAKOUT KIT	31.43	62.86
MID ATLANTIC CWR-18-32PD	1	3'DATA WALL CAB, PLEX1, 32D	786.21	786.21
CORNING 006-TU4-T4780D20	750	ALTOS Loose Tube 6 fiber 50um Multi mod	2.04	1,530.00
ARROW UC1BB2-0ZF004	22	CAT 6 PATCH CORD 4'-0 BLUE	9.86	216.92
ARROW UC1BB2-0ZF007	22	CAT 6 PATCH CORD 7'-0 BLUE	10.21	224.62
DNG4000	1	MISC	714.29	714.29
<u>AV</u>				
Epson-V11H740522	2	BrightLink 695Wi Interactive Projec	1,690.00	3,380.00
Epson-V12H777020	2	Ultra Short Throw Wall Mount BL 685 685Wi/695Wi/PL 675W/680/685W/BL Pro 1450Ui/1460Ui	109.00	218.00
EXTRON 42-312-000798	2	Digital WallVault System 4 inputs HDMI/VGA	5,064.29	10,128.58
Extron-42-255-01	2	VLM 3001 Single Voice Lift Mic Sys	921.43	1,842.86
IOGEAR GUCE62	1		83.10	83.10
PANDUIT LD10WH10	6	LD10 (STICK) WHITE 10'-0"	28.57	171.42
PANDUIT JBP2DWH	8	DbiGang 2Pc SURF Mnt Outlet Box WHT	16.07	128.56
ABC DTSM30-0860-NT	2	5x8 DTS MARKER BOARD NO MAPRAIL NO TRAY	452.00	904.00
	1	ABC CRATING A FRAME HOLDS UP TO 20 BOARDS	185.71	185.71
DNG6000	2	Misc Electrical	121.43	242.86
DNG4000	2	Misc Low Voltage	107.14	214.28
Materials				23,056.18



Pricing Summary

This Quote is Valid for 30 Days.

Shipping & Handling:	\$800.47
CA Local Tax	\$1,886.81

Lump Sum Project Total:	\$39,311.47
--------------------------------	--------------------

DNG PWC/DIR # 1000001928

DIR PROJECT ID # _____

Terms**Net 30****Design Criteria / Assumptions:**

1. Conduits/Electrical Work:

- * All conduit is usable and free of obstructions
- * Conduit, backboxes and sleeves provided by others
- * 110 VAC outlets and circuits not included
- * Core drilling not included, unless otherwise noted
- * Power Supplies, surge suppressors, UPS not included
- * Site shall be accessible during scheduled work hours

2. Pricing:

- * All Pricing is confidential

3. Quality Assurance:

- * All cabling complies with EIA-TIA 568/569B Standards
- * All work shall comply with applicable Building Codes
- * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about DNG's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above. DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

Cancellation: If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager: _____ Date: _____

Customer: _____ Date: _____



10. CONSTRUCTION ADMINISTRATION

10.3 Approval to Enter into an Agreement with Metro Floors for Flooring for Sierra Vista Education Center C&I Room A

BACKGROUND INFORMATION: The district suffered damage to its facilities as a result of two earthquakes in July 2019. After assessing damages and determining the extent of repair necessary, a decision was made to relocate Richmond Elementary School to the district's site at 348 Rowe Street, formerly Vieweg Elementary. In order for the Richmond staff and students to relocate to the Vieweg location, it was necessary for the Curriculum & Instruction (C&I) staff to relocate to the Sierra Vista Education Center (SVEC). Certain improvements are necessary at the SVEC in order to accommodate requirements of the C&I staff.

CURRENT CONSIDERATIONS: Pursuant to Public Contract Code sections 10290 et seq. and 10298 et seq., the governing board of a school district may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements with state agencies that leverage the state's buying power, for acquisitions authorized under specified sections of the California Public Contract Code. District staff obtained and reviewed proposals by KYA and Metro Floors for flooring for the C&I Room "A" at the SVEC. The Metro Floors proposal meets district requirements for the least cost.

FINANCIAL IMPLICATIONS: The cost for the flooring is \$15,197.00. It is anticipated that 75% of this funding will be reimbursed by Cal OES. The remaining 25% will come from Fund 01 – General Fund.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve the agreement with Metro Floors for flooring for the SVEC C&I Room A.

METRO FLOORS

State Contractor Lic. #482566
(661) 835-4680 TELE
(661) 835-4686 FAX

DIR Registration # 1000001370
5620 District Blvd. Suite #105
Bakersfield, CA 93313

DATE: 1-22-20

TELE: 760-499-1891

PROPOSAL TO: Sierra Sands U.S.D.
112 W. Felspar Street

FAX:

PROJECT: Sierra Vista
Curriculum and Instruction Bldg. 'A'
1323 North Norma Street

ADDRESS: Ridgecrest, Ca 93555

ADDRESS: Ridgecrest, Ca 93555

ATTENTION: Randy Coit, Michelle Savko

ADDENDUM: No

Furnish, install & complete the following floor covering, as per plans, taxes and freight included.

CARPET TILE: MILLIKEN. FORMWORK. FWK122 PIER. 50cm X 50cm.
CUSHION BACK. MONOLITHIC INSTALLATION. INSTALL OVER
EXISTING VINYL COMPOSITION TILE (VCT).

BASE: BURKE # 701 BLACK (OR C.T.B.S.) 4" R.T.S.B. AT EXTERIOR
WALLS ONLY.

KERN COUNTY PREVAILING WAGE.

MATERIAL LEAD TIME: APPROX. 2 WEEKS FROM DATE OF ORDER ENTRY.

TOTAL PROPOSAL PRICE: \$ 15,197.00

Exclusions: Unforeseen conditions. Overtime. Demo. R.H. and pH testing.

Note: This proposal and all its contents become part of any contract entered into. Customer to provide smooth broom-clean subfloors and areas free of other trades, debris, and equipment.

Submitted By: Brian Van Boening

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Terms 30 days net.

SIGNATURE

TITLE

DATE

11. BUSINESS ADMINISTRATION

11.1 Approval of Agreement for Professional Services and Lease with Enterprise Fleet Management

BACKGROUND INFORMATION: The district currently maintains a fleet of 48 white vehicles, ranging from light duty vans and trucks to heavy-duty maintenance vehicles. Historically, the district has purchased vehicles and maintained them internally through the transportation department. On November 7, 2019, Enterprise Fleet Management participated in a board workshop to discuss the cost and safety advantages of Fleet Leasing for the district. On December 12, 2019, the school board approved Resolution #17 1920, authorizing the district to proceed with the analysis and an initial proposal with Enterprise Fleet Leasing for leasing the district’s white fleet.

CURRENT CONSIDERATIONS: District staff worked with Greg Murphy from Enterprise on an analysis of the district’s fleet and an initial proposal for year 1 of a 5 year plan for converting to a leasing strategy. Vehicles were prioritized by age, mileage, and usage. In addition, priority was given to 3 vehicles currently requiring significant repairs; 2 vehicles need new engines and 1 needs a new transmission. Once vehicles had been prioritized, Mr. Murphy obtained seating and specialized equipment requirements. The recommended year 1 lease agreement includes:

Number	Description	Department/Usage
4	8 Passenger Van	Special Education
1	8 Passenger Van	Warehouse
4	7 Passenger Van	Special Education
8	¾ Ton Service Body Truck	Maintenance & Operations
1	Ford Ranger	Director of Construction*

*Will trade for ¾ ton utility bed that will go into M&O vehicle pool
Of the 18 vehicles, 14 will be purchased through a local dealer.

FINANCIAL IMPLICATIONS: Initial savings from this purchase are conservatively estimated to be \$ 25,200 per year in fuel costs, and \$ 29,000 per year in maintenance costs. It is anticipated that, once fully implemented, the district will save approximately \$228K per year through resale of vehicles and reduced operating expenses associated with newer vehicles.

The cost of the year 1 lease agreement is as follows:

Capitalized Cost	\$ 16,000.00	One-Time
Tax on Cap Cost	\$ 1,240.00	One-Time
Total Lease Payment	<u>\$130,239.72</u>	\$10,853.31 Monthly X 12
Total	\$147,479.72	

Funding for this lease agreement will come from Fund 01 – General Fund, Capital Outlay.

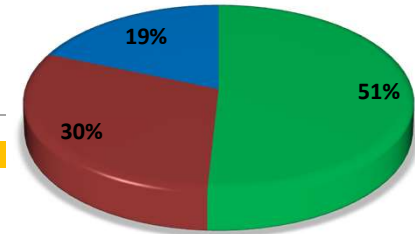
SUPERINTENDENT’S RECOMMENDATION: It is the superintendent’s recommendation that the board approve the Year 1 Fleet Lease Agreement with Enterprise Fleet Management for 18 vehicles as presented.

Sierra Sands Unified School District - Fleet Planning Analysis

Current Fleet	48	Fleet Growth	0.00%	Proposed Fleet	48
Current Cycle	20.00	Annual Miles	10,000	Proposed Cycle	5.00
Current Maint.	\$175.00	Insurance	\$0.00	Proposed Maint.	\$41.77
Fuel Info		MPG	10	Price/Gallon	\$3.50

Fleet Costs Analysis

Fleet Mix			Fleet Cost							Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Estimated Equity from Vehicle Resale	Fuel	Fleet Budget	Net Cash	
Incl. Tax												
Average	48	2.4	48	0	61,528	0	100,800	-1,000	168,000	329,328	0	
'20	48	18	30	18	0	92,558	72,023	-9,000	142,800	298,381	30,947	
'21	48	12	18	30	0	158,174	52,839	-9,000	134,400	336,413	-7,085	
'22	48	10	8	40	0	214,204	36,852	-20,000	126,000	357,056	-27,728	
'23	48	6	2	46	0	252,643	27,260	-18,000	117,600	379,502	-50,174	
'24	48	2	0	48	0	262,809	24,062	-203,637	109,200	192,435	136,894	
'25	48	18	0	48	0	262,809	24,062	-113,289	109,200	282,782	46,546	
'26	48	12	0	48	0	262,809	24,062	-86,029	109,200	310,042	19,286	
'27	48	10	0	48	0	262,809	24,062	-60,582	109,200	335,489	-6,161	
'28	48	6	0	48	0	262,809	24,062	-24,849	109,200	371,222	-41,894	
'29	48	2	0	48	0	262,809	24,062	-193,637	109,200	202,435	126,893	
10 Year Savings										\$227,523	Avg. Sustainable Savings	\$28,934



■ Fuel ■ Maintenance ■ Purchase

Current Fleet Equity Analysis

YEAR	2020	2021	2022	2023	2024
QTY	18	12	10	6	2
RESALE	\$500	\$750	\$2,000	\$3,000	\$5,000
TOTAL	\$9,000	\$9,000	\$20,000	\$18,000	\$10,000
Estimated Current Fleet Equity**					\$66,000

Key Objectives

- Lower average age of the fleet
 - 77% of the light duty fleet is over 10 years old
 - Resale of the aging fleet is significantly reduced
- Safety considerations
 - 3 of 48 vehicles predate Airbag standardization (1998)
 - 30 of 48 vehicles predate Anti-Lock Brake standardization (2007)
 - 37 of 48 vehicles predate Electronic Stability Control standardization (2012), the most significant safety innovation since the invention of the seatbelt
 - 48 of 48 vehicles predate Forward Collision Warning, Blind Spot Warning, and Off-set Crash Test (2017)
 - 48 of 48 vehicles predate Rear View Camera standardization (2018)
- Reduce operating costs
 - Newer vehicles have a significantly lower maintenance expense
 - Newer vehicles have increased fuel efficiency with new technology implementations. **Fuel Savings is calculated at 35%**
- Maintain a manageable vehicle budget
 - Challenged by inconsistent yearly budgets
 - Currently vehicle budget is underfunded

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

***Net Cash is the sum of the 10 year savings from the Fleet Planning Analysis and the Estimated Current Fleet Equity

Year	Make	Model	Series	Aftermarket Equipment	Term	Quote Number	Capitalized Cost Reduction	Tax on Cap Cost Reduction	Monthly Payment	Use Tax	Total Payment	Reduced Book Value at Term	Estimated Market Value	Estimated Equity at Term	Monthly Payment with Adjusted Equity
2020	Chrysler	Voyager		None	60	4563143	\$0.00	\$0.00	\$478.97	\$37.12	\$516.09	\$5,322.80	\$11,622.00	\$6,299.20	\$411.10
2020	Ford	Transit T250	XL	Bulkhead \$600 placeholder	60	4563155	\$0.00	\$0.00	\$550.26	\$42.65	\$592.91	\$6,085.20	\$22,631.00	\$16,545.80	\$317.15
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	F250	XL	Royal Service Body with Vice Platform	60	4563148	\$2,000.00	\$155.00	\$592.60	\$45.93	\$638.53	\$6,509.40	\$22,631.00	\$16,121.60	\$369.84
2020	Ford	Transit	T150XL	None	60	4563100	\$0.00	\$0.00	\$606.00	\$50.00	\$656.00	\$6,711.20	\$14,372.00	\$7,660.80	\$528.32
2020	Ford	Transit	T150XL	None	60	4563100	\$0.00	\$0.00	\$606.00	\$50.00	\$656.00	\$6,711.20	\$14,372.00	\$7,660.80	\$528.32
2020	Ford	Transit	T150XL	None	60	4563100	\$0.00	\$0.00	\$606.00	\$50.00	\$656.00	\$6,711.20	\$14,372.00	\$7,660.80	\$528.32
2020	Chrysler	Voyager		None	60	4563143	\$0.00	\$0.00	\$478.97	\$37.12	\$516.09	\$5,322.80	\$11,622.00	\$6,299.20	\$411.10
2020	Chrysler	Voyager		None	60	4563143	\$0.00	\$0.00	\$478.97	\$37.12	\$516.09	\$5,322.80	\$11,622.00	\$6,299.20	\$411.10
2020	Chrysler	Voyager		None	60	4563143	\$0.00	\$0.00	\$478.97	\$37.12	\$516.09	\$5,322.80	\$11,622.00	\$6,299.20	\$411.10
2020	Ford	Ranger	Supercab XL	None	60	4563147	\$0.00	\$0.00	\$430.44	\$33.36	\$463.80	\$4,800.00	\$11,718.00	\$6,918.00	\$348.50
2020	Ford	Transit	T150XL	None	60	4563100	\$0.00	\$0.00	\$606.00	\$50.00	\$656.00	\$6,711.20	\$14,372.00	\$7,660.80	\$528.32
							\$16,000.00	\$1,240.00				\$10,853.31			\$7,382.03

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in January 2020 are submitted for approval. “A” warrants totaled \$3,241,202.79. “B” warrants totaled \$982,469.45.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for January 2020 as presented.

This list represents the "A" and "B" warrants released during the month of January 2020
 The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$2,273,721.14
End of month classified	\$828,961.25
10th of month certificated	\$82,430.12
10th of month classified	\$56,090.28
15th of month certificated	\$0.00
15th of month classified	\$0.00
Total "A" Warrants	\$3,241,202.79

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 98	\$ 116,314.28
Batch 100	\$ 263,563.93
Batch 101	\$ 10,477.82
Batch 103	\$ 95,020.26
Batch 104	\$ 87,167.92
Batch 106	\$ 23,235.69
Batch 107	\$ 72,015.88
Batch 108	\$ 82,118.73
Batch 109	\$ 48,023.54
Batch 110	\$ 1,331.53
Batch 111	\$ 92,819.34
Batch 112	\$ 73,370.23
Batch 114	\$ 17,010.30
Total "B" Warrants	\$ 982,469.45

12. CONSENT CALENDAR

12.2 Approval of Recommendation for Expulsion, Expulsion Case #4 1920

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #4 1920: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2019-20 spring semester and the 2020-21 fall semester. The fall semester may be suspended if the student completes the prescribed rehabilitation program outlined in the stipulated agreement.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #4 1920, as presented.

12. CONSENT CALENDAR

12.3 Approval of Recommendation for Expulsion, Expulsion Case #5 1920

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #5 1920: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2019-20 spring semester and the 2020-21 fall semester. The fall semester may be suspended if the student completes the prescribed rehabilitation program outlined in the stipulated agreement.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #5 1920, as presented.

12. CONSENT CALENDAR

12.4 Approval of Recommendation for Expulsion, Expulsion Case #6 1920

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #6 1920: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2019-20 spring semester and the 2020-21 fall semester. The fall semester may be suspended if the student completes the prescribed rehabilitation program outlined in the stipulated agreement.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #6 1920, as presented.

12. CONSENT CALENDAR

12.5 Approval of Recommendation for Expulsion, Expulsion Case #7 1920

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #7 1920: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2019-20 spring semester. The student will be eighteen years old in June, 2020 and will be ineligible to return to Mesquite High School.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #7 1920, as presented.

12. CONSENT CALENDAR

12.6 Adoption of Resolution #21 1920 Authorizing Board Member Compensation for
Absence due to Military Reserve Duty (Johnson)

BACKGROUND INFORMATION: Board Bylaw 9250 specifies that members may be paid for meetings missed when the board, by resolution, finds that they were performing designated duties of the district at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the board.

CURRENT CONSIDERATIONS: Board member Tim Johnson will be absent from the regular board meeting of March 12, 2020 due to his fulfillment of military reserve duty.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: As provided by board bylaws, it is requested that the board adopt Resolution #21 1920 authorizing board member compensation for Tim Johnson for absence from the regular meeting of March 12, 2020 as presented.

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

RESOLUTION #21 1920

RE: BOARD MEMBER COMPENSATION FOR ABSENCE DUE TO FULFILLMENT OF MILITARY
RESERVE DUTY ORDERS

WHEREAS, in accordance with board bylaws, a resolution must be adopted in order to compensate a member of the Board of Education for absence from a meeting:

THEREFORE, BE IT RESOLVED that the Governing Board of the Sierra Sands Unified School District authorized payment of compensation to Tim Johnson for absence from the regular meeting of March 12, 2020 due to fulfillment of military reserve duty orders.

PASSED AND ADOPTED this twentieth day of February 2020, by the Governing Board of the Sierra Sands Unified School District by the following vote, to wit:

AYES:
NOES:
ABSENT:

Dave Ostash, Ed.D., Secretary to the Board
Sierra Sands Unified School District

12. CONSENT CALENDAR

12.7 Approval of the 2020-21 AVID (Advancement Via Individual Determination) Implementation Contract

BACKGROUND INFORMATION: The Elementary and Secondary Education Act (ESEA), as well as the principles of Common Core, place major emphasis upon professional development and the use of validated research based programs and strategies in order to improve student achievement and facilitate college readiness.

CURRENT CONSIDERATIONS: AVID’s mission is to close the achievement gap by preparing all students for college readiness and success in a global society. It is designed to increase school wide learning and performance. Sierra Sands has implemented the AVID program for the past ten years with excellent results.

FINANCIAL IMPLICATIONS: The 2020-21 AVID implementation agreement includes site membership fees and subscriptions to AVID Weekly for Monroe, Murray, and Burroughs in the amount of \$14,037. Local Control Funding Formula (LCFF) supplemental funding continues to be the appropriate fund source for this agreement.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board of education authorize the district to enter into the AVID Implementation Contract as presented.

AVID Center

Products and Services Quote/Order



Quote/Order #: Q-78365
 Client: Sierra Sands Unified School District
 Address: 113 W Felspar Ave
 Ridgecrest, CA 93555

AVID Center Representative: Ala Rudziankova
 Phone: (858) 654-5084
 Email: arudziankova@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

James Monroe Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
James Monroe Middle School SUBTOTAL:			\$4,679.00

Murray Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Murray Middle School SUBTOTAL:			\$4,679.00

Sherman E Burroughs High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$580.00
Sherman E Burroughs High Sch SUBTOTAL:			\$4,679.00

TOTAL: \$14,037.00

plus all applicable taxes

This AVID Products and Services Quote/Order (“Quote/Order”), together with the General Terms and Conditions (“Ts&Cs”) attached hereto as Exhibit “A” (collectively, this “Agreement” or “AVID Agreement”), constitutes a binding agreement between AVID Center and the “Client” identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Sierra Sands Unified School District

Signature: DocuSigned by:
David S. Greulich
ECA0599C000844D...
Print Name: David S. Greulich

Signature: DocuSigned by:
Michelle Savko
0E051AA2FA084E2...
Print Name: Michelle Savko
Email Address: msavko@ssusd.org

Title: Controller

Title: Assistant Supt. of Curr. & Inst.

Date: 1/28/2020 | 11:38 AM PST

Date: 1/28/2020 | 10:35 AM PST

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the “AVID” trademarks, service marks and logos (collectively, “AVID Trademarks”) only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center’s substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: “[AVID Trademark] is a [registered] trademark of AVID Center.”

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center’s prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto (“Intellectual Property Rights”). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, “Feedback”) and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client’s Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center’s Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center’s expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, “Data”) specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) **Confidentiality.** Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site’s breach of such obligations.

(b) **Exceptions.** The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.