

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**November 21, 2019
Ridgecrest City Council Chambers
100 West California Avenue
Ridgecrest, CA 93555
www.ssusd.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Student Member, Lacie Whisnant

Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE

1. **ADOPTION OF AGENDA**

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

2. **APPROVAL OF MINUTES** of the special meeting of November 7, 2019 and the regular and special meetings of October 17, 2019.

3. **PROGRAMS AND PRESENTATIONS**

4. **PUBLIC HEARING**

5. **REPORTS AND COMMUNICATIONS**

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update

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

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

5.6 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

6.1 Appointment of Industry/Business Members to Career Technical Advisory Committee

6.2 Authorization for SELPA to Contract with Ridgecrest Regional Hospital for Speech Language Pathologist Services

7. POLICY DEVELOPMENT AND REVIEW

7.1 First Reading of Board Policy 0520, Intervention for Underperforming Schools

7.2 First Reading of Board Policy 0520.1, Comprehensive and Targeted Support and Improvement

7.3 First Reading of Board Policy and Administrative Regulation 0460, Local Control and Accountability Plan

7.4 First Reading of Board Policy 5131.8, Mobile Communication Devices

7.5 Approval of Revisions to Administrative Regulation 6145.2, Interscholastic Competition

7.6 Approval of Revisions to Board Policy 5131, Conduct

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

- 8.4 Approval of Incentive for Early Notification of Retirement for 2019-20
- 8.5 Ratification of a Tentative Agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education Regarding Settlement of Contract Issues for 2019-20
- 8.6 AB 1200 Documentation for the Ratification of a Tentative Agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education
- 8.7 Presentation of Initial Sunshine Contract Proposal for 2020-21 from the Desert Area Teachers Association (DATA) to the Board of Education
- 8.8 Notification of Adjustment of Salary Compensation for Desert Area Guidance Association (DAGA), Confidential, and Management Employees for 2019-20

- 9. GENERAL ADMINISTRATION
 - 9.1 Gifts to District
 - 9.2 Appointment of Student Member to the Board of Education for the 2019-20 School Year Spring Semester
 - 9.3 Nominations for Representatives to the California School Boards Association (CSBA)

- 10. CONSTRUCTION ADMINISTRATION
 - 10.1 Report to the Board: Construction Activities and Issues

- 11. BUSINESS ADMINISTRATION
 - 11.1 Approval of Resolution #14 1920, Authorization to Increase the Revolving Cash Fund

- 12. CONSENT CALENDAR
 - 12.1 Approval of A & B Warrants
 - 12.2 Ratification of Memorandum of Understanding between Sierra Sands Unified School District and Achieve Behavioral Assoc., LLC
 - 12.3 Approval of University Intern Agreement with CalState Teach
 - 12.4 Approval of Student Teaching Agreement with CalState Teach Preparation Program
 - 12.5 Approval of University Intern Agreement with Brandman University
 - 12.6 Approval of Student Teaching Agreement with Brandman University Preparation Program

- 13. FUTURE AGENDA

- 14. ADJOURNMENT

The next regular meeting of the Board of Education will be December 12, 2019.

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 busi-

ness hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at www.ssusd.org.

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: November 7, 2019
TIME OF MEETING: 6:15 p.m.
PLACE OF MEETING: District Office
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CONSENT CALENDAR

- 2.1 Approval of Recommendation for Expulsion, Expulsion Case #2 1920
- 2.2 Approval of Recommendation for Expulsion, Expulsion Case #3 1920

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

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

3. CONSTRUCTION ADMINISTRATION

- 3.1 Approval to Enter into a Purchase Order with Central Valley Foam Experts, Inc. to Perform Foam Roof Repair at Richmond/Vieweg Elementary School

Motion passed to approve entrance into a purchase order as presented.
CASTILLO-COVERT/JOHNSON

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

- 3.2 Approval to Enter into a Lease Agreement with Elite Modular Leasing and Sales for (2) 24x40 Relocatable Classrooms at Richmond/Vieweg Elementary School

Motion passed to approve entrance into a lease agreement as presented.
CASTILLO-COVERT/JOHNSON

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

4. BUSINESS ADMINISTRATION

- 4.1 The board met with the superintendent in a workshop style session to discuss the potential benefits of vehicle fleet leasing. Greg Murphy of Enterprise Fleet Management presented information to the board. No action was taken.
5. ADJOURNMENT was at 7:15 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: October 17, 2019
TIME OF MEETING: 6:30 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell
MEMBERS ABSENT: Scott
STAFF PRESENT: Dave Ostash, Ed.D.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CLOSED SESSION

2.1 Negotiations Update

No action was taken.

2.2 Conference with Legal Counsel – Anticipated Litigation – significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code 54956.9

The board approved a settlement agreement regarding employee #2412 by the following vote:

AYES: Castillo-Covert, Farris, Johnson, Rockwell
NOES: None
ABSENT: Scott

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

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: October 17, 2019
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell
MEMBERS ABSENT: Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

10. CONSTRUCTION ADMINISTRATION

10.2 Approval for Coldwell Banker to Enter into an Agreement with Sisk Enterprises for Earthquake Repairs at Sierra Vista Education Center Units 1305-1317

Motion was made to approve the agreement as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

11. BUSINESS ADMINISTRATION

11.2 Approval of Address Change for Sierra Sands Unified School District Adult School

Motion was made to approve the change as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

14. ADJOURNMENT

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: October 17, 2019
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell
Student Member, Whisnant
MEMBERS ABSENT: Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student board member Lacie Whisnant.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted hearing the Inyo-Kern Schools Financing Authority (IKSFA) agenda following Item 11.1.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of September 30, 2019 and the regular and special meetings of September 12, 2019 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

Board President Kurt Rockwell and Superintendent Dave Ostash presented board member Tim Johnson with a certificate recognizing his five years of distinguished service on the Sierra Sands Board of Education.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: Murray students have been busy with dances, assemblies, and various awareness weeks. The Robotics Teams placed 1st and 4th in their first competitions of the year. Sixth grade students will participate in Petroglyph Day with the docents from the Maturango Museum and the ASB will kick off the Canned Food Drive.

James Monroe Middle School: Students enjoyed their first PBIS school-wide celebration which included games, crafts, and music. Monroe staff is working to meet student needs through intervention and enrichment groups. The PTSO will be sponsoring the Fall Festival and the public is welcome to attend.

Mesquite High School: ASB members have partnered with Sierra Sands Resource Officers for Red Ribbon Week. They have been creating Pledge to be Drug Free activities for the elementary schools and will accompany the officers to Pierce and Gateway Elementary Schools to help spread awareness. Students will participate in the Cerro Coso Career Exploration Day. Many fun Halloween spirit activities are being planned. Mesquite completed the first quarter with over 1000 credits earned by 69 students.

Burroughs High School: The ASB hosted many class competitions for Homecoming week and there were other exciting activities including the football game and dance. Congratulations to BHS students Bryce Hill who placed 1st out of 198 in the Capt. Hook Race and Madeline Acosta who placed 5th out of 120 in the Queen of Hearts Race at Walt Disney World. Students will participate in Red Ribbon Week by raising awareness with facts against drug use.

5.2 Reports from Members of the Board

Board member Tim Johnson thanked the board for the opportunity to serve both the district and the country as they consider approving a resolution being presented as Item 9.4 allowing him to be absent from board meeting due to military reserve duty.

5.3 Superintendent's Report

Superintendent Ostash reported enrollment is up approximately 71 students over this time last year with a total current enrollment of 5,185. He acknowledged board member Castillo-Covert for receiving the Friend of NAFIS award at the fall NAFIS conference where the NAFIS president and executive director were both on hand to recognize Ms. Castillo-Covert's service since 2003. Dr. Ostash highlighted some of the activities taking place throughout the district. Burroughs High School participated in Homecoming events and the Friends of Rachel opened the Rachel's Closet with donated formal wear for students to borrow so that there were no barriers to attending the Homecoming dance. Trevor Romain, author, illustrator, and creator of the Anchored4Life program visited Las Flores Elementary School with a small team as part of an ongoing effort to visit schools that have incorporated the program he and the Department of Defense developed. Many Murray and Monroe students got to experience science and engineering at the 9th annual Young Engineers and Scientists (YES!) day. The day opened with an address from Rear Admiral Dillon and they spent the day participating in three of 15 available 55-minute workshops. He acknowledged Director of Finance Lori McGuire who completed the CASBO CBO program with one of the highest test scores in her class. The district received a thank you letter from Dr. Keith Tomes, Superintendent of Trona Joint Unified School District for the kindness shown by the BHS band for playing at a Trona High School football game. The first EZ Info event was held with many members of the district management team showing up to speak with community members and handing out district lapel pins to supporters. Ashley Furniture Store donated two beds to one of our families who lost their home to a fire caused by one of the July 2019 earthquakes. Dr. Ostash reminded families of the importance of returning Impact Aid cards to their school site as soon as possible and that there is no school for students on October 18, 2019 so teachers and staff can participate in professional development and specialized training.

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

Eileen Poole, President of the Desert Area Teachers Association, reported that DATA is happy to have agreed on a contract and is gearing up for the next round of negotiations. Her colleagues are eager to have their voices heard.

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

No report was given.

5.6 Communications from the Public

No members of the public commented during this period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Language Essentials for Teachers of Reading and Spelling (LETRS) Professional Development Agreement with Voyager Sopris Learning

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

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

6.2 Report on 2019 California School Dashboard Local Indicators

This item was presented for informational purposes only.

6.3 Authorization for SELPA to Contract with Autism Partnership

Motion passed to contract with Autism Partnership as presented.

CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

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

AYES: Castillo-Covert, Farris, Johnson, Rockwell

ABSENT: Scott

8.3 Adoption of Resolution #11 1920, Reduction of Classified Service

Motion passed to adopt the resolution as presented. CASTILLO-COVERT/JOHNSON

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

8.4 Adoption of Resolution #13 1920, Reduction of Classified Service

Motion passed to adopt the resolutions as presented. CASTILLO-COVERT/JOHNSON

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

8.5 Approval of a Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

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

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

8.6 AB 1200 Documentation for the Ratification of a Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

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

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

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

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

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

8.8 Approval of New Job Description: Operation Technician – Transportation

Motion passed to approve the new job description as presented.
JOHNSON/CASTILLO-COVERT

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

9. GENERAL ADMINISTRATION

9.1 Gifts to District

Motion passed to accept the following gifts: The Rotary District 5240 Charitable Foundation made a cash donation of \$1,000 to be used by the library at Gateway Elementary School, Sam and Tristan Merriman made a cash donation of \$380 to be used to pay off all student lunch account balances at Las Flores Elementary School, Options for Youth donated miscellaneous school supplies with an estimated cash value of \$50 to be used by students throughout the district, and Madeline Briody made a cash donation of \$250 to be used at Richmond Elementary School. FARRIS/CASTILLO-COVERT

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

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

This item was presented for informational purposes only. No board action was taken.

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 28, 2019 of the Kern County School Boards Association

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

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

9.4 Adoption of Resolution #12 1920 Authorizing Board Member Compensation for Absence due to Military Reserve Duty (JOHNSON)

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

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

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

Sierra Sands Director of Construction Randy Coit briefed the board on the exigent earthquake repair construction activities still to be completed. These include the fire suppression system design at Richmond Elementary and the 20% accessibility requirement at Richmond, Gateway, and James Monroe. DSA close-out and certification is still needed for the t-bar and relocatables. He updated the board on the non-exigent earthquake repair projects taking place within the district including the executed contract for Colombo Construction as construction manager and the contract executed for Ordiz Melby as architect. He outlined some of the non-exigent construction activities that are planned. Mr. Coit reported that procurement activities are complete for the DoD new Richmond project. The initial environmental assessment and site selection are currently in process.

11. BUSINESS ADMINISTRATION

11.1 Approval to Declare Surplus and Donate Used Fencing to the Indian Wells Valley Youth Baseball

Motion passed to declare surplus and donate the fencing as presented.
JOHNSON/CASTILLO-COVERT

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

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:48 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority. The Sierra Sands Unified School District Board of Education meeting was reopened at 8:52 p.m.

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Approval of Recommendation for Expulsion, Expulsion Case #1 1920

Motion passed to approve the consent calendar as presented.
FARRIS/CASTILLO-COVERT

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

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:56 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D., Secretary to Board

Recorder: Diane Naslund

**Sierra Sands Unified School District
Month 2 Enrollment 2019-2020**

SCHOOL	2019-20 YTD%	2018-19 YTD%	TK-K	1	2	3	4	5	6	7	8	9-12	SDC	2019-20 TOTAL	2018-19 TOTAL	CHANGE
FALLER	97.3%	97.0%	95	72	91	88	75	90					11	522	476	46
GATEWAY	96.1%	95.5%	68	55	68	63	76	57						387	397	-10
INYOKERN	96.2%	95.2%	32	24	25	27	32	28					20	188	187	1
LAS FLORES	97.6%	96.6%	88	76	80	88	79	82						493	475	18
PIERCE	96.2%	96.2%	81	59	56	44	55	61					33	389	393	-4
RICHMOND ANNEX	93.3%	93.4%											60	60	103	-43
RICHMOND	96.8%	96.5%	65	42	54	59	55	59						334	344	-10
TOTAL K -5	96.7%	96.2%	429	328	374	369	372	377					124	2373	2375	-2
MONROE	97.2%	95.8%							131	163	166		37	497	480	17
MURRAY	96.4%	96.6%							229	219	229		30	707	654	53
TOTAL 6 -8	96.8%	96.3%							360	382	395		67	1204	1134	70
BURROUGHS	96.1%	95.6%										1429	81	1510	1519	-9
MESQUITE	94.4%	97.3%										75		75	52	23
TOTAL 9 - 12												1504	81	1585	1571	14
19-20 TOTAL	96.5%		429	328	374	369	372	377	360	382	395	1504	272	5162	---	---
18-19 TOTAL		96.0%	398	373	366	369	389	350	357	356	354	1499	269		5080	---
CHANGE		0.50%	31	-45	8	0	-17	27	3	26	41	5	3	---	---	82

Elementary K - 5

Regular	2019-20	2018-19
K	429	398
1 - 3	1071	1108
4 - 5	749	739
Special Education		
SDC	124	130
RSP	75	93

Middle 6-8

Regular	2019-20	2018-19
Regular	1137	1067
Special Education		
SDC	67	67
RSP	155	83

High School 9 - 12

Regular	2019-20	2018-19
Regular	1429	1447
Continuatic	75	52
Special Education		
SDC	81	72
RSP	115	124

Adult 78 103

6. EDUCATIONAL ADMINISTRATION

6.1 Appointment of Industry/Business Members to Career Technical Advisory Committee

BACKGROUND INFORMATION: California Education Code 8070 requires that the governing board of each school district participating in a career technical education program (Carl Perkins) shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers.

CURRENT CONSIDERATIONS: The Career Technical Advisory Committee is composed of one or more representatives of the general public who are knowledgeable about the various pathways the district offers.

Activities of the Career Technical Advisory Committee may include, but are not limited to:

- Review curriculum and facilities
- Sponsor mentoring activities
- Identify equipment needs
- Sponsor guest speakers
- Conduct surveys
- Plan/conduct field trips or on-site visits
- Plan/conduct in-service for instructors
- Identify new advances in the industry
- Assist in identifying all aspects of an industry
- Provide work-based learning sites
- Provide placement of career technical education program completers
- Initiate and maintain an effective public relations program

The following business/community representatives have volunteered for, and are recommended for appointment to the Sierra Sands Unified School District Career Technical Advisory Committee:

- Sarah Dastrup-School Liaison Officer-NAWS China Lake
- Karl Ettlting-Boeing Field Rep.-Boeing Company China Lake
- Terri Hack-ADT Counselor-Cerro Coso Community College
- Ray Hocker-Video and Photography Group-NAWC-WD
- Catherine Kreidt-STEM/Student-NAWC-WD
- Jennifer Marshall-Job Development Specialist-Cerro Coso Community College
- Maura Murabito-Dean of Instruction CTE-Cerro Coso Community College
- Bettye Moody-"Expanding Your Horizons" Committee Member-NAWC-WD
- Mike Petersen-Engineer-NAWC-WD

- Ron Pruitt-Supervisor-NAWC-WD
- Jenny Rodriguez-Employer Training Resources-America’s Job Center
- Diana Sliva-STEM/Student-NAWC-WD
- Tony Small-Supervisory Program Manager-NAWC-WD
- David Santiago-Employer Training Resources-America’s Job Center
- Diana Taylor-Environmental Health and Safety Specialist-Boeing Company
China Lake
- Alan VanNevel- Research Physicist-NAWC-WD
- Angel Zamarron- STEM Outreach/Student Employment-NAWC-WD

In addition, the committee consists of Sierra Sands Unified teaching staff, students, counselors, and administrators.

FINANCIAL IMPLICATIONS: Incidental costs for this advisory committee are considered a reasonable expense through Carl Perkins IV funds and are anticipated to be less than \$200. Carl Perkins IV allocation is \$61,042 in 2019-20.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board appoint the individuals named above to the Sierra Sands Unified School District Career Technical Advisory Committee for the 2019-20 school year.

6. EDUCATIONAL ADMINISTRATION

6.2 Authorization for SELPA to Contract with Ridgecrest Regional Hospital for Speech Language Pathologist Services

BACKGROUND INFORMATION: There is an increasing number of students requiring speech services in the district this school year. Sixty-eight additional students have qualified for speech services so far in 2019-20. Although the district has four on-site Speech Language Pathologists (SLPs) and five SLPs from VocoVision, it is becoming difficult to meet the needs of the students within the required timelines. Each referral for speech services requires the SLPs to conduct assessments, generate a report and hold an Individualized Education Program (IEP) meeting. If the student qualifies for speech services, the SLP must provide the therapy minutes that are agreed upon by the IEP team.

CURRENT CONSIDERATIONS: The district has been able to contract with Ridgecrest Regional Hospital for the services of a Speech Language Pathologist with the stipulation that this SLP will be available to the hospital when they require the services. This SLP will be able to assist in situations where the district SLPs are encountering multiple referrals and assessments by taking over therapy sessions. This will enable the district to meet the legal timelines and maintain the legally required therapy minutes. In addition, this SLP will provide speech services to Special Education students with speech services that are on Home Instruction or in cases where tele-therapy may not be meeting the needs of a specific student.

FINANCIAL IMPLICATIONS: The contract with Ridgecrest Regional Hospital is for 6 hrs. per day, 4 days a week at \$75.00 an hours. The contract is not to exceed \$46,800.00 which will come from the special education budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize SELPA to enter into a contract with Ridgecrest Regional Hospital for Speech Language Pathologist Services.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

CONTRACTOR SERVICE AGREEMENT
(Ridgecrest Regional Hospital)

This Contractor Service Agreement ("Agreement") is between the SIERRA SANDS UNIFIED SCHOOL DISTRICT, a California public education agency ("District"), and the party whose legal name and status are described in the signature block below ("Contractor").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. The District is in need of the services of a Licensed Speech Language Pathologist to provide speech services for students who qualify for speech services in their IEPs.
- B. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- 1. **Scope of Services.** The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
- 2. **Term.** The initial term of this Agreement shall begin effective November 4, 2019 and end on May 28, 2020. Ridgecrest Regional Hospital will give the District at least one week's notice if the SLPs services are required at the hospital.
- 3. **Price.** Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of (check one):

\$ (total flat fee) \$75.00 per hour/4 days per week/8 hrs. a day other:

Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly, detailing the dates and nature of the services provided.

If this box is checked, District will also reimburse Contractor for the following related expenses, which Contractor shall certify to District and provide documentation if required: _____.

The total amount payable to Contractor under this Agreement shall not exceed \$46,800.00.

- 4. **Additional Provisions.** The attached additional provisions are part of this Agreement and fully incorporated by reference.

RIDGECREST REGIONAL HOSPITAL

By James A. Suver, CEO
Authorized Signatory Name: James Suver
Title: CEO Ridgecrest Regional Hospital

Address: 1061 N. China Lake Blvd, Ridgecrest, CA 93555

Date: 11/4/19

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By Pamela P. Smith
Digitally signed by Pamela P. Smith
DN: cn=Pamela P. Smith, o=SSUSD,
ou=SSSD, email=psmith@ssusd.org, c=US
Date: 2019.10.31 16:35:34 -0700
Signatory Name: Pamela Smith
Title: Assistant Superintendent of Business and Support Services

Address: 113 Felspar, Ridgecrest, CA 93555

Account Code: 0165000 5800 00 5001 3160 719 00 000
Date: 11/4/19

ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. **Indemnification.** Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

6. **Insurance Requirements.** Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies issued by an insurance company rated not less than "A-;VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with combined single limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other

with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.

The parties acknowledge that District is permissibly self-insured under California law.

7. **Status of Parties.** The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall be free to contract for similar services to be performed while under contract with District; provided that Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.

8. **Termination.** One party may terminate this Agreement prior to its expiration as follows:

A. If a petition in bankruptcy is filed by or against the other party, or if the other party is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of the other party is appointed in any suit or proceeding, or if the other party makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to a party in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment, or declaration, or commencement of liquidation.

B. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

C. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach on the part of Contractor includes, but is not limited to, a failure to comply with any confidentiality provisions in this Agreement, as well as the unlawful harassment of any person on District's premises or otherwise in connection with this Agreement.

D. Without cause, on 15 days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal

service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of District relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, District may immediately terminate this Agreement by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement.

K. Compliance with Law. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now in effect or subsequently enacted.

L. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

M. Non-appropriation of Funds. District reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, District will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time of any such termination. Contractor will be given 30 days' written notice in the event that such an action is required by District.

N. Ownership of Documents. All reports, documents, and other items generated in the course of providing services to District shall be the property of District, and shall be provided to District upon full completion of services, termination of this Agreement, or as otherwise specified in the Agreement.

O. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

P. Licenses and Permits. Contractor represents that Contractor and Contractor's employees who will render services under this Agreement are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.

R. Confidentiality. Contractor shall at all times protect the confidentiality of all matters to which Contractor has access under this Agreement, including but not limited to any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena, or other valid legal process. Contractor shall notify District immediately by telephone and facsimile

of any subpoena or court order seeking information covered by this Agreement.

T. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform District, and remove from District's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend District from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

**ATTACHMENT A
SCOPE OF SERVICES
CONTRACTOR SERVICE AGREEMENT
(Licensed Vocational Nurse)**

The scope of services includes the following:

- Providing Speech Language therapy for students with IEPs.
- Assessing students for Speech Language needs for initial and triennial IEPs.
- Developing goals based on assessments for students' IEPs.
- Writing and chairing IEPs for students who qualify for speech only.
- Attending IEPs for students with other qualifying conditions that include speech services.

7. POLICY DEVELOPMENT AND REVIEW

7.1 First Reading of Board Policy 0520, Intervention for Underperforming Schools

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

CURRENT CONSIDERATIONS: Board Policy 0520 contains material formerly in BP 0460 Local Control and Accountability Plan (LCAP) regarding interventions to support the continuous improvement of student performance within the priorities identified in the district’s LCAP. Information has been added to reference interventions that will be provided to schools identified by the California Department of Education (CDE) for comprehensive support and improvement (CSI), targeted support and improvement (TSI), and additional targeted support and improvement (ATSI). Sierra Sands currently has one school is CSI and two schools in ATSI.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: This is the first reading of Board Policy 0520, Intervention for Underperforming Schools and will be presented to the board for approval at the December 12, 2019 board meeting.

Intervention For Underperforming Schools

The Governing Board desires that all district schools provide a high-quality educational program that maximizes the achievement of each district student. The district shall provide assistance to schools to support the continuous improvement of student performance within the priorities identified in the district's local control and accountability plan (LCAP) and to enhance the achievement of low-performing student subgroups.

*(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)*

At its discretion, the Board may submit a request to the County Superintendent of Schools for technical assistance regarding the following: (Education Code 52071)

- 1. Identifying the district's strengths and weaknesses in regard to state priorities addressed in the LCAP, including collaboration between the district and County Superintendent to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness*
- 2. Securing assistance from an academic, programmatic, or fiscal expert, or team of experts, to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the district*

In the event that the County Superintendent requires the district to receive technical assistance based on a determination that one or more numerically significant student subgroups in a district school meet the performance criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

With the approval of the County Superintendent, the district may, at its own expense, engage another service provider, including, but not limited to, another school district, the county office of education, or a charter school, to act as a partner to the district in filling the district's need for technical assistance. (Education Code 52071)

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one

Intervention For Underperforming Schools

or more of the following: (Education Code 52072)

- 1. Revision of the district's LCAP*
- 2. Revision of the district's budget, in conjunction with changes in the LCAP, that would allow the district to improve the outcomes for all student subgroups in regard to state and local priorities*
- 3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement*

In addition, any school identified by the California Department of Education for comprehensive support and improvement, targeted support and improvement, or additional targeted support and improvement shall develop and implement a school plan in accordance with 20 USC 6311. Such schools may be required to partner with an external entity, agency, or individual with demonstrated expertise and capacity to identify and implement more rigorous interventions.

(cf. 0420 - School Plans/Site Councils)

(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)

Legal Reference:

EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

60640-60649 California Assessment of Student Performance and Progress

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Dashboard

CSI/TSI/ATSI Frequently Asked Questions

California ESSA Consolidated State Plan, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016

Intervention For Underperforming Schools

WEB SITES

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

California School Dashboard: <http://www.caschooldashboard.org>

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

Policy

First Reading: November 21, 2019

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 First Reading of Board Policy 0520.1, Comprehensive and Targeted Support and Improvement

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

CURRENT CONSIDERATIONS: Board Policy 0520.1 addresses the state's accountability system, developed in response to federal Title I requirements, to provide interventions to schools identified by CDE for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI). Policy includes criteria for the identification of schools, requirements for a school improvement plan, and actions to be taken if implementation of the school plan is unsuccessful after a specified period of years.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Board Policy 0520.1, Comprehensive and Targeted Support and Improvement and will be presented to the board for approval at the December 12, 2019 board meeting.

Comprehensive and Targeted Support And Improvement

The Governing Board is committed to enabling all district students to meet state academic achievement standards. The district shall provide support and assistance to increase student achievement in all district schools, especially any school that has been identified by the California Department of Education (CDE) as in need of comprehensive support and improvement (CSI), targeted support and improvement (TSI), or additional targeted support and improvement (ATSI).

(cf. 0500 - Accountability)

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 6011 - Academic Standards)

(cf. 6171 - Title I Programs)

When any school is identified for CSI, TSI, or ATSI, the Superintendent or designee shall notify the school community, including the principal, teachers, and parent/guardians of students of the school, of the identification and, if applicable, shall inform the school of the student subgroup(s) which are consistently underperforming at the school.

School Plan

Upon receiving notification from CDE that a district school has been identified as eligible for CSI, TSI, or ATSI, the district shall, in partnership with principals, other school leaders, teachers, and parents/guardians, develop and implement a plan to improve student outcomes at the school. The plan shall: (20 USC 6311)

- 1. Be based on all state indicators in the California School Dashboard, including student performance against state-determined long-term goals, except that any school subject to the state's Dashboard Alternative School Status that has fewer than 100 students may focus on the state indicators that are more applicable to the nature of its program*
- 2. Be based on a school-level needs assessment*
- 3. Include evidence-based interventions*
- 4. If the school is identified for CSI or ATSI, identify resource inequities, which may include a review of district and school-level budgets, to be addressed through implementation of the plan*

(cf. 0400 - Comprehensive Plans)

The school plan for student achievement developed pursuant to Education Code 64001 may serve as the school improvement plan required for CSI, TSI, or ATSI, provided that the plan

Comprehensive and Targeted Support And Improvement

meets the requirements of 20 USC 6311. (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

The school improvement plan shall be submitted to the Board for approval. (20 USC 6311)

If any district school is identified for CSI, the district's local control and accountability plan shall include descriptions of how the district provides support to CSI school(s) in developing the CSI plan and how the district will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

(cf. 0460 - Local Control and Accountability Plan)

Monitoring and Intervention

The Board and the Superintendent or designee shall regularly review the performance of each school identified for CSI, TSI, or ATSI.

After two years of implementing the school plan, if any such school has been unsuccessful in improving student outcomes to a level that exceeds initial eligibility criteria, the district shall identify the problem and take additional action as necessary.

If a school identified for CSI fails to improve student outcomes within four years to a level that exceeds the CSI eligibility criteria, it shall be subject to more rigorous interventions that include, but are not limited to, partnering with an external entity, agency, or individual with demonstrated expertise and capacity to:

- 1. Conduct a new needs assessment that focuses on systemic factors and conduct a root cause analysis that identifies gaps between current conditions and desired conditions in student performance and progress*
- 2. Use the results of the analysis along with stakeholder feedback to develop a new improvement plan that includes:*
 - a. A prioritized set of evidence-based interventions and strategies*
 - b. A program evaluation component with support to conduct ongoing performance and progress monitoring*

Comprehensive and Targeted Support And Improvement

Legal Reference:

EDUCATION CODE

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

64001 School plan for student achievement

UNITED STATES CODE, TITLE 20

6311-6322 Improving basic programs for disadvantaged students, especially:

6311 State plans

6313 Eligibility of schools and school attendance areas; funding allocation

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Dashboard

CSI/TSI/ATSI Frequently Asked Questions

California ESSA Consolidated State Plan, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments, 2016

WEB SITES

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

California School Dashboard: <http://www.caschooldashboard.org>

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

7. POLICY DEVELOPMENT AND REVIEW

7.3 First Reading of Board Policy and Administrative Regulation 0460, Local Control and Accountability Plan

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

CURRENT CONSIDERATIONS: Board Policy (BP) and Administrative Regulation (AR) 0460, Local Control and Accountability Plan (LCAP) contain board implementation of Education Code 52060-52077 which requires the Governing Board to adopt and annually update, on or before July 1, a three-year local control and accountability plan (LCAP). The BP and AR guide the requirements associated with the LCAP development, consultation, stakeholder engagement, and monitoring processes.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of BP and AR 0460, Local Control and Accountability Plan. Both will be presented to the board for approval at the December 12, 2019 board meeting.

Local Control And Accountability Plan

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0415 - Equity)

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

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

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA.

Local Control And Accountability Plan

(Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)

(cf. 0440 - District Technology Plan)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5030 - Student Wellness)

(cf. 6171 - Title I Programs)

(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR

Local Control And Accountability Plan

15495)

(cf. 1220 - Citizen Advisory Committees)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 6020 - Parent Involvement)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included

Local Control And Accountability Plan

in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Local Control And Accountability Plan

Monitoring Progress

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 or 20 USC 6311 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

(cf. 0520 - Intervention for Underperforming Schools)

(cf. 0520.1 - Comprehensive and Targeted Support and Improvement)

Legal Reference:

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

33430-33436 Learning Communities for School Success Program; grants for LCAP implementation

41020 Audits

41320-41322 Emergency apportionments

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

47604.33 Submission of reports by charter schools

47606.5 Charter schools, local control and accountability plan

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Numerically significant student subgroups

52059.5 Statewide system of support

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

64001 School plan for student achievement

99300-99301 Early Assessment Program

WELFARE AND INSTITUTIONS CODE

300 Dependent child of the court

Local Control And Accountability Plan

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

15494-15497 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS

The California School Dashboard and Small Districts, October 2018

Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016

LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

California School Dashboard

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update (LCAP) Template

Family Engagement Framework: A Tool for California School Districts, 2014

California Career Technical Education Model Curriculum Standards, 2013

California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Common Core State Standards: Mathematics, rev. 2013

California English Language Development Standards, 2012

WEB SITES

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

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

California School Dashboard: <http://www.caschooldashboard.org>

Policy

First Reading: November 21, 2019

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

Local Control And Accountability Plan

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

(cf. 3553 - Free and Reduced Price Meals)

(cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)

Local Control And Accountability Plan

d. Student achievement, as measured by all of the following as applicable:

(1) Statewide assessments of student achievement

(2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs

(3) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

(4) The English learner reclassification rate

(5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher

(6) The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)

(cf. 6141.5 - Advanced Placement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6178 - Career Technical Education)

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6146.1 - High School Graduation Requirements)

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

Local Control And Accountability Plan

(cf. 5137 - Positive School Climate)

(cf. 5144 - Discipline)

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

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

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

(cf. 6159 - Individualized Education Program)

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Local Control And Accountability Plan

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

- 1. Identify those services that are being funded and provided on a districtwide or schoolwide basis*
- 2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas*
- 3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.*

Availability of the Plan

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

(cf. 1113 - District and School Web Sites)

First Reading: November 21, 2019

*SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California*

7. POLICY DEVELOPMENT AND REVIEW

7.4 First Read of Board Policy 5131.8, Mobile Communication Devices

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

CURRENT CONSIDERATIONS: This new board policy reflects a new law (AB 272) which authorizes boards to limit or prohibit student use of smartphones while at school or while under the supervision and control of a district employee, except under specified circumstances (i.e., in an emergency, with permission of teacher or administrator, when directed by student's health care provider, when required by student's individualized education program). This board policy also addresses reasonable search of students' mobile communication devices, employees' authority to confiscate a device, and discipline for off-campus use of a mobile communication device which poses a threat of danger to the safety of students, staff, or district property or substantially disrupts school activities.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This is the first reading of Board Policy, 5131.8, Mobile Communication Devices and will be presented to the board for approval at the December 12, 2019 board meeting.

Mobile Communication Devices

The Governing Board recognizes that the use of smartphones and other mobile communication devices on campus may be beneficial to student learning and well-being, but could be disruptive of the instructional program in some circumstances. The Board permits limited use of mobile communication devices on campus in accordance with law and the following policy.

*(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.9 - Academic Honesty)
(cf. 5137 - Positive School Climate)
(cf. 5141.52 - Suicide Prevention)
(cf. 6163.4 - Student Use of Technology)*

Students may use cell phones, smart watches, pagers, or other mobile communication devices on campus during noninstructional time as long as the device is utilized in accordance with law and any rules that individual school sites may impose.

Mobile communication devices shall be turned off during instructional time. However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

- 1. In the case of an emergency, or in response to a perceived threat of danger*
- 2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator*
- 3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being*
- 4. When the possession or use is required by the student's individualized education program*

(cf. 6159 - Individualized Education Program)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

When a school official reasonably suspects that a search of a student's mobile communication device will turn up evidence of the student's violation of the law or school rules, such a search

Mobile Communication Devices

shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

(cf. 5145.2 - Freedom of Speech/Expression)

When a student uses a mobile communication device in an unauthorized manner, the student may be disciplined and a district employee may confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

The Superintendent or designee shall inform students that the district will not be responsible for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion, especially:

48901.5 Regulation of possession or use of electronic signaling devices

48901.7 Limitation or prohibition of student use of cell phones

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

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

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

Students

BP 5131.8 (c)

Mobile Communication Devices

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness

COURT DECISIONS

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

New Jersey v. T.L.O. (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS

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

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

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

Center for Safe and Responsible Internet Use:

<http://www.ewa.org/organization/center-safe-and-responsible-internet-use>

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

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

Policy

First Reading: November 21, 2019

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.5 Approval of Revisions to Administrative Regulation 6145.2, Interscholastic Competition

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of mandatory updates or new legal mandates communicated through the California School Boards Association (CSBA) policy service.

CURRENT CONSIDERATIONS: The administration regulation is updated to reflect a new law (SB 1109, 2018) which requires districts to annually provide student athletes and their parents/guardians an opioid fact sheet produced by the Centers for Disease Control and Prevention.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Administrative Regulation 6145.2, Interscholastic Competition as presented.

Interscholastic Competition

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records. (Education Code 221.5)

(cf. 5125 - Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion

Interscholastic Competition

that is demonstrably responsive to the developing interests and abilities of the members of that sex

c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program

2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

Interscholastic Competition

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

The high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

Interscholastic Competition

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and his/her parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following his/her participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, he/she may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until he/she is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Effective July 1, 2019, the Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the

Interscholastic Competition

purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

(cf. 5141 - Health Care and Emergencies)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall, in addition to providing his/her parents/guardians with information on the signs and symptoms of concussions and sudden cardiac arrest as described above, send a notice to the student's parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions

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

6. States the district's expectation that students adhere strictly to all safety rules, regulations,

Interscholastic Competition

and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

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

7. Includes a copy of the local CIF league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, or prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.

7. POLICY DEVELOPMENT AND REVIEW

7.6 Approval of Revisions to Board Policy 5131, Conduct

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

CURRENT CONSIDERATIONS: The board policy is updated to reflect a new law (AB 272) which authorizes boards to limit or prohibit, except under specified circumstances, student use of smartphones while at school or while under the supervision and control of a district employee. Details regarding student use of mobile communication devices will be moved to a new board policy, BP 5131.8 - Mobile Communication Devices, that will be presented at tonight's meeting.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 5131, Conduct as presented.

Conduct

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. On school grounds, going to or coming from school, at school activities, or using district transportation, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.1 - Bus Conduct)
(cf. 5137 - Positive School Climate)
(cf. 6145.2 - Athletic Competition)

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards their teachers, other staff, students and volunteers.

(cf. 5131.1 - Bus Conduct)
(cf. 5137 - Positive School Climate)

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations.

Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5142 - Safety)

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, ridicule, extortion, or any other verbal, written or physical conduct accordance with the section entitled "Bullying/Cyberbullying below:

"Cyberbullying" includes the transmission of communications, posting of harassing messages, direct threats, social cruelty, or other harmful texts, sounds, or images on the internet, social networking sites, or other digital technologies using a telephone, computer or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation or friendships.

Students

BP 5131 (b)

Conduct

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Conduct that disrupts the orderly classroom or school environment

(cf. 5131.4 - Student Disturbances)

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to the district, staff or students

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

6. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose, including employment (Penal Code 417.27)

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

7. Obscene acts or use of profane, vulgar or abusive language

(cf. 5145.2 - Freedom of Speech/Expression)

8. Plagiarism or dishonesty in school work or on tests

(cf. 5131.9 - Academic Honesty)

(cf. 6162.54 - Test Integrity/Test Preparation)

(cf. 6162.6 - Use of Copyrighted Materials)

9. Inappropriate dress

(cf. 5132 - Dress and Grooming)

10. Tardiness and unexcused absence from school

Conduct

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

11. Failure to remain on school premises in accordance with school rules

(cf. 5112.5 - Open/Closed Campus)

12. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drug in violation of school rules.

(cf.5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

13. Use of a cell phone, smart watch, pager, or other mobile communication device during instructional time or in an unauthorized manner in violation of district policy

**(cf. 5131.8 - Mobile Communication Devices)
(cf. 6163.4 - Student Use of Technology)**

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

~~Possession of Cellular Phones and Other Electronic Signaling Devices~~

~~Students in grades K-5 may not possess or use electronic communication devices except at the discretion of the principal.~~

~~Students in grades 6-12 may possess and use electronic communication devices on school property and at school sponsored activities subject to the following:~~

~~1. All electronic communication devices must be turned off during the official instructional day as established by the school administration. These devices may be used before and after the official instructional day. Students in grades 9-12 may also use electronic communication-~~

Conduct

~~devices during the school's scheduled lunch period.~~

~~2. It is the student's responsibility to ensure that their devices are turned off and secured at all times.~~

~~No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health related purposes. If a student wishes to use an electronic communication device at an unauthorized time for medical purposes, his/her parent or guardian must submit a written request for permission to the school principal or designee to determine the validity of the request. (Education Code 48901.5)~~

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time.

The district is not responsible for lost, stolen, or damaged electronic communication devices or any charges incurred as a result.

Enforcement of Standards

Students who violate district or school rules and regulations may be subject to discipline, including but not limited to suspension, expulsion or transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The superintendent or designee shall notify local law enforcement as appropriate.

- (cf. 1020 - Youth Services)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 5020 - Parent Rights and Responsibilities)
- (cf. 5138 - Conflict Resolution/Peer Mediation)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
- (cf. 6020 - Parent Involvement)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)
- (cf. 6164.2 - Guidance/Counseling Services)
- (cf. 6164.5 - Student Success Teams)
- (cf. 6184 - Continuation Education)
- (cf. 6185 - Community Day School)

Conduct

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension and expulsion

51512 Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope or laser pointer

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

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of students

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

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

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

New Jersey v. T.L.O., (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

Management Resources:

CSBA PUBLICATIONS

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

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April

Students

BP 5131 (f)

Conduct

2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

WEB SITES

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

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

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

<http://www.ewa.org/organization/center-safe-and-responsible-internet-use>

National School Boards Association: <http://www.nsba.org>

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

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

Policy

revised: ~~May 15, 2013~~ ***November 21, 2019***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

Amalia Abu-Issa
SDC – Burroughs
Effective 10-25-19

Aisha McKee
RSP – Murray
Effective 10-28-19

Bethany Smosna
Instruction TOSA – SELPA
Effective 12-31-19

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Gillian Brannon
RSP – Murray
Effective 11-4-19

Robert Bruce
SDC – Burroughs
Effective 11-12-19

Substitute Teachers for 2019-20 year:

Catherine Bachman
Kaley Barlow
Kirstie Wittendorfer

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Gillian Brannon
4 hr. Clerk II – James Monroe
Effective 11-1-19

Danielle Fillingham
3 hr. Food Service I – Burroughs
4 hr. Food Service II – Vieweg
Effective 10-25-19

Lisa Piepmeier
½ hr. Noon Duty Supervisor AM – Las Flores
Effective 10-31-19

Annia Rosales
1 ½ hr. Noon Duty Supervisor – Pierce
Effective 10-18-19

Kathleen Ward
3 ½ hr. Food Service Assistant I – Gateway
Effective 10-31-19

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Latasha Baker
5 ½ hr. Paraprofessional I – Pierce
Effective 10-23-19

Sergio Cortez
8 hr. Automated Systems Specialist – Technology
Effective 11-4-19

Rosemarie Duffy
5 ½ hr. Paraprofessional I – Richmond
Effective 10-23-19

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Logan Pitman
5 ½ hr. Paraprofessional I – Richmond
Effective 10-23-19

Annia Rosales
1 ½ hr. Noon Duty Supervisor – Pierce
Effective 10-10-19

Randall Schortzmann
1 ¾ hr. Noon Duty Supervisor – Las Flores
Effective 10-15-19

Lane Valentine
5 ½ hr. Paraprofessional I – Pierce
Effective 10-23-19

Student Workability Worker for the 2019-20 School Year:

Mitchell Anderson
Hope Johnson
Jordan Loughlin
Nicholas Nox Sargent

Classified Substitutes for the 2019-20 School Year:

Bethany Burton
Brooke DeWolfe
Benadette Elson
Danielle Fillingham
Principeda Gray
Julianna Gorduyn
Irene Macias
Gregory McAllister
Faryn Parfait

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS

Valeria Aguliar
Added: 1 ½ hr. Monitor – Transportation
Effective 10-22-19

Alyxandra Browne
Added: ¾ hr. Paraprofessional I – Richmond
Effective 10-11-19

Brittany Burns
Added: 2 hr. Food Service II – Burroughs
Effective 10-21-19

Alicia Castillo
From: ¾ hr. Van Driver – Transportation
And 1 ¾ hr. Monitor – Transportation
To: 2 ¼ hr. Monitor – Transportation
Effective 11-5-19

Maria Clercien
Added: 1 ½ hr. Monitor – Transportation
Effective 10-24-19

William Folden
From: 2 hr. Noon Duty Supervisor Secondary – Murray
To: 5 ½ hr. Noon Duty Supervisor Secondary – Murray
Effective 10-24-19

Meritzel Herrera Solis
From: 8 hr. Paraprofessional I – Burroughs
To: 5 ½ hr. Paraprofessional I – Richmond
Effective 10-15-19

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Arnika Hopkins

Added: 1 hr. Paraprofessional I – Richmond

Effective 10-23-19

Miller Hoyrup

From: 5 ½ hr. Paraprofessional I – Burroughs

To: 7 ¼ hr. Paraprofessional I – Burroughs

Effective 10-14-19

Diane Klein

Added: 3 hr. Food Service Assistant I – Burroughs

Effective 11-1-19

Miriam Kolar

Added: 1 ½ hr. Monitor – Transportation

Effective 11-5-19

Michelle Lopez

Added: 3 hr. Monitor – Transportation

Effective 11-6-19

Kristina Marsicola

From: 1 ½ hr. Noon Duty – Faller

To: 5 ½ hr. Paraprofessional I – Richmond

Effective 10-23-19

Katerina Soto

Added: 1 ½ hr. Monitor – Transportation

Effective 10-22-19

Katherine Willard

From: 2 ¾ hr. Paraprofessional I – Gateway

To: 5 ½ hr. Paraprofessional I - Gateway

Effective 11-6-19

8. PERSONNEL ADMINISTRATION

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

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

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

- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Gillian Brannon, RSP – Murray Middle School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Robert Bruce, SDC – Burroughs High School

FINANCIAL IMPLICATIONS: None.

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

8. PERSONNEL ADMINISTRATION

8.4 Approval of Incentive for Early Notification of Retirement for 2019-20

BACKGROUND INFORMATION: For several years, the district has offered an incentive for early notification of retirement. In 2006, the board approved an increase in the incentive amount for 2006-07 to \$1,000 for each retiring certificated employee and \$532 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. In 2009-10, the board approved an increase in the incentive amount to \$3,000 for each retiring certificated employee and \$1,600 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. This provided the district with valuable information in determining staffing needs for the upcoming school year.

CURRENT CONSIDERATIONS: The district would like to offer the incentive for early notification of retirement program for 2019-20 to assist with identification of staffing needs for the 2020-21 school year. The district is proposing to continue with its offer from the last few years in the amount of \$3,000 for certificated employees and \$1,600 for classified employees to those employees who submit their written retirement notice by no later than February 1, 2020. The retirement window (i.e., effective date of retirement) for this incentive is as follows: (1) certificated employees between June 1, 2020 and August 1, 2020; and (2) classified employees between February 1, 2020 and August 1, 2020. Employees must be eligible to retire under STRS or PERS in order to receive this incentive. All employees eligible to retire will receive the letter via district email during the week of November 25 – November 29, 2019 from the Human Resources Department describing the 2019-20 early notification of retirement incentive program.

Management wishes to emphasize its belief that this proposed incentive has absolutely no impact, or desired impact, on an employee's decision to retire. The district is making no attempt, in any way, to imply that we are offering an "incentive" or "award" for retirement. Given the statewide shortage of highly qualified teachers, we prefer to keep all our teachers! This proposed incentive is merely focused on obtaining early notification by eligible employees of their personal decision to retire. Since the district plans to recruit new teachers from March-May, it will be extremely valuable to the process of hiring the "best and brightest" with the knowledge of what positions will be vacant, due to retirement. Without an incentive to notify early, the district anticipates the probability that eligible employees may notify the district of their decision to retire as late as June, which would negatively impact our ability to recruit new teachers in the spring.

FINANCIAL IMPLICATIONS: Last year, the district paid eight (8) classified notification incentives and sixteen (16) certificated notification incentives for a total cost of \$60,800. The exact fiscal impact is unknown, but it is projected that we will have a

similar number of employees who take the notification incentive. Most important for the district are the benefits associated with management of staffing in the current statewide environment in which districts are experiencing shortages of qualified applicants.

SUPERINTENDENT’S RECOMMENDATION: Approve the incentive for early notification of retirement program for 2019-20 in the amount of \$3,000 for each certificated employee and \$1,600 for each classified employee who declares his/her intent to retire in writing within the applicable retirement window by no later than February 1, 2020.

8. PERSONNEL ADMINISTRATION

- 8.5 Ratification of a Tentative Agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education Regarding Settlement of Contract Issues for 2019-20
-

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association (CSEA) and district negotiation teams reached a tentative agreement on three of its articles for 2019-20.

CURRENT CONSIDERATIONS: Chapter 188 of the California School Employees Association (CSEA) and the district reached a tentative agreement regarding contract language changes on three of its articles. A copy of the agreement is attached. Highlights of the agreement include: (1) a 2.0% across-the-board raise, retroactive to July 1, 2019, (2) new language added for Maintenance/Garage employees to be reimbursed annually for tools or safety equipment purchases, (3) additional language for Association Rights. The agreement settles all negotiations for 2019-20.

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

SUPERINTENDENT’S RECOMMENDATION: Approve the ratification of a tentative agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education regarding settlement of contract issues for 2019-20.

8. PERSONNEL ADMINISTRATION

8.6 AB 1200 Documentation for the Ratification of a Tentative Agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education

BACKGROUND INFORMATION: Chapter 188 of the California School Employees Association (CSEA) and district negotiation teams reached a tentative agreement on three of its articles. The tentative agreement was presented to the board tonight at the November 21, 2019 regular meeting. AB 1200 documentation is required as a disclosure of the impact of collective bargaining agreements on the district's operating budget.

CURRENT CONSIDERATIONS: The district is presenting the AB 1200 documentation in response to Chapter 188 of the California School Employees Association (CSEA) membership ratifying the tentative agreement reached between the district and CSEA, which demonstrates the district's ability to meet the costs of the collective bargaining agreement. The district will apply a 2.0% across-the-board raise on the classified salary schedule effective July 1, 2019.

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

SUPERINTENDENT'S RECOMMENDATION: Approve the AB 1200 documentation for the tentative agreement between Chapter 188 of the California School Employees Association (CSEA) and the Board of Education regarding the fiscal impact of proposed agreement effective July 1, 2019.

Sample School District
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5
California School Employees Association (CSEA) Chapter 188

The proposed agreement covers the period beginning July 1, 2019 and ending June 30, 2021 and will be acted upon by the Governing Board at its meeting on November 21, 2019

Note:

1% salary increase =	\$	87,060	\$87,930	\$88,810
1% statutory benefit increase =	\$	24,970	\$28,633	\$30,074
1% salary and statutory benefit increase =	\$	112,029	\$116,564	\$118,884

A. Proposed Change in Compensation - Fund 01 - General Fund		Fiscal Impact of Proposed Agreement			Comments
		Year 1 2019-2020	Year 2 2020-2021	Year 3 2021-2022	
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)	\$ -	\$ -	\$ -	Step/Column previously included in budget
	Percent	0.00%	0.00%	0.00%	
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ 174,120	\$ 174,120	\$ 174,120	On schedule increase of 2% for 19/20. Amounts shown in 20/21 and 21/22 are increases to respective budgets.
	Percent	2.00%	1.98%	1.96%	
3. Other Compensation - Increase/(Decrease)	Cost (+/-)	\$ -	\$ -	\$ -	
	Percent	0.00%	0.00%	0.00%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 51,701	\$ 56,699	\$ 58,963	Associated with respective salary increases.
	Percent	2.07%	1.98%	1.96%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ -	\$ -	\$ -	
	Percent	0.00%	0.00%	0.00%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-3 + 5.	Cost (+/-)	\$ 225,821	\$ 230,819	\$ 233,082	
	Percent	2.02%	1.98%	1.96%	
7. Total Number of Represented Employees		349	349	349	
8. Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	\$ 647	\$ 661	\$ 668	
	Percent	2.02%	1.98%	1.96%	

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)
 N/A

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

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

E. Source of Funding for Proposed Agreement
 General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard	
a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$ 62,324,643
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$ 1,869,739
2. Unrestricted Fund Balance (After Impact of Proposed Agreement)	
a. General Fund Unrestricted Reserve for Economic Uncertainties	\$ 3,127,523
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	\$ 90,000
c. General Fund Unrestricted Committed/Assigned Amounts	\$ 381,191
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	\$ (510,825)
e. Total District Unrestricted Fund Balance	\$ 3,087,889

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes No

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

Description	Column 1 Latest Board Approved Budget (Adopted Budget)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	\$ 49,585,616	\$ -	\$ -	\$ 49,585,616
Remaining Revenues (8100-8799)	\$ 11,226,834	\$ -	\$ -	\$ 11,226,834
Total Revenues	\$ 60,812,450	\$ -	\$ -	\$ 60,812,450
Expenditures				
1000 Certificated Salaries	\$ 24,775,859	\$ -	\$ -	\$ 24,775,859
2000 Classified Salaries	\$ 8,918,465	\$ -	\$ 174,120	\$ 9,092,585
3000 Employees' Benefits	\$ 16,392,680	\$ -	\$ 51,701	\$ 16,444,381
4000 Books & Supplies	\$ 4,005,731	\$ -	\$ -	\$ 4,005,731
5000 Services & Operating Expenses	\$ 7,079,577	\$ -	\$ -	\$ 7,079,577
6000 Capital Outlay	\$ 480,363	\$ -	\$ -	\$ 480,363
7000 Other	\$ 496,968	\$ -	\$ -	\$ 496,968
Total Expenditures	\$ 62,149,643	\$ -	\$ 225,821	\$ 62,375,464
Operating Surplus (Deficit)	\$ (1,337,193)	\$ -	\$ (225,821)	\$ (1,563,014)
Other Sources and Transfers In	\$ 19,247	\$ -	\$ -	\$ 19,247
Other Uses and Transfers Out	\$ 175,000	\$ -	\$ -	\$ 175,000
Current Yr Incr/(Decr) In Fund Balance	\$ (1,492,946)	\$ -	\$ (225,821)	\$ (1,718,767)
Beginning Balance	\$ 6,104,414	\$ -	\$ -	\$ 6,104,414
Current-Year Ending Balance	\$ 4,611,467	\$ -	\$ (225,821)	\$ 4,385,647
Components of Ending Balance				
Nonspendable	\$ 90,000	\$ -	\$ -	\$ 90,000
Restricted	\$ 1,297,758	\$ -	\$ -	\$ 1,297,758
Committed	\$ 381,191	\$ -	\$ -	\$ 381,191
Assigned	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainty	\$ 3,116,232	\$ -	\$ 11,291	\$ 3,127,523
Unassigned/Unappropriated	\$ (273,714)	\$ -	\$ (237,112)	\$ (510,825)

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

Please include comments and explanations as necessary:

> Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 because the step and column increases and relative statutory benefits were in the approved budget before the settlement.

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association Bargaining Unit, during the term of the agreement from July 1, 2019 to June 30, 2021

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

	Budget Adjustment Increase (Decrease)
Budget Adjustment Categories:	
Revenues/Other financing Sources	\$ -
Expenditures/Other Financing Uses	<u>\$ 225,821</u>
Ending Balance Increase (Decrease)	<u><u>\$ (225,821)</u></u>

N/A _____ (no budget revisions necessary)

District Superintendent

Date

Chief Business Officer

Date

H. CERTIFICATION NO. 2:

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

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

District Superintendent
(Signature)

Date

Chief Financial Officer
(Signature)

Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on November 21, 2019 took action to approve the proposed Agreement with the California School Employees Association Bargaining Unit.

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

Date

8. PERSONNEL ADMINISTRATION

8.7 Presentation of Initial Sunshine Contract Proposal for 2020-21 from the Desert Area Teachers Association (DATA) to the Board of Education

BACKGROUND INFORMATION: The Desert Area Teachers Association (DATA) will submit their sunshine proposal to the Board of Education for the 2020-21 school year.

CURRENT CONSIDERATIONS: The Desert Area Teachers Association (DATA) will submit its initial sunshine contract proposal for 2020-21 to the Board of Education at the meeting.

FINANCIAL IMPLICATIONS: Unknown.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board receive the initial sunshine contract proposal from the Desert Area Teachers Association (DATA) and set the next regular meeting date as the date for the public hearing on the proposal.

8. PERSONNEL ADMINISTRATION

8.8 Notification of Adjustment of Salary Compensation for Desert Area Guidance Association (DAGA), Confidential, and Management Employees for 2019-20

BACKGROUND INFORMATION: The district reached a successor agreement with the Desert Area Teachers Association (DATA) at their October 17, 2019 board meeting and a tentative agreement with CSEA and its Chapter 188 for the 2019-20 school year at tonight's meeting. More specifically, a 2% increase to their salary schedule with Health and Welfare for both unions remaining status quo. Desert Area Guidance Association (DAGA), Confidential, and Management employees received a 1.5% increase on their salary schedules July 1, 2019. They also received a .25% adjustment to their Health and Welfare benefits to increase their Delta Dental coverage at that time as well.

CURRENT CONSIDERATIONS: With both the Desert Area Teachers Association (DATA) and CSEA and its Chapter 188 receiving a 2% increase to their salary schedules, it has been determined that it would be appropriate to implement a .25% adjustment for the Desert Area Guidance Association (DAGA), Confidential, and Management employees' salary schedules. These groups have been consulted and are in agreement.

FINANCIAL IMPLICATIONS: The district will apply an additional .25% across-the-board raise on the Desert Area Guidance Association (DAGA), Confidential, and Management salary schedules beginning July 1, 2019.

SUPERINTENDENT'S RECOMMENDATION: Approve the adjustment of salary compensation for Desert Area Guidance Association (DAGA), Confidential, and Management employees commencing July 1, 2019 as presented.

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following gifts have been received: Brittni Rickman made a donation of five Kindle Fire devices with an estimated cash value of \$500 to be used in Mrs. Rickman's kindergarten classroom at Faller Elementary School, Christina Ricketts made a donation of a 1997 Ford Taurus with an estimated cash value of \$1,500 to be used by the Burroughs High School auto shop, and Roger Ross donated a 1998 Ford Ranger with an estimated cash value of \$2,000 to be used by the auto shop at Burroughs High School.

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 Appointment of Student Member to the Board of Education for the 2019-20 School Year Spring Semester

BACKGROUND INFORMATION: In accordance with board policy, candidates have been solicited to serve as student members of the Board of Education for the 2019-20 school year. Student Miles May is being presented tonight for recommendation for the spring semester.

CURRENT CONSIDERATIONS: Miles May is currently a junior at Mesquite High School. Miles was born in Ridgecrest and has attended Sierra Sands schools for his entire school career. At Mesquite, he immediately showed promise as a leader and joined the ASB. He has contributed greatly to all of the programs and activities that the ASB has sponsored this year and is quick to volunteer. He is a positive role model for his peers and is respectful and kind to others. In addition to earning 35 credits during his first quarter at Mesquite, he works part-time as an assistant computer technician. He enjoys music of all types and hopes to have a career in the music industry.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education appoint Miles May as student member to the board for the 2019-20 school year spring semester.

9. GENERAL ADMINISTRATION

9.3 Nominations for Representatives to the California School Boards Association (CSBA)

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

CURRENT CONSIDERATIONS: Nominations for representatives to the Delegate Assembly are being accepted until January 7, 2020. There are three delegates whose terms expire in 2020 in Subregion 12-B of which Sierra Sands is a part, and each board may nominate as many individuals as it chooses within its geographical region or subregion. The three positions which are up for election are currently held by Cynthia Brakerman of Kern High School District, Pamela Jacobsen of Standard School District, and Lillian Tafoya of Bakersfield City School District. Delegates serve two-year terms beginning April 1, 2020 through March 31, 2022.

FINANCIAL IMPLICATIONS: The financial implications would include mileage, hotel, and meal expenses for two meetings per year with an estimated cost of \$700.00 dependent upon hotel and travel costs. This includes expenses for a May meeting in Sacramento and one additional night of hotel expense in combination with the annual CSBA meeting.

SUPERINTENDENT'S RECOMMENDATION: The board may, if it wishes, nominate one or more individuals to serve on the CSBA Delegate Assembly. Permission must be received from an individual to place his or her name in nomination.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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

CURRENT CONSIDERATIONS: Mr. Randy Coit, Director of Construction with Sierra Sands Unified School District, will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

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

11. BUSINESS ADMINISTRATION

11.1 Approval of Resolution #14 1920 Authorization to Increase the Revolving Cash Fund

BACKGROUND INFORMATION: Per Board Policy 3314.2, the board has established a revolving cash fund for use by the superintendent or designee in paying for goods, services, and other charges determined by the board, including supplemental payments required to correct any payroll errors. If deemed so necessary, the governing board may, with the consent of the county superintendent of schools, adopt a resolution to increase the amount of funds available in the revolving cash fund.

CURRENT CONSIDERATIONS: The limit of the current level of \$40,000.00 available in the revolving cash fund was established in May 21, 2015. Since that date no adjustments have been made to the fund level. Increasingly, over the past 4 years there has been a need to replenish the revolving cash fund more frequently. Approximately 10% of the revolving cash account is distributed to the sites as petty cash funds. The remainder is left available for monthly credit card invoices, coverage of payroll emergencies, fingerprint charges, and travel advances. Raising the revolving cash fund level to \$100,000.000 will improve management of this fund.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is the superintendent's recommendation that the board approve Resolution #14 1920 to increase the revolving cash fund by \$60,000.00 to a balance of \$100,000.00.

BEFORE THE GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

In the Matter of)
)
INCREASE OF)
REVOLVING CASH FUND)
(E.C. 42800, 85401))
_____)

RESOLUTION #14 1920

WHEREAS, in the operation of the administrative duties of the Sierra Sands Unified School District numerous miscellaneous items are needed; and

WHEREAS, it is cumbersome and inefficient to purchase said miscellaneous items upon separate orders and requisitions and draw separate warrants for their payment;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Trustees of said Sierra Sands Unified School District, County of Kern, State of California, as follows:

1. That there is a necessity for increasing the revolving cash fund which has been established.
2. That a revolving cash fund in the amount of one hundred thousand dollars (\$100,000.00) shall be available for the use of the Chief Accounting Officer of the District by increasing the existing fund by the sum of sixty thousand dollars (\$60,000.00) for the purpose of paying cash for miscellaneous items which are required from time to time in the operation of said school district such as monthly credit card invoices, coverage of payroll emergencies, fingerprint charges, petty cash, and travel advances.

The foregoing resolution, on motion of Trustee _____, seconded by Trustee _____, was duly passed and adopted this 21st day of November, 2019, by the following vote, to wit:

AYES: _____ NOES: _____ ABSENT: _____

Signed: _____
Michael Scott
Clerk/Secretary of the Board of Trustees

Approved:

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By: _____, Deputy Date: _____

(File original and one copy with the County Superintendent of Schools, E.C. 42801, 85401)

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in October 2019 are submitted for approval. “A” warrants totaled \$3,264,585.10. “B” warrants totaled \$2,774,940.03.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for October 2019 as presented.

This list represents the "A" and "B" warrants released during the month of OCTOBER 2019
 The "A" and "B" warrant registers are available in the business office for your review.

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

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$2,289,173.80
End of month classified	\$801,832.70
10th of month certificated	\$97,784.06
10th of month classified	\$70,376.76
15th of month certificated	\$5,417.78
15th of month classified	\$0.00
Total "A" Warrants	\$3,264,585.10

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 45	\$ 208,806.95
Batch 46	\$ 416,124.86
Batch 47	\$ 52,805.55
Batch 48	\$ 1,094.41
Batch 49	\$ 63,581.03
Batch 50	\$ 30,951.69
Batch 51	\$ 133,048.42
Batch 52	\$ 15,722.40
Batch 53	\$ 2,941.85
Batch 54	\$ 29,259.82
Batch 55	\$ 321,581.10
Batch 56	\$ 4,463.20
Batch 58	\$ 195,938.89
Batch 59	\$ 445,282.51
Batch 60	\$ 527,357.60
Batch 61	\$ 655.60
Batch 62	\$ 325,324.15
Total "B" Warrants	\$ 2,774,940.03

12. CONSENT CALENDAR

12.2 Ratification of Memorandum of Understanding between Sierra Sands Unified School District and Achieve Behavioral Assoc., LLC.

BACKGROUND INFORMATION: In April 2018, parents of a special needs student that attends Gateway Elementary special education preschool requested that the behavior assistants who work for Achieve Behavioral Assoc., LLC be allowed to accompany the student to his classroom. At the May 17, 2018 regular board meeting, the board approved an MOU between Sierra Sands and Achieve Behavioral Assoc., LLC. These services were provided for the remainder of the 2017-18 school year and during the 2018-19 year as well. The parents have requested a continuation of these services.

CURRENT CONSIDERATIONS: Since these behavior assistants will not be employees of Sierra Sands, the district solicited legal advice as to how the request of the parents could be honored while protecting the district from liability issues. The resulting Memorandum of Understanding (MOU) will allow the employees of Achieve Behavioral Assoc., LLC to be in the preschool classroom to provide behavioral support for the specified student for the 2019-20 school year while safeguarding the interests of the district.

FINANCIAL IMPLICATIONS: There will be no cost to the district for the behavior assistants' services.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the MOU with Achieve Behavioral Assoc., LLC as presented.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ACHIEVE BEHAVIORAL ASSOC., LLC AND THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

This Services Agreement ("Agreement") is made and entered this 1st day of October, 2019 between Achieve Behavioral Assoc., LLC (hereinafter referred to as "Service Provider") and the Sierra Sands Unified School District (hereinafter referred to as "District", together with Service Provider, "Parties").

Purpose. The student, Luca Martin ("Student"), currently receives behavioral support services from Service Provider. Student's behavioral support services from Service Provider are not offered, provided, funded, or selected either directly or indirectly through the District and are not part of any current Individualized Education Program ("IEP"), accommodations plan under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or any other District supports or interventions. Instead, such services are offered, provided, funded, and selected, either directly or indirectly, through the discretion of Student's parents, Joseph and Julia Martin, ("Parents"), or other private or public sources. The purpose of this Agreement is solely for the District to, pursuant to Parents' request, allow Service Provider access to Student during his regular school day to provide the private behavioral support services described herein.

2. District will permit Service Provider to access Student only to provide behavioral support services to Student while he is attending school during his regular school day, at Student's assigned school site or District property. While providing services to Student, Service Provider shall not perform any other work, for either its own or District purposes, support any other students, and/or otherwise interfere with or interrupt the classroom, school-site, or other District educational programs or activities in any way. Service Provider is not permitted to access any portion of District property or facilities where Student is not present or without prior permission of District staff. The provision of behavioral support service to Student shall be at times and place **within the limits** of District policy and in consultation with the District.
3. On a monthly basis, Service Provider will provide the District, directed to the school site Principal and Student's assigned teacher, the expected dates and times for the upcoming month that they will be providing services to Student during Student's regular school day. Service Provider will keep the Principal and Student's teacher reasonably informed of any changes in the expected schedule. Regardless of the schedule, Service Provider must sign in and out at the school site and comply with any other school or District visitor policies. Furthermore, and regardless of the expected services schedule or any other services schedule that may be arranged privately between Parents and Service Provider, any District staff member, in their discretion, may require Service Provider to immediately leave the premises, including but not limited to, when Service Provider is distracting from, disrupting, or interfering with District programs or activities.
4. The term of this Agreement shall be from October 1, 2019 to October 30, 2020. In addition to the grounds for termination specified in Sections 23 and 24 below, this Agreement shall immediately terminate upon notice from Parents or Service Provider that Service Provider is no longer providing behavioral support service to Student during his regular school day. Neither the District nor Service Provider is required to renew this Agreement in subsequent years. Any subsequent agreement is to be renegotiated prior to June 30 of each year. The Agreement has no force or effect until approved or ratified by the District's Board of Education.
5. Service Provider shall timely provide all required child abuse/neglect and mandated reporter trainings to all staff who require such training. Service Provider shall maintain a signed statement by all personnel required to sign such a statement under the child abuse/neglect reporting laws, acknowledging their training and understanding of the mandated reporting requirements regarding observed or suspected cases of child abuse. Service Provider shall comply with all legal requirements related to child abuse and neglect, including those described in California Penal Code section 11164, et seq. When filing a child abuse report, Service Provider shall include in the report, the name, telephone number and address of the District identified, as stated in the Notices section of this Agreement.
6. Service Provider shall ensure that staff is aware of its responsibility and requirement to report to Parents, and local law enforcement as appropriate, when the Student leaves campus without permission immediately upon confirmation that the Student is missing, in accordance with Education Code section 49370. Service Provider shall contact the District representative identified in the Notices section of this Agreement as soon as reasonably practicable in the event the Student leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his Parents or guardian.
7. Service Provider agrees to complete a written report when the Student has suffered an injury that requires medical attention and/or died and provide that report to the District representative identified in the Notices section of this Agreement as soon as reasonably practicable, but in no event later than 24 hours after discovery of the injury or death. If the incident results in

the death of Student, Service Provider shall immediately notify the District representative identified in the Notices section of this Agreement.

- fi. **Compliance with Laws.** During the term of the Agreement, Service provider and the District shall comply with all applicable federal and state laws and regulations, including but not limited those not expressly referenced in this Agreement. Service Provider shall further comply with any and all applicable District Board Policies and Administrative regulations (available through the District's website). In the event Service Provider retains a subcontractor or subcontractors to provide any services described in Agreement, Service Provider agrees that each subcontractor will comply with the terms of this Agreement, including this section
- a. **Corporal Punishment Prohibitions.** Service Provider shall employ behavioral interventions with respect to Student only. Service Provider shall not utilize any intervention that is designed to, or likely to, cause physical pain; release noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to an individual's face; utilize any intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; utilize any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma; utilize restrictive interventions which employ a device or material or **objects that** simultaneously immobilize all four extremities (except as permitted by law); locked seclusion (except as permitted by law); utilize any intervention that precludes adequate supervision of the individual; utilize any intervention which deprives the individual of one or more of his or her senses; or, utilize any amount of force exceeding that which is reasonable and necessary under the circumstances.
 - b. **Student Discipline.** Service Provider agrees to comply with and enforce District standards of student conduct with respect to Student.
 - c. **Student Educational Records.** Student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Service Provider will not have access to educational records of any student, including but not limited to the Student, or personally identifiable information from such records of any student, unless as otherwise permitted by law. Service Provider will not maintain their own, or on behalf of the District, any records containing personally identifiable information of any students learned in the course of providing services under this Agreement. However, Service Provider may, for its own sole purposes, keep notes or other records that pertain to and contain the personally identifiable information of the Student only, and only as related to the behavioral support services provided under this Agreement. Service Provider otherwise agrees to maintain the confidentiality, consistent with FERPA, of any information incidentally learned or observed about other students while providing services under this Agreement.
 9. **Ownership of Work Product.** Except for all Service Provider books, manuals and materials ("Service Provider Materials"), all products of work created pursuant to this Agreement, such as, among other things, District notes, charts, student records, and similar materials, will be the sole property of District and no reproduction of any portions of the work product may be made in any form without the express written consent of the District. Service Provider Materials may be copyrighted and/or trademarked. Service Provider retains all rights related to all Service Provider Materials and nothing in this paragraph limits Service Provider's rights related to any copyright and/or trademark.
 10. **Fingerprinting and Background Checks.** Service Provider shall comply with California Education Code section 45125.1. Service Provider shall, at its own cost, require all current employees, and those who are hired during the term of this Agreement, who may enter any District facility at a time when students are present to submit their fingerprints to the California Department of Justice in accordance with all applicable Department of Justice requirements. Service Provider shall also ensure and certify that, while performing pursuant to the terms of this Agreement, no employee will come in contact with or be near any District student until such time as the Department of Justice has confirmed that the employee has not been convicted of a felony as described in Education Code section 45122.1. Service Provider shall also provide the District with a list of all employees who have successfully completed the Department of Justice background check process and may perform services under this Agreement to the District and update said list, as needed, from time-to-time.
 11. **Staffing.** Service Provider agrees to adequately screen all staff to ensure that no staff person who poses a threat to the health or safety of any student will provide services under this Agreement. Service Provider shall also provide documentation that each staff person who will provide services under this Agreement is free from tuberculosis and comply with all other requirements described in California Education Code section 49406. The District shall have the right to reject any Service Provider staff member from providing services to Student under this Agreement. In the event the District rejects a staff member, Service Provider may assign another qualified staff member to provide the behavioral support services to Student.
 12. **Safety.** Service Provider is solely responsible for ensuring the safety of its employees during the performance of this Agreement. Service Provider is also solely responsible for ensuring the safety of all students, District staff, and the community while performing services under this Agreement.

13. **No Employment Relationship.** Service Provider is not an employee, independent contractor, officer, agent, or volunteer of the District. Service Provider agrees to indemnify District for all costs and any penalties arising from audits related to services provided by Service Provider's employees and agents under this Agreement. Service Provider and its employees and agents are not entitled to benefits of any kind that the District offers or provides to its employees including, but not limited to, unemployment compensation, workers' compensation, health benefits, and retirement payments. Service Provider assumes full responsibility for the acts and/or omissions of its employees, agents, or subcontractors related to this Agreement. Service Provider assumes full responsibility for its employees' or agents' workers' compensation insurance, Federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes.

14. **Indemnification.** Service Provider hereby indemnifies, defends, and holds harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the Service Provider and/or its subcontractor(s). Service Provider shall have no obligation to indemnify, defend, or hold harmless the District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the District's sole negligence or willful misconduct.

The District hereby indemnifies, defends, and holds harmless Service Provider from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the District, its employees, agents, independent contractors, consultants, and other representatives. The District shall have no obligation to indemnify, defend, or hold harmless Service Provider for Service Provider's sole negligence or willful misconduct.

This indemnity section shall survive the termination of the Agreement and is in addition to any other rights or remedies that the District may have under the law or this Agreement.

15. **Insurance.** During the entire term of this Agreement and any extension or modification thereof, Service Provider shall keep in effect, at its sole expense, a policy (or policies) of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by Service Provider in relation to the performance of services under this Agreement with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name the District as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Agreement for which Service Provider is required to indemnify the District under the section 14 of this Agreement. If Service Provider maintains higher limits than the minimums required by law or this Agreement, the District shall be entitled to coverage for the higher limits. Any available insurance proceeds in excess of the legal minimum limits of insurance and coverage shall be available to the District.

No later than the Effective Date of this Agreement, Service Provider shall provide the District with satisfactory evidence of insurance. The insurance maintained by Service Provider shall include a provision for the provider to send written notice of cancellation or modification to Service Provider at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such insurance may contain the same notice requirement for the District. If the insurance provider is only required to send such notice to Service Provider, Service Provider shall provide the District written notice of cancellation or adverse material modification within one business day after receiving notice from the insurer. Service Provider shall at its own cost and expense procure and maintain insurance under California's Workers' Compensation laws. Failure to maintain the insurance described herein, shall be cause for termination of the Agreement.

Service Provider agrees that any subcontractor with which it contracts to provide services pursuant to this Agreement, shall provide the District with written proof of insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence, including general liability, auto liability, and professional liability. Subcontractors shall be required to provide to Service Provider written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

16. **Cooperation in Disposition of Claims.** The Parties agree to cooperate with each other in the timely investigation and disposition of audits, disciplinary actions, and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

17. **Assignment and Subcontracts.** Service Provider may not assign this Agreement without the express written consent of the District, and any attempt by Contract to affect such an assignment without the express written consent of the District shall make this

Agreement terminable at the option of the District. This Agreement binds Service Provider's successors and assignees. Service Provider shall not subcontract with any provider, for any of the services contemplated under this Agreement without first obtaining the written approval of the District. In the event Service Provider subcontracts any of the work described in this Agreement, Service Provider agrees and warrants that subcontractor will comply with all terms and conditions of this Agreement. Service Provider further agrees and warrants that it shall serve as the District's point of contact related to any issues concerning the subcontractor's performance and shall be responsible for the acts and omissions of any subcontractor. Any subcontractor who fails to perform as necessary to implement this Agreement shall be replaced, unless the District agrees otherwise in writing. Service Provider use of any subcontractor shall not create privity of contract between the District and subcontractor. Contractor, and not the District, shall be fully responsible for any subcontractor claims.

18. **Authority and Representations.** Service Provider has the full power and authority to execute this Agreement and perform all services described herein. Service Provider's services shall not infringe on any third party's rights. Service Provider is not subject to, and does not anticipate in the future, any action, suit, investigation or proceeding of any kind that could affect its ability to perform the services described in this Agreement.
19. **Waivers.** The District may, but is not required to, seek waivers of applicable state laws and regulations. Service Provider shall cooperate and reasonably assist the District in pursuit of any such waivers.
20. **Third Party Beneficiaries.** This Agreement is not inured to the benefit of nor creates any rights in any third parties.
21. **Dispute Resolution.** Disagreements concerning the meaning, requirements, or performance of this Agreement shall first be brought to the attention of the other party in writing, to resolve the dispute at the lowest level. Any remaining disputes or agreements may be resolved either (1) as voluntarily agreed to by the parties, (2) by equitable remedies, or (3) through arbitration. Subject to the foregoing requirements, the Parties agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or Parties' rights and obligations under this Agreement, shall be settled by arbitration under the then current rules of the American Arbitration Association. The parties agree to equally share in the arbitration fees and costs. Any arbitration hereunder shall be held in Ridgecrest, California.
22. **Venue and Governing Law.** This Agreement shall be governed by the laws of the State of California with venue in Kern County, California. The terms of this paragraph survive termination of this Agreement.
23. **Termination of Agreement for Convenience.** This Agreement may be terminated by the District at any time. Upon receipt of such notice, Service Provider shall discontinue all services and deliver to the District all materials and information as may have been involved in the provision of the services under this Agreement, whether completed or in process. Service Provider shall not be entitled to any damages, including anticipatory, consequential, or liquidated damages, upon termination of this Agreement.
24. **Termination of Agreement for Cause.** In addition to the District's right to terminate this Agreement for convenience, the District may terminate this Agreement at any time for Service Provider's breach of its obligations under the Agreement. Following issuance of the District's Notice of Termination of Agreement for Cause, Service Provider shall immediately discontinue all services described under this Agreement and return any and all information, materials, and other District property.
25. **Attorneys' Fees.** If suit is brought by either party to this Agreement to enforce any of its terms and the District prevails in such suit, Service Provider shall pay all litigation expenses incurred by the District including attorneys' fees, court costs, expert witness fees, and investigation expenses. In all other instances, each party shall bear its respective attorneys' fees, court costs, expert witness fees, and investigation expenses.
26. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement is not valid unless and until it is approved or ratified by the District's Board of Education. The Parties agree this Agreement is the product of negotiation and shall not be deemed to have been drafted by either party.
27. **Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.
28. **Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

30. **Notices.** Notices provided under this Agreement shall be in writing, delivered to the individuals identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission or email, unless a specific section of this Agreement requires or allows for notice to be made in a different manner or to a different contact. The effective date of an invoice is the date it is received by the District. The effective date of all other notices is the date of the postmark or transmittal identified on the document. Any change to the individual to receive notices under the Agreement shall be provided in writing to the District or Service Provider pursuant to this section. All subsequent notices shall be provided to that individual. If the District or Service Provider does not identify an individual to be notified in this section, the person to be notified under this section shall be the District or Service Provider representative that executes the Agreement.

Notices mailed to the District shall be addressed to:

Elaine Littleton, Executive Director, Sierra Sands SELPA
Name/Title

113 Felspar Ave
Address

Ridgecrest CA 93555
City State Zip

760-499-1703
Phone

760-446-1394
Facsimile

elittleton@ssnsb.org
Email

Notices mailed to Service Provider shall be addressed to:

Melissa Deconza/ Director
Name/Title

123 Grande Way, Suite B
Address

Ridgecrest CA 93555
City State Zip

661-373-0284
Phone

661-670-5275
Facsimile

Melissad@achieve-aba.com
Email

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DISTRICT

Elaine Littleton, Executive Director, Sierra Sands SELPA
Name/Title

Elaine Littleton
Authorized Signature / Date 10-1-2019

Date of Board Approval/Ratification

SERVICE PROVIDER

Achieve Behavioral Assoc., LLC
Company/Contractor's Name

Melissa Deconza ms ACBA
Authorized Signature / Date

46-076284
Social Security No. or Taxpayer Id. No.

12. CONSENT CALENDAR

12.3 Approval of University Intern Agreement with CalState Teach

BACKGROUND INFORMATION: The purpose of the Intern Program is to place interns in full-time teaching positions with a district while the interns take necessary courses offered by a university to receive their California Preliminary Credential.

CURRENT CONSIDERATIONS: The California Commission on Teaching Credentialing (CTC) has newly adopted intern support and supervision requirements. One of the requirements states:

Pursuant to state statute, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. Every approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and the employer.

With this consideration in mind, the district will need to have an MOU with the listed university with their Intern Program. The MOU is attached for your review.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the university intern agreement with CalState Teach as presented.



California State University’s CalStateTEACH Program

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Sierra Sands Unified School District (“District”) and the California State University’s CalStateTEACH Program (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing (“Paid Interns”) will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning November 1, 2019 and ending October 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES



1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will



notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.



INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.



CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

Signed this _____ date of _____.

School District Designee

Dr. Nan Barker, Regional Director,
California State University's CalStateTEACH

12. CONSENT CALENDAR

12.4 Approval of Student Teaching Agreement with CalState Teach Preparation Program

BACKGROUND INFORMATION: The district periodically enters into an agreement with a university to provide teaching experience through practice teaching to students enrolled in teacher training programs.

CURRENT CONSIDERATIONS: A student teaching agreement with CalState Teach Preparation Program is being submitted for approval.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the student teaching agreement with CalState Teach Preparation Program as presented.



California State University’s CalStateTEACH Program

**Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Sierra Sands Unified School District (“District”) and the California State University’s CalStateTEACH Program (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program (“Student Teachers”) will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning November 1, 2019 and ending October 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District’s Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years’ experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher’s performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for “good cause.” “Good cause” may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.



6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.



STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from



any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.



CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

Signed this _____ date of _____.

School District Designee

Regional Director, California State University's CalStateTEACH

12. CONSENT CALENDAR

12.5 Approval of University Intern Agreement with Brandman University

BACKGROUND INFORMATION: The purpose of the Intern Program is to place interns in full-time teaching positions with a district while the interns take necessary courses offered by a university to receive their California Preliminary Credential.

CURRENT CONSIDERATIONS: The California Commission on Teaching Credentialing (CTC) has newly adopted intern support and supervision requirements. One of the requirements states:

Pursuant to state statute, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. Every approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and the employer.

With this consideration in mind, the district will need to have an MOU with the listed university with their Intern Program. The MOU is attached for your review.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the university intern agreement with Brandman University as presented.



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Sierra Sands Unified School District

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Antelope Valley Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period. (Education Code Section 44455).

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact

with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT
INFORMATION:

Sierra Sands Unified School District
113 West Felper Avenue
Ridgecrest, CA 93555
Attn: Jan Burke
Phone: 760-499-1600

UNIVERSITY CONTACT
INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in

the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Sierra Sands Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 01/02/2020, and continuing until 01/01/2023 (3-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT
REPRESENTATIVES:

Signature: _____
Name: Dave Ostash, Ed,D.
Title: Superintendent
Date: _____

Signature: _____
Name: Bryan Auld
Title: Assistant Superintendent of Human Resources
Date: _____

UNIVERSITY:

Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
 - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B
Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*

12. CONSENT CALENDAR

12.6 Approval of Student Teaching Agreement with Brandman University Preparation Program

BACKGROUND INFORMATION: The district periodically enters into an agreement with a university to provide teaching experience through practice teaching to students enrolled in teacher training programs.

CURRENT CONSIDERATIONS: A student teaching agreement with Brandman University Preparation Program is being submitted for approval.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the student teaching agreement with Brandman University Preparation Program as presented.



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Antelope Valley Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Sierra Sands Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Sierra Sands Unified School District
 113 West Felper Avenue
 Ridgecrest, CA 93555
 Attn: Jan Burke
 Phone: (760) 499-1600

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 01/02/2020 and shall continue in full force and effect through 01/01/2023. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: Bryan Auld
Title: Assistant Superintendent of Human Resources
Date: _____

UNIVERSITY: Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.