

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**October 21, 2010  
Ridgecrest City Council Chambers  
100 West California Avenue  
*www.ssusd.org***

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

**A G E N D A**

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

**7:00 P.M.**

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

Joanna Rummer, Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

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

**2. APPROVAL OF MINUTES of the regular and special meetings of September 16, 2010**

**3. PROGRAMS AND PRESENTATIONS**

- Recognition of Amy Covert for ten years of service as a member of the Board of Education, Sierra Sands Unified School District.

**4. PUBLIC HEARING**

**5. REPORTS AND COMMUNICATIONS**

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- First Month Enrollment Report
- Other items of Interest

5.4 Communications

- Publications from schools

5.5 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 Implementation of the Professional Learning Community Concept at Monroe and Murray Middle Schools (Goal #1, #2)

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revisions to AR 5144.2, Suspension and Expulsion Due Process (Students with Exceptional Needs)

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

9.2 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association

9. GENERAL ADMINISTRATION (continued)

- 9.3 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (*Goal #1, #2, #3, #4*)

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Measure “A” and Other Construction Activities and Issues  
10.2 Approval of Contract with David G. Payte for Division of the State Architect (DSA) as the District’s Modernization Inspector of Record (IOR)  
10.3 Approval of the Contract with Earth Systems Southern California for Grading Observation, Compaction and Materials Testing Services for the Career and Technical Education Building at Burroughs High School  
10.4 Rejection of Selected Bids for the Career Technical Education Building (*Goal #2*)

11. BUSINESS ADMINISTRATION

- 11.1 Report to the Board: Update on State Budget

12. CONSENT CALENDAR

- 12.1 Approval of Contract with Breakaway Consulting  
12.2 Approval of Professional Services Agreement with Dannis Woliver Kelly, LLP for Legal Services  
12.3 Approval of “A” and “B” Warrants  
12.4 Approval of Recommendation for Expulsion, Expulsion Cases #1 1011, and #2 1011

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be November 18, 2010

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: September 16, 2010  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Johnson, Pearl, Rockwell,  
Student Member: Charlotte Flatebo  
MEMBERS ABSENT: Farris, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Charlotte Flatebo.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus with the following notations. Mrs. Rummer asked that item 10.1 be removed from the agenda and also that we consider item 3.1 from the Inyo-Kern Schools Authority agenda after item 10.1 on this agenda. Additionally, the superintendent reported that Item 12.3 of the 8-19-10 board meeting, Amendment of Superintendent's Contract, which was tabled by the board, has been withdrawn.

2. APPROVAL OF MINUTES

The minutes of the regular and special meetings of August 19, 2010 as well as the regular and special meetings on September 2, 2010 were adopted by consensus with one change on the minutes of the special meeting on Sept 2, 2010. Mr. Johnson was not in attendance at that meeting. Noting this one change, the minutes were approved as amended.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

4.1 Public Hearing and Adoption of Resolution #4 1011 Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils Are Provided with Standards-Aligned Textbooks and Instructional Materials

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4. PUBLIC HEARING (continued)

Opened the public hearing at 7:05 and hearing no comments, closed the public hearing at 7:06.  
Hearing no comments during the public hearing, resolution #4 1011 was approved as read.  
DIETRICHSON/COVERT

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

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Mr. Rockwell welcomed Charlotte Flatebo as the new student representative to the board. Miss Flatebo began her report with information from Murray Middle School. Murray held their new student orientation and Avid students helped parents tour the school on Back to School Night. Patriot day was fun and dances and sports are all underway. Mesquite had a great start of the school year. Mrs. Kennedy is the new principal. They held a get aquatinted picnic and have already had their first pathway to graduation to determine what is needed to graduate. Burroughs held their first dance and ASB held their parking lot auction today. First varsity game is tomorrow at BHS. At lunch tomorrow there will be a spirit rally. Their Back to School Night is next week. Additionally, the program *Rachel's Challenge* is next week and homecoming is right around the corner.

5.2 Reports from Members of the Board

Mr. Johnson reported that he has enjoyed the Back to School Nights and the cornerstone ceremony as well. He also reported that Murray's new class, *Gateway to Technology*, was exciting to see. Mrs. Covert shared that she attended the Patriot Day Assembly at Murray and it was a very moving ceremony. She also noticed while attending the Parade of 1000 Flags that many schools had teams participating and was glad to see them involved in this event. This weekend Mrs. Covert is attending the NAFIS conference and will be reporting back to the board at the next meeting. Judy Dietrichson shared that the Annual Trustees Fall Meeting notification was received and approval is needed for this travel at the next board meeting in order for reservations to be made. Mr. Rockwell reported that the Cornerstone Ceremony at Burroughs was a great experience. He was thrilled to represent the board at this ceremony and is excited to see Project Lead The Way coming to this building. The Masons participation along with the community and the base was great! Assemblymember Jean Fuller was also in attendance.

5.3 Superintendent's Report

Mrs. Rummer reported to the board, staff, and community that all schools are up and running and it has been a smooth beginning. We did have a flood at Richmond which caused some changes in classrooms that are now temporarily being housed at Gateway, Pierce, and Monroe. Thank you to everyone for their participation in this accomplishment. Everyone pulled together to get these classes moved and the clean up done. The superintendent gave an enrollment report stating that enrollment fell about 146 students from this time last year. Two thirds of the students have moved from the community while the rest are participating in other programs.

5.4 Communications

5.5 Comments from the public on items not on the agenda

No comments were made.

6. EDUCATIONAL ADMINISTRATION

6.1 Report to the Board: Overview of the Sierra Sands Academic Performance Index (API) and Adequate Yearly Progress (AYP) with Results and Analysis of the STAR Testing Program for Spring 2010 (Goal #1, #2, #4)

Mrs. Kennedy along with Mrs. Hickle presented a power point presentation outlining the progress our students have made in the various testing areas. Discussion and questions from the board were addressed by staff.

6.2 Review and Approval of Adult School Program Offerings for the 2010-11 School Year (Goal #1)

Adult School Program Offerings were presented by Mrs. Kennedy. Following discussion by the board, motion passed to approve the Adult School Offerings for the 2010-11 school year. COVERT/DIETRICHSON

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

6.3 Review and Approval of SMART Goals To Establish Performance Goals and Objectives of the Superintendent

Following discussion by the board, motion passed to approve the Smart Goals to establish performance goals and objectives of the superintendent with the addition that there will be more periodic reviews. COVERT/DIETRICHSON

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revision of BP/AR 7511, Naming a Facility

Motion was approved to adopt revisions to board policy #7511, Naming a Facility. A new administrative regulation #7511, Naming a Facility was presented for informational purposes only. DIETRICHSON/COVERT

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

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

AYES: Covert, Dietrichson, Johnson, Pearl Rockwell

ABSENT: Farris, Scott

These actions are made a part of the minutes by reference and are filed in the Board Record Book.

8.3 Approval of Resolutions #5 1011, #6 1011, and #7 1011, Teachers Teaching Out of Their Major/Minor Field or Area

After questions and discussions, motion passed to approve Resolution #5 1011, #6 1011, and #7 1011, Teachers Teaching Out of Their Major/Minor Field or Area. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Johnson, Pearl, Rockwell

ABSENT: Farris, Scott

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

Motion passed to approve the waiver request as presented. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Johnson, Pearl, Rockwell

ABSENT: Farris, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

Motion passed to accept the gift of posters from Mr. and Mrs. Holland valued at \$100.00.  
PEARL/COVERT

AYES: Covert, Dietrichson, Johnson, Pearl, Rockwell

ABSENT: Farris, Scott

9.2 Nominations for Directors-at-Large (Asian/Pacific Islander and Hispanic) to the California School Boards Association (CSBA) Board of Directors

No nominations were made.

9. GENERAL ADMINISTRATION (continued)

9.3 Consideration of Resolution #8 1011 to Initiate the Process For A Change in Election System

Motion passed to approve resolution #8 1011 to initiate the process for a change in the election system. DIETRICHSON/JOHNSON

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

10 CONSTRUCTION ADMINISTRATION

10.1 Item was pulled from the agenda as noted when the agenda was adopted.

Mr. Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:05 and called to order the regular meeting of the Inyo Kern Schools Financing Authority.

Mr. Rockwell adjourned the meeting of the Inyo-Kern Schools Financing Authority at 8:12 p.m. and re-opened the regular meeting of the Sierra Sands Unified School District

11. BUSINESS ADMINISTRATION

11.1 Approval of Professional Services Agreement with Schools Legal Services

Motion passed to approve the professional services agreement with Schools Legal Services. COVERT/JOHNSON

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

11.2 Adoption of Resolution #9 1011 Approving the 2010-2011 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

Motion passed to approve resolution #9 1011 approving the Estimated Gann Limit Calculation. JOHNSON/COVERT

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

11.3 Ratification of Bid for the Purchase of Dairy Products

Motion passed to ratify the bid for the purchase of dairy products to Mather Dairy, Inc. DIETRICHSON/COVERT

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



11. BUSINESS ADMINISTRATION (continued)

11.4 Adoption of Resolution #10 1011 Authorization to Extend the Existing Contract with Sara Lee Food & Beverage Co., for the Purchase of Bread Products for the 2010-11 School Year

Motion passed to adopt resolution #10 1011 to extend the existing contract with Sara Lee Food and Beverage Co. for the purchase of bread products for the 2010-11 school year.

Dietrichson/Covert

AYES: Covert, Dietrichson, Johnson, Pearl, Rockwell

ABSENT: Farris, Scott

11.5 Acceptance of the 2009-10 Unaudited Actuals

Mrs. Janson along with Mr. MacGregor presented the Unaudited Actuals. Motion passed to approve the acceptance of the 2009-10 unaudited actuals as presented.

DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Johnson, Pearl, Rockwell

ABSENT: Farris, Scott

12. CONSENT CALENDAR

12.1 Approval of Contract Renewal with Susan Stuart & Associates to Provide Professional Services in Reserving School Facilities Program Funds for Modernization and New Construction Projects

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

12.3 Approval of "A" and "B" Warrants

12.4 Approval of Interdistrict Transfer Agreement

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

AYES: Covert, Dietrichson, Johnson, Pearl, Rockwell

ABSENT: Farris, Scott

13. FUTURE AGENDA

Approval of board travel to the Annual County Trustees Dinner Meeting on October 28.

14. ADJOURNMENT was at 8:37 p.m.

THE BOARD OF EDUCATION

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Tom Pearl, Vice President/Clerk

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Joanna Rummer, Secretary to Board

recorder: Alison Burson

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: September 16, 2010  
TIME OF MEETING: 6:45 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Covert, Dietrichson, Johnson, Pearl, Rockwell  
MEMBERS ABSENT: Farris, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was deferred to the beginning of the regular meeting.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. CLOSED SESSION

The board met in closed session with the superintendent to discuss anticipated litigation regarding one potential case of significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (b).

No action was taken

3. ADJOURNMENT was at 6:55 p.m.

THE BOARD OF EDUCATION

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Tom Pearl, Vice President/Clerk

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Joanna Rummer, Secretary to Board

**Sierra Sands Unified School District  
First Month Enrollment 2010-2011**

SCHOOL	10-11 %	09-10 %	K	1	2	3	4	5	6	7	8	9-12	SDC	10-11. TOTAL	09-10 TOTAL	CHANGE
FALLER	97.2%	97.3%	84	100	85	74	79	64						486	483	<b>3</b>
GATEWAY	97.2%	96.0%	86	93	74	68	78	77						476	489	<b>-13</b>
INYOKERN	97.3%	95.6%	28	36	37	37	39	28					1	206	217	<b>-11</b>
LAS FLORES	97.3%	97.3%	59	88	75	74	57	83						436	470	<b>-34</b>
PIERCE	96.6%	97.2%	59	59	49	56	51	61						335	317	<b>18</b>
RAND	91.8%	88.6%	2	1	3	2								8	7	<b>1</b>
RICHMOND ANNEX	88.3%	93.4%											91	91	81	<b>10</b>
RICHMOND	97.2%	97.4%	68	84	67	65	76	53						413	402	<b>11</b>
<b>TOTAL K -5</b>	<b>96.8%</b>	<b>96.8%</b>	<b>386</b>	<b>461</b>	<b>390</b>	<b>376</b>	<b>380</b>	<b>366</b>					<b>92</b>	<b>2451</b>	<b>2466</b>	<b>-15</b>
MONROE	96.4%	96.4%							162	152	185		33	532	515	<b>17</b>
MURRAY	97.0%	96.9%							173	221	196		25	615	672	<b>-57</b>
<b>TOTAL 6 -8</b>	<b>96.7%</b>	<b>96.7%</b>							<b>335</b>	<b>373</b>	<b>381</b>		<b>58</b>	<b>1147</b>	<b>1187</b>	<b>-40</b>
BURROUGHS	96.3%	96.7%										1456	62	1518	1571	<b>-53</b>
MESQUITE												128		128	155	<b>-27</b>
														0		<b>0</b>
<b>TOTAL 9 - 12</b>	<b>96.3%</b>	<b>96.7%</b>										<b>1584</b>	<b>62</b>	<b>1646</b>	<b>1726</b>	<b>-80</b>
<b>10-11 TOTAL</b>	<b>96.6%</b>		<b>386</b>	<b>461</b>	<b>390</b>	<b>376</b>	<b>380</b>	<b>366</b>	<b>335</b>	<b>373</b>	<b>381</b>	<b>1584</b>	<b>212</b>	<b>5244</b>	<b>---</b>	<b>---</b>
<b>09-10 TOTAL</b>		<b>96.7%</b>	<b>417</b>	<b>452</b>	<b>383</b>	<b>395</b>	<b>396</b>	<b>334</b>	<b>373</b>	<b>375</b>	<b>388</b>	<b>1659</b>	<b>207</b>		<b>5379</b>	<b>---</b>
<b>CHANGE</b>		<b>-0.10%</b>	<b>-31</b>	<b>9</b>	<b>7</b>	<b>-19</b>	<b>-16</b>	<b>32</b>	<b>-38</b>	<b>-2</b>	<b>-7</b>	<b>-75</b>	<b>5</b>	<b>---</b>	<b>---</b>	<b>-135</b>

Elementary K - 5

Regular -

K	386	417
1 - 3	1227	1230
4 - 5	746	730
Special Education -		
SDC	92	89
RSP	113	86

Middle 6-8

Regular	1089	1136
Special Education -		51
SDC	58	57
RSP	76	71

High School 9 - 12

Regular	1456	1504
Continuation	128	155
ROP	292	317
Special Education -		
SDC	62	67
RSP	90	87

Adult

10-11    09-10

250	261
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## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Implementation of the Professional Learning Community Concept at Monroe and Murray Middle Schools (Goal #1, #2)

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**BACKGROUND INFORMATION:** Research from both inside and outside of education supports the premise that organizations are more effective when the people within them work collaboratively rather than in isolation. The Professional Learning Community concept offers specific structures to support collaboration.

Characteristics of a learning community include:

- A shared mission, vision, values, goals
- Collaborative teams focused on learning
- Collective inquiry into best practice and current reality
- Action orientation and experimentation
- Commitment to continuous improvement
- Results oriented

Educational research demonstrates how professional learning communities help collaborative teams shift the focus from teaching to learning by examining the following four questions:

- What is it we expect students to learn?
- How will we know when they have learned it?
- How will we respond when they don't learn?
- How will we respond when they already know it?

The strategies and structures of a professional learning community focus on learning rather than teaching, working collaboratively on matters related to learning, and holding itself accountable for the kind of results that impact continual improvement.

**CURRENT CONSIDERATIONS:** Sierra Sands sent thirty-four staff members to a Professional Learning Community Institute in June 2010. Every principal, and staff members from each school, attended this institute to learn about research based strategies to improve learning for students. All sites are using the information they received at this institute to implement a plan for learning, a means for determining the level of learning, intervention support when learning does not take place, and enrichment for those students who demonstrate mastery. Monroe and Murray have created a comprehensive plan to address student learning at their schools and Mrs. Smith is providing an overview of this plan.

**FINANCIAL IMPLICATIONS:** Costs vary according to site and plan implementation. All costs are funded using categorical resources.

**SUPERINTENDENT'S RECOMMENDATION:** This presentation is for informational purposes only and requires no action.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Revisions to AR 5144.2, Suspension and Expulsion Due Process (Students with Exceptional Needs)

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

CURRENT CONSIDERATIONS: AR 5144.2, Suspension and Expulsion/Due Process (Students With Disabilities) was last reviewed on December 11, 2008. This administrative regulation has been updated to delete detailed notification requirements since these requirements are the same for all students as reflected in AR 5144.1-Suspension and Expulsion/Due Process

FINANCIAL IMPLICATIONS: None

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

**Students**

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

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

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred. (20 USC 1415 (k)(5);34 CFR 300.534)

The district shall be deemed to have knowledge that the student has a disability if one of the following conditions exists: (20 USC 1415(l)(5);34 CFR 300.534)

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.

*(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)*

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

Students

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

**SUSPENSION**

The Superintendent or designee may suspend a student with a disability for up to ten consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530).

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. [6159](#) - Individualized Education Program)

The district shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances: (34 CFR [300.536](#))

## **Students**

### **SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
  - a. The series of removals total more than 10 school days in a school year.
  - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
  - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the removal has been determined to be a change of placement as specified in items #1-2 above, the student's IEP team shall determine the appropriate educational services. (34 CFR [300.530](#))

#### Services During Suspension

Any student suspended for more than 10 school days in the same school year shall continue to receive services during the term of the suspension. School personnel, in consultation with at least one of the student's teachers, shall determine the extent to which services are needed as provided in 34 CFR [300.101\(a\)](#), so as to enable the student to continue to participate in the general education curriculum in another setting and to progress toward meeting the goals as set out in his/her IEP. (20 USC [1412\(a\)\(1\)\(A\)](#); 34 CFR [300.530](#))

If a student with disabilities is excluded from school bus transportation, the student shall be provided with an alternative form of transportation at no cost to the student or his/her parent/guardian, provided that transportation is specified in his/her IEP. (Education Code [48915.5](#))

(cf. [3541.2](#) - Transportation for Students with Disabilities)

#### Interim Alternative Educational Placement Due to Dangerous Behavior



Students

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC [1415\(k\)\(1\)\(G\)](#); 34 CFR [300.530](#))

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC [1415\(k\)\(1\)\(G\)](#), 34 CFR [300.531](#))

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR [300.504](#). (20 USC [1415\(k\)\(1\)\(H\)](#); 34 CFR [300.530](#))

A student who has been removed from his/her current placement because of dangerous behavior shall receive services to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC [1415\(k\)\(1\)\(D\)](#); 34 CFR [300.530](#))

Manifestation Determination

The following procedural safeguards shall apply when a student is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

Students

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

1. Notice: On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR [300.504](#). (20 USC [1415\(k\)\(1\)\(H\)](#); 34 CFR [300.530](#))

(cf. [5145.6](#) - Parental Notifications)

(cf. [6159.1](#) - Procedural Safeguards and Complaints for Special Education)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC [1415\(k\)\(1\)\(E\)](#); 34 CFR [300.530](#))

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC [1415\(k\)\(1\)\(E\)](#); 34 CFR [300.530](#))

a. Caused by or had a direct and substantial relationship to the student's disability

b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC [1415\(k\)\(1\)\(E\)](#); 34 CFR [300.530](#))

Students

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC [1415\(k\)\(1\)\(F\)](#); 34 CFR [300.530](#))

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC [1415\(k\)\(1\)\(F\)](#); 34 CFR [300.530](#))

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

4. Determination that Behavior is Not a Manifestation of the Student's Disability: If the manifestation determination review team determines that the student's behavior was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC [1415\(k\)\(1\)\(D\)](#); 34 CFR [300.530](#))

The student shall receive services to the extent necessary to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC [1415\(k\)\(1\)\(D\)](#); 34 CFR [300.530](#))

(cf. [6158](#) - Independent Study)

(cf. [6185](#) - Community Day School)

Students

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR [300.530](#) (suspension and removal for dangerous circumstances) or 34 CFR [300.531](#) (interim alternative placement), or the manifestation determination under 34 CFR [300.530\(e\)](#), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR [300.507](#) and [300.508\(a\)](#) and (b). (20 USC [1415\(k\)\(3\)](#); 34 CFR [300.532](#))

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR [300.507](#), [300.508](#) (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR [300.532](#) as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC [1415\(k\)\(4\)](#); 34 CFR [300.533](#))

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP needs to be established when the student is readmitted team meeting shall be convened.

Suspension of Expulsion

The *Governing* Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities *in the same* manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Students

**SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH EXCEPTIONAL NEEDS)**

~~Prior to the suspension or expulsion of any student with a disability, the principal or designee shall notify appropriate city or county law enforcement authorities of any act of assault with a deadly weapon which may have violated Penal Code 245. (Education Code 48902).~~

~~The principal or designee also shall notify appropriate city or county law enforcement authorities of acts by any student with a disability which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902).~~

~~Within one school day after a suspension or expulsion of a student with disabilities, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any act by the student which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902).~~

***Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR5144.1 – Suspension and Expulsion/Due Process.***

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

*Legal Reference:*

EDUCATION CODE

35146 Closed sessions (re suspensions)

35291 Rules (of governing board)

48203 Reports of severance of attendance of disabled students

48900-48925 Suspension and expulsion

56000 Special education; legislative findings and declarations

56320 Educational needs; requirements

56321 Development or revision of individualized education program

56329 Independent educational assessment

Students

**SUSPENSION AND EXPULSION/DUE PROCESS (INDIVIDUALS STUDENTS WITH EXCEPTIONAL NEEDS)**

*Legal Reference: (continued)*

56340-56347 Individual education program teams

56505 State hearing

GOVERNMENT CODE

54950 (re closed sessions)

PENAL CODE

245 Assault with deadly weapon

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act

626.10 Dirks, daggers, knives, razors or stun guns

UNITED STATES CODE, TITLE 18

930 Weapons

1365 Serious bodily injury

UNITED STATES CODE, TITLE 20

1412 State eligibility

1415 Procedural Safeguards

UNITED STATES CODE, TITLE 21

812 (c) Controlled substances

UNITED STATES CODE, TITLE 29

706 Definitions

794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and Placement

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially;

300.530-300.537 Discipline procedures

COURT DECISIONS

*Schaffer v. Weast* (2005) 125 S. Ct. 528

*Parents of Student W.v.Puyallup School District*, (1994 9<sup>th</sup> Cir.) 31 F. 3d 1489

*M.P. v Governing Board of Grossmont Union High School District*, (1994) 858 F. Supp.1044

*Honig v. Doe*, (1988) 484 U.S. 305

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education:

<http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep/index.html>

Regulation

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

approved: ~~December 11, 2008~~ ***October 21, 2010***

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.



8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Roxane Catalano  
4<sup>th</sup> Grade – Inyokern  
Effective 9-13-10

Alishia Irvin  
Occupational Therapist – Richmond  
Effective 9-24-10

Amy Self  
Resource Specialist – Richmond  
Effective 9-1-10

Substitute Teachers for 10-11 year

Ingrid Jess  
Candi Olsen  
Ruth Schreiner  
Cynthia Whipple

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Roxane Catalano  
5 ½ hr. Paraprofessional – James Monroe Middle School  
Effective 09-09-2010

Patricia Rockwell  
6 ½ hr. Clerk II – Murray Middle School  
Effective 09-10-2010

Roberta Skinner  
1 ½ hr. Noon Duty Supervisor – Gateway Elementary  
Effective 09-09-2010

Amy Self  
5 ½ hr. Paraprofessional – James Monroe Middle School  
Effective 08-31-2010

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Lindsay Johnson  
5 ½ hr. Paraprofessional – James Monroe Middle School  
Effective 09-27-10

Seydi Orellana  
5 ½ hr. Paraprofessional – James Monroe Middle School  
Effective 09-27-10

Kathryn Schnuderl  
1 ½ hr. Noon Duty Supervisor – Richmond Elementary  
Effective 09-27-10

8. PERSONNEL ADMINISTRATION

8.23 EMPLOYMENT (continued)

Cassi Witt  
5 ½ hr. Paraprofessional – Richmond Elementary  
Effective 09-27-10

Student Food Service Workers for the 2010-2011 School Year  
Jonathan Baber  
Bryce Mapp

Student Workability Workers for the 2010-2011 School Year  
Megan Coffland  
Allen Fuller  
Crystal Gonzales  
Marty Gonzalves  
Robert Martin  
Sarah McGowen  
Michael Rice  
Candace Thompson  
Albert Zink Jr.

Classified Substitutes  
Donna Atwood  
Sara Baird  
Wilburn Barnett Jr.  
Case Fairall  
Angela Winters

8.24 CHANGE OF STATUS

Reid Baker  
From: School Bus Driver II – Transportation  
To: Utility Worker – Burroughs  
Effective 09-15-10

Lawrence Baile  
From: 5.25 hr. School Bus Driver I – Transportation  
To: 5 hr. School Bus Driver I – Transportation  
Effective 10-01-10

8. PERSONNEL ADMINISTRATION

8.23 CHANGE OF STATUS (continued)

Clara Brazelton

From: 7.5 hr. School Bus Driver I – Transportation

To: 8 hr. School Bus Driver I – Transportation

Effective 10-01-10

Judy Burns

From: 2 hr. Noon Duty Supervisor – Faller Elementary

To: 1 ½ hr. Noon Duty Supervisor – Faller Elementary

Effective 10-13-2010

Kelly Cropley

Add: 2 ¼ hr. Food Service Assistant I – Murray Middle School

Effective 09-21-2010

Kris Dennis

From: 2 hr. Noon Duty Supervisor – Faller Elementary

To: 1 ¾ hr. Noon Duty Supervisor – Faller Elementary

Effective 10-13-2010

Tina Halterman

From: 4 hr. Paraprofessional/Student Supervisor – Murray Middle School

To: 6 ½ hr. Clerk II – Murray Middle School

Effective 09-16-10

Cynthia Fox

From: 5 ½ hr. Paraprofessional – Burroughs High School

To: 5 ½ hr. Paraprofessional – Richmond Elementary

Effective 10-18-10

Melissa Lenderman

Add: Two 1 hr. Food Service Assistant I – Mesquite High School

Effective 10-04-2010

Johnnie Lopez

From: 7.5 hr. School Bus Driver I – Transportation

To: 8 hr. School Bus Driver I – Transportation

Effective 10-01-10

8. PERSONNEL ADMINISTRATION

8.23 CHANGE OF STATUS (continued)

Vicki Peach

From: 5.5 hr. School Bus Driver I – Transportation

To: 5.25 hr. School Bus Driver I – Transportation

Effective 10-01-10

Cindy Stone

From: 2 hr. Noon Duty Supervisor – Faller Elementary

To: 1 ¾ hr. Noon Duty Supervisor – Faller Elementary

Effective 10-13-2010

Darla Thompson

From: 7.5 hr. School Bus Driver II – Transportation

To: 8 hr. School Bus Driver II – Transportation

Effective 10-01-10

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

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CURRENT CONSIDERATIONS: The following gifts have been received:

The District has received the following donations in support of Murray Middle School; a cello from Peggy Carey with a value of \$400, books from Karen LaFontaine with a value of \$121, and an HP 4200 printer/scanner and ink cartridges with a value of \$50. Burroughs High School received six iRobot create kits from iRobot Corporation with a value of \$774 and \$500 from Howard and Barbara Auld towards the trip to Scotland for the drama department.

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

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**BACKGROUND INFORMATION:** At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2010-11 travel budget for the board was reviewed, discussed and approved as part of the June 17, 2010 district budget submittal.

**CURRENT CONSIDERATIONS:** The Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on Thursday, October 28, 2010 in Bakersfield. Four board members are planning to attend with one board member paying the cost of their own dinner.

Dinner cost = \$29.50 (3 people)	\$ 88.50
Fuel for District Vehicle	\$ 50.00
 Total Expense	 \$138.50

**FINANCIAL IMPLICATIONS:** The travel budget for the board for 2010-11 is \$18,700.00. To date, approximately \$2,321 has been spent and approximately \$10,000 has been approved for the annual CSBA conference.

**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 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act (*Goal #1, #2, #3, #4*)
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**BACKGROUND INFORMATION:** California Education Code 35186 specifies that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

This procedure is intended to address all of the following:

- (1) A complaint related to instructional materials as follows:
  - (A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.
  - (B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
  - (C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- (2) A complaint related to teacher vacancy or misassignment as follows:
  - (A) A semester begins and a certificated teacher is not assigned to teach the class.
  - (B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.
  - (C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- (3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.



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

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between July 1, 2010 through September 30, 2010 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only. A copy of this report will be forwarded to the Kern County Superintendent of Schools as required by state law.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure “A” and Other 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 Measure “A” and other construction efforts.

CURRENT CONSIDERATIONS: Construction activity and planning continue at several sites. Mr. Auld will update the board and community on these activities.

FINANCIAL IMPLICATIONS: None

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

## 10. CONSTRUCTION ADMINISTRATION

10.2 Approval of Contract with David G. Payte as the District's Modernization Inspector of Record (IOR) for the Division of the State Architect (DSA)

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BACKGROUND INFORMATION: The district is currently under contract with Steven Payte, DSA Inspections, Inc. for Inspector of Record services. The district has been well satisfied with the quality of services provided by Steven Payte, DSA Inspections, Inc. and will continue this working relationship with Steven Payte, DSA Inspection Services specifically for the Sherman E. Burroughs High School Career and Technical Education building and other inspection services as deemed necessary by the district.

CURRENT CONSIDERATIONS: Mr. David G. Payte has served as the district's Inspector of Record on the Faller, Inyokern and HVAC retrofit projects, under the auspices of a contract between Sierra Sands Unified School District and Steven Payte, DSA Inspections, Inc. At this time, Mr. David G. Payte wishes to work independently of Steven Payte, DSA Inspections, Inc. Under separate contract, Mr. David G. Payte will provide inspection services as described above, as well as any additional inspection services requested by the district within his current or future licensure and as authorized by DSA. The District has been well served by Mr. David G. Payte and wishes to continue to retain his services as a DSA Inspector of Record.

FINANCIAL IMPLICATIONS: The cost for the separate contract with David G. Payte is \$60.00 per hour, which is approximately ten percent less than the previous billing rate through Steven Payte, DSA Inspections, Inc. There are no additional costs or expenses associated with David G. Payte's proposed contract.

SUPERINTENDENT'S RECOMMENDATION: The superintendent recommends contracting separately for the Inspector of Record with David G. Payte for the projects described herein, as well as any additional projects for which he is authorized by DSA, at the contracted rate of \$60.00 per hour. The funding source will remain Fund 21.

## **INSPECTOR SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 22nd day of October in the year 2010, between the Sierra Sands Unified School District, hereinafter referred to as “DISTRICT”, and David G. Payte, hereinafter referred to as “INSPECTOR”, do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect, Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services.

(B) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) General. The INSPECTOR shall act under the direction of the architect and registered engineer.

(2) Duties. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) Continuous Inspection Requirement. The INSPECTOR must have actual personal knowledge, pursuant to California Education Code Sections 17309 and 81141, obtained by his personal and continuous inspection of the work of construction in all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction

of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File. The INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the jobs at all times, and shall immediately return any unapproved documents to the architect for proper action. The inspector, as a condition of his employment, shall have and maintain on the jobs at all times, all codes and documents referred to in the plans and specifications.

(d) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.

(e) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT.

(f) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

(i) When work is started on the project.

(ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

(iii) At least 48 hours in advance of the first pour of concrete.

(iv) When work is suspended for a period of more than two weeks.

(g) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

(i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

(h) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(i) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

(j) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(k) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the

State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(i) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(ii) Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(iii) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

(iv) Each policy of insurance required in (ii) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(l) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of its interests herein without DISTRICT approval shall be void and of no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(m) Administration. The INSPECTOR shall hire or perform itself any and all independent contractors and/or consultants needed to produce a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(n) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(C) Compensation. The DISTRICT agrees to pay the INSPECTOR \$60.00 per hour for these services, payable upon monthly billings submitted by the INSPECTOR. Such payments shall commence on November 30, 2010.

(D) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. He/she shall devote each working day to the inspection of Sierra Sands School Property.

(E) Term of Contract.

(1) The term of this contract shall be from October 22, 2010, until one of the following occurs:

(a) The project or projects are completed;

(b) The project or projects are suspended or abandoned prior to completion as provided in Section (F) of this contract;

(c) Funding for the Project is not received or denied by the State Allocation Board or Office of Public School Construction; or



(c) The DISTRICT decides that the INSPECTOR's performance under the contract is unsatisfactory as provided in Section (F) of this contract.

(F) Termination. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (F)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

(3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

(4) In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

(G) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

(1) Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) above, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered

against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(I) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(J) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(K) This AGREEMENT shall be governed by the laws of the State of California.

(L) This AGREEMENT represents the entire AGREEMENT between the DISTRICT and the INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

David G. Payte

DISTRICT:

Sierra Sands Unified School District

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

\_\_\_\_\_  
Hugh W. Lee, Esq.  
Attorneys for Sierra Sands Unified School District

10. CONSTRUCTION ADMINISTRATION

10.3 Approval of the Contract with Earth Systems Southern California for Grading Observation, Compaction and Materials Testing Services for the Career and Technical Education Building at Burroughs High School

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BACKGROUND INFORMATION: Grading observation, compaction and materials testing services will be required for the new Career Technical Education building at Burroughs High School.

CURRENT CONSIDERATIONS: A proposal for services was received from two companies. Earth Systems Southern California has performed work in Sierra Sands on other projects and their proposed fees are in line with industry fees for these types of services.

FINANCIAL IMPLICATIONS: The anticipated fee for these services is approximately \$40,000. Funding for these construction services is the result of a Proposition 1D grant. Funding for this project has been received from the state.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the proposed agreement with Earth Systems Southern California, related to the grading observation, compaction and materials testing services for the Career and Technical Education building at Burroughs High School, as presented.



**Earth Systems**  
**Southern California**

1024 West Avenue M-4  
Palmdale, CA 93551  
(661) 948-7538  
Fax (661) 948-7963

January 11, 2010

P-10-003

Sierra Sands Unified School District  
113 Felspar Street  
Ridgecrest, California 93555

DSA File No. 15-H13  
DSA Application No. 03-112192

Attention: Mr. Tom McMahon

Subject: **Proposal – Grading Observation, Compaction and Materials Testing Services**  
Burroughs High School – CTE Facility  
500 French Street  
Ridgecrest, Kern County, California

**INTRODUCTION**

Per the request of Mr. Steve Payte of Payte DSA Inspection, Inc., Earth Systems Southern California (ESSC) is pleased to provide the following scope of services and fee rates to provide grading observation, compaction and materials services for Sierra Sands Unified School District (SSUSD) for the construction of the CTE Facility on Burroughs High School in Ridgecrest, California. The purpose of ESSC's services is to provide SSUSD with compaction and materials testing services for use in evaluating compliance of the construction with the project plans and specifications.

**REQUESTED SERVICES**

Based upon discussions, Sierra Sands Unified School District requests ESSC to provide "on-call" grading observation, compaction and construction materials testing for the subject project. The consultant will provide all labor, tools, equipment and supervision to perform special inspection and testing services for the proposed projects.

Services shall be provided at the direction of the School District's representative (IOR). Response time for requests for services shall be within 24 hours. Requests for services made by 7:00 AM shall be responded to by 7:00 AM the following workday. ESSC will attempt, but does not guarantee, to provide "same day" requests for services.

All inspection and testing reports including written reports shall be submitted to the School District's representative(s). All reports shall bear the appropriate engineering stamp if applicable. For all the requested services, communication and coordination will be performed between ESSC, the contractor, the School District's representative (IOR), the project Architect, and DSA. ESSC understanding of the requested services is as follows:

1. Soil Testing will involve grading observation and compaction testing of building pad remedial grading operations along with testing of native or import (fill) materials to determine the engineering properties of the soils for construction purposes. These services will include both field (compaction) and laboratory testing. Project grading operations are to be performed in accordance with the recommendations of the Geotechnical Investigation dated January 4, 2008 prepared by Geocon Inland Empire, Inc.

Reports of compaction testing and/or laboratory tests will be submitted following completion of the individual testing phase. For field (compaction) testing, ESSC will test at locations and depths deemed appropriate in order to provide information pertaining to the relative compaction within the tested areas. Based upon the results of the tests, notice of compliance or non-compliance with the project specifications will be provided. Daily reports of test results for each day of on-site compaction testing will be submitted to appropriate site personnel.

2. Material Testing will involve acceptance testing of construction materials to be included in the final product. Such materials will include, but may not be limited to, rock and aggregate products, asphalt concrete pavements and components (aggregates), concrete reinforcement, field sampling of concrete and associated laboratory compression testing, steel and plastic piping, concrete masonry units, mortar and grout. Reports of laboratory tests will be submitted following completion of the individual laboratory tests.
3. Special Inspection will involve inspection and acceptance testing of processes and procedures for select construction operations. These construction operations are anticipated to include, but may not be limited to, placement of concrete and masonry reinforcing steel, placement of masonry units, placement of concrete, field and/or shop welding operations, and field bolt installation. Inspections will be performed as required in the approved plans or appropriate building code. Daily reports of inspection for each day of on-site inspection will be submitted to appropriate site personnel. ESSC understands that Stephen Payte DSA Inspections, Inc. is to provide the majority of the special inspection services for this project.

### FEE RATES

ESSC proposes to provide the described services from ESSC's Palmdale office, on a Time and Materials basis per ESSC's 2007 Fee Schedule, except as modified in this proposal. **ESSC understands that the proposed project is a "Prevailing Wage" project.** Hourly rates for personnel and testing rates for this project will be as follows:

Field Technician (field services)*	\$75.00/hour
Mileage Charge (Zone "G")	\$165.00/trip
Concrete Test Cylinder (test or hold sample)	\$27.00/test
Laboratory Technician	\$90.00/hour
Senior Geotechnical Engineer	\$145.00/hour

\*Prevailing Wage Rate

Please refer to ESSC's 2007 Fee Schedule for other testing rates and billing parameters.

For this project, technician time for special inspection services will be billed with a two-hour minimum and then one-hour increments. Mileage for services provided on the project site will be charged on a Zone basis (Zone G) per the attached Fee Schedule. Actual fees will be dependent upon the services requested and contractor performance. Therefore, services listed may or may not be performed. Unknown factors relative to construction schedules and other requested services could affect budget numbers dramatically.

Tests performed in ESSC's laboratory and professional staff consultation are charged in accordance with Fee Schedule rates. Services that ESSC does not perform, but which are asked to coordinate, are charged at cost plus 20%. ESSC will submit separate reports and designate on invoices all retests and re-inspections charges.

Normal billing rates are for testing and/or consultation services being performed during normal business hours (normal business hours are from 7:00 am through 5:00 p.m. Monday through Friday). Work performed prior to 7:00 am, after 5:00 p.m., on Saturday or Sunday will be billed at Fee Schedule overtime rates (1.5 times base rate) as an extra expense to the project. However, no overtime charges will not be charged until 8 hours of regular time has been charged for services provided on the project, regardless of the time of day.

Based upon discussions with representatives of Stephen Payte DSA Inspections, Inc., it is estimated that fees for this project will be approximately \$40,000.00. Construction testing services and fees are highly dependant upon contractor performance, therefore, actual fees will be based upon the rates provided, the extent and type of services requested, and the time required to complete the project.

### TERMS

This proposal may be considered valid for 90 days from the date of this proposal, at which time, if it is not fully executed, ESSC's reserve the right to modify this proposal in both scope and fee.

Sierra Sands Unified School District is responsible for contacting ESSC when services are required. ESSC will request, and expect, Sierra Sands Unified School District's cooperation in providing suitable and safe access to the designated work area and security while working in the area. If requested, ESSC will provide suitable and safe access however this will be considered a change in scope to this proposal and the costs negotiated.

ESSC agrees to strive to perform its services, which are intended solely for the use of Sierra Sands Unified School District, in a proper and professional manner in accordance with current standards of engineering practices in this community at this time. Sierra Sands Unified School District agrees to pay for and look to ESSC only for such performances.

Cancellation of this agreement by Sierra Sands Unified School District must be in writing. Sierra Sands Unified School District agrees to pay for all services and materials provided up to time of cancellation.

The retaining of Earth Systems Southern California to provide the above listed services will be by an authorized contract (Consulting Services Agreement) between Sierra Sands Unified School District and SCG, Inc., dba: Earth Systems Southern California. Upon receipt of the signed copy of the contract, ESSC will initiate the job set up procedures. Please contact the undersigned if you have questions regarding this proposal.

**CLOSURE**

The retaining of ESSC to provide the above listed services will be authorized by referencing this proposal in a Sierra Sands Unified School District "Consultant Services Agreement". Upon receipt of the signed copy of the Agreement, ESSC will initiate the job set up procedures. Please contact the undersigned if you have questions regarding this proposal.

Respectfully submitted,

SCG Inc., dba:  
**Earth Systems**  
**Southern California**



Bruce A. Hick  
Vice President  
Civil Engineer #45784

Distribution: 2 – Sierra Sands Unified School District

Enclosure: 2007 Fee Schedule



## 10. CONSTRUCTION ADMINISTRATION

### 10.4 Rejection of Selected Bids for the Career Technical Education Building

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**BACKGROUND INFORMATION:** On July 19, 2007, the Sierra Sands board approved the district's Career Technical Education Plan for Engineering and Design and authorized the district to submit a Career Technical Education Facilities Grant Application to the state. The district's CTE facilities grant application received a number one priority ranking. On October 17, 2007, the board approved the district's Application for Career Technical Education Facilities Funding and CTEFP Funding Availability Worksheet and authorized the district to proceed with plan development and submission. The State Allocation Board approved the Sierra Sands applications on March 26, 2008. At the special concurrent meeting of the board on March 18, 2010, the board granted authority to administration to execute a formal contract with Barnhart-Balfour Beatty, Inc. for construction management services (at risk) for the construction of the Career and Technical Education building at Sherman E. Burroughs High School.

**CURRENT CONSIDERATIONS:** Formal bid openings occurred on September 21, 2010 (Bid Packages #1-20 and 22) and September 27 (Bid Package #21) with a total of 72 bid packets received. There were no bids received for Bid Packet # 6.

In light of the bids received and follow-up value engineering review and recommendations from the District's Construction Manager, Barnhart-Balfour Beatty, and the District's architect, Westberg + White, district staff has identified additional areas of potential cost savings. These cost savings can be realized by alteration of the scope of work for the project, without sacrificing any elements necessary to the proper construction of the project or the adequacy of the project for its educational purpose.

Thus, the construction documents for the project have been revised and are pending approval by the Division of the State Architect (DSA) in order to secure the cost savings required to remain within the overall budget of this project. Rejection of and rebidding of Bid Packages 1, 2, 3, 8, 10, 13, 14 and 18 is requested with the formal bid opening tentatively scheduled for mid-November 2010, subject to extension for items such as DSA approval or other matters beyond staff and construction manager's control. All accepted bids, along with the DSA-approved revised Construction Documents, will be brought to the board for approval. The anticipated time frame is in December.

**FINANCIAL IMPLICATIONS:** Costs to rebid are anticipated to be less than \$5,000 and will be paid for out of the CTE Proposition 1D grant. Rebidding, due to scope changes, is anticipated to result in substantial cost savings, which exceed \$400,000.

Rejection of Selected bids for the Career Technical Education Building

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SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board reject Bid Packages 1,2,3,8,10,13,14 and 18.

11. CONSENT CALENDAR

11.1 Report to the Board: Update on State Budget

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Mrs Janson has just returned from attending the School Services of California Budget Workshop in Ontario for school business leaders. Mr. Ron Bennet, President and CEO of School Services of California was one of the presenters. Mrs. Janson will update the board on the latest information regarding the budget that was just passed in Sacramento.

## 12. CONSENT CALENDAR

12.1 Approval of Contract with Breakaway Consulting

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**BACKGROUND INFORMATION:** The No Child Left Behind Act of 2001 places major emphasis upon teacher quality as a factor in improving student achievement. The purpose of Title I and Title IIA programs is to increase the academic achievement of all students by helping schools and districts (1) improve teacher and principal quality through professional development and other activities and (2) ensure all teachers are highly qualified.

**CURRENT CONSIDERATIONS:** State and federal assessment results are continually reviewed to determine areas of strength and areas of focus at individual schools sites and districtwide. Comprehensive implementation of district programs is key in order to continue our academic growth towards meeting ever-increasing federal and state performance goals. Effective implementation of these programs requires quality staff development and sustained support to fully implement and monitor effectiveness.

Breakaway Consulting, an educational service owned and operated by Judy Tanaka, a retired principal, provides high quality, intensive, and sustained staff development and teacher support to fully implement the Step Up To Writing curriculum/program. Ongoing assessment and evaluation, teacher training and coaching, and coordination of intervention services that address identified areas of need will be the focus of this service contract.

**FINANCIAL IMPLICATIONS:** The total cost of the program includes 50 hours of staff development, coaching and modeling best practices, assessment analysis and evaluation, and coordination of program intervention in an amount not to exceed \$5,000. The cost will be covered through federal categorical funding.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the contract with Breakaway Consulting for staff development services for the 2010-11 school year.



SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 Felspar  
Ridgecrest, California 93555

CONTRACT FOR PROFESSIONAL SERVICES

Judy Tanaka, (Contractor), and the Sierra Sands Unified School District (District), hereby agree as follows:

1. Contractor shall provide the following professional services and all materials: Up to 50 hours of Step Up to Writing training/ coaching
2. Contractor shall complete all services no later than June 30, 2011.
3. Contractor shall hold District harmless for any loss, damage, or injury arising from the performance of service.
4. District shall compensate Contractor the total sum of 100/hr- maximum for services = \$5000 for all services rendered.
5. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.

AGREED BY CONTRACTOR

AGREED BY DISTRICT

Judith Tanaka  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Date: 10-7-10

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

Breakaway Consulting  
Company Name

01-4035-0-5100-00-1110-1000-601-00-000-0000

1219 N. Mayflower Circle  
Street Address

Budget Code

Ridgecrest, CA 93555  
City/State/Zip

Requisition No.

399-42-5223  
Social Security or Employer Identification Number

12. CONSENT CALENDAR

12.2 Approval of Agreement with Dannis Woliver Kelley for Legal Services Associated with Educational Issues \_\_\_\_\_

BACKGROUND INFORMATION: The law firm of Dannis Woliver Kelley, formerly Miller, Brown & Dannis, is recognized as a leader in California in the area of educational law. The district has worked closely with the firm for the past seven years and continues to enjoy very effective and positive results.

CURRENT CONSIDERATIONS: Last year, the firm of Miller, Brown & Dannis became Dannis Woliver Kelley. The personnel providing legal services to the district remained in place at Dannis Woliver Kelley. The district continues to require the legal services provided by Dannis Woliver Kelley and wishes to renew its agreement with this firm for the 2010-11 school year.

FINANCIAL IMPLICATIONS: Nearly all of the interaction with the firm will be conducted by telephone and e-mail, minimizing cost of travel and billed travel time. It should be noted that the firm continues to recognize the ongoing budget situation and continues to charge the discounted rates it established in 2008-09.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with the law firm of Dannis Woliver Kelley for legal services in accordance with the terms and conditions of the contract for the 2010-11 school year as presented.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1st day of July, 2010, by and between the Sierra Sands Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from July 1, 2010, through and including June 30, 2011, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

District agrees to pay Attorney two hundred ten dollars (\$210) to two hundred sixty-five dollars (\$265) per hour for shareholders, special counsel and of counsel; one hundred ninety-five dollars (\$195) to two hundred fifteen dollars (\$215) per hour for associates; and one hundred ten dollars (\$110) to one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of

Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.


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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

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

\_\_\_\_\_  
Date

**DANNIS WOLIVER KELLEY**

  
\_\_\_\_\_  
Sue Ann Salmon Evans  
Attorney at Law

\_\_\_\_\_  
Date 5/21/10

At its public meeting of \_\_\_\_\_, 2010, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.



12. CONSENT CALENDAR

12.3 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in September, 2010 are submitted for approval. “A” warrants totaled \$2,089,875.57. “B” warrants totaled \$1,705,354.43

FINANCIAL IMPLICATIONS:Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for September 2010 as presented.

This list represents the "A" and "B" warrants released during the month of **September 2010**  
 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	\$1,549,995.38
End of month classified	\$499,147.31
10th of month certificated	\$21,413.20
10th of month classified	\$19,319.68
<b>Total "A" Warrants</b>	<b>\$2,089,875.57</b>

**"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 44	\$43,726.57
Batch 45	\$56,206.41
Batch 46	\$37,646.88
Batch 47	\$85,626.00
Batch 48	\$21,223.81
Batch 49	Food Service
Batch 50	\$49,117.07
Batch 51	\$89,076.70
Batch 52	\$12,465.03
Batch 53	\$864,333.72
Batch 54	Food Service
Batch 55	\$58,581.73
Batch 56	\$43,343.76
Batch 57	Food Service
Batch 58	\$163,451.06
Batch 59	\$2,964.00
Batch 60	Food Service
Batch 61	\$104,226.12
Batch 62	\$73,365.57
<b>Total "B" Warrants</b>	<b>\$1,705,354.43</b>

12. CONSENT CALENDAR

12.4 Approval of Recommendations for Expulsion, Expulsion Cases #1 1011 and #2 1011

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

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

Expulsion Case #1 1011: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the fall 2010-11 semester and the 2010-11 spring semester, however suspending the expulsion for the 2010-11 spring semester allowing the student to reapply for admission and return to Burroughs under contract in January 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

Expulsion Case #2 1011: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the fall 2010-11 semester and the 2010-11 spring semester, however suspending the expulsion for the 2010-11 spring semester allowing the student to reapply for admission and return to Burroughs under contract in January 2011. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendations for expulsion, Expulsion Cases #1 1011 and #2 1011 as presented.