

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**AUGUST 15, 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 August 7, 2019, the regular and special meetings of July 18, 2019, and the special meeting of July 11, 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
- 5.4 Report to the Board of Trustees by the Desert Area Teachers Association
- 5.5 Report to the Board of Trustees by the California School Employees Association
- 5.6 Communications from the public

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

6. EDUCATIONAL ADMINISTRATION

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of Revisions to Board Policy and Administrative Regulation 6142.1, Sexual Health and HIV/AIDS Prevention Instruction

8. PERSONNEL ADMINISTRATION

- 8.1 Certificated
Employment, resignation, retirement, leave of absence, change of status, termination
- 8.2 Classified
Employment, resignation, retirement, leave of absence, change of status, termination
- 8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions without Appropriate Credentials

9. GENERAL ADMINISTRATION

- 9.1 Gifts to District

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

- 11.1 Report to the Board: Status of Activities Associated with Resolution #3 1920, Declaring an Emergency under Public Contract Code Sections 22035 and 22050

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Approval of Contracts with the Kern County Superintendent of Schools for Vision and Mobility, Deaf/Hard of Hearing and Audiological Services for Special Education Students
- 12.3 Ratification of Contract with Ridgecrest Regional Hospital for Services to Sierra Sands Special Education
- 12.4 Agreement with the City of Ridgecrest for Onsite Police Services for the 2019-20 School Year

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be September 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 business hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at www.ssusd.org.

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: August 7, 2019
TIME OF MEETING: 6:15 p.m.
PLACE OF MEETING: District Office
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson – telephonically from 8501 Hampton Blvd.,
Norfolk, VA 23505, 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 Interdistrict Attendance Agreement (Ball)

Motion passed to adopt the consent calendar as presented. CASTILLO-COVERT/SCOTT

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

3. EDUCATIONAL ADMINISTRATION

3.1 Approval of California Department of Education’s Form J-13A for Gateway Elementary School
and Richmond Elementary School “School Closure” August 13-16, 2019

After three members of the public spoke, motion passed to approve Form J-13A as presented.
CASTILLO-COVERT/SCOTT

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

4. BUSINESS ADMINISTRATION

4.1 Approval for Address Change for Richmond Elementary School

Motion passed to approve the address change as presented. SCOTT/FARRIS

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

- 4.2 Ms. Karen Daniel-Hamberg of Cooperative Strategies and Assistant Superintendent of Business Services Pam Smith met with the board and superintendent in a workshop style session to discuss strategies and funding associated with the district Facilities Master Plan.
5. ADJOURNMENT was at 8:15 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 Regular Meeting of the Board of Education

DATE OF MEETING: July 18, 2019
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Mr. Scott.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted hearing Item 8.5 on the Concurrent Agenda after Item 8.2, Items 11.2-11.3 of the Concurrent Agenda after Item 11.1, and hearing the Inyo-Kern Schools Financing Authority (IKSFA) following Item 11.3. Item 7.1 was removed from the regular agenda at Dr. Ostash's request.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meetings of June 27, 2019 and June 13, 2019; and the regular and special meetings of June 20, 2019 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Reports from Members of the Board

Ms. Castillo-Covert thanked staff for their efforts in assessing district sites following the earthquakes of July 4 and 5.

Mr. Rockwell thanked the Maintenance & Operations staff for the long hours they have worked in an effort to assess earthquake damage throughout the district.

5.2 Superintendent's Report

Superintendent Ostash thanked staff for their efforts in earthquake recovery and repair. He expressed appreciation to all of the district, local, state, and federal offers of concern and help fol-

lowing the recent earthquakes. He reported on the outside organizations who are based in district facilities as they offer recovery services to the community.

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

Sherry K. Browne, Vice-President of the Desert Area Teachers Association, thanked Dr. Ostash for his many district related updates given after the earthquake. She reports that DATA is looking forward to working with the board during the coming year.

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

No report was given.

5.5 Communications from the Public

No members of the public spoke during the public comment 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. JOHNSON/CASTILLO-COVERT

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

6.2 Approval of Contract with Rockstar Recruiting, LLC DBA StaffRehab for a School Psychologist

Motion passed to approve the contract as presented. SCOTT/CASTILLO-COVERT

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

6.3 Approval of Contract with Sunbelt Staffing for School Psychologist

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

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

6.4 Approval of Contract with Heather K. Thomason for Physical Therapy Services

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

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

6.5 Approval of Contract with VocoVision

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

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

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

Motion passed to approve the contract as presented. CASTILLO-COVERT/SCOTT

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulation 1312.1, Complaints Concerning District Employees

This item was removed from the agenda.

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. JOHNSON/CASTILLO-COVERT

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

8.3 Approval of AB 1200 Documentation for the Ratification of a Successor Agreement between the Desert Area Guidance Association (DAGA) and the Board of Education

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

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

8.4 Revised Job Description for the Audiovisual/Duplicating Technician

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

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

9. GENERAL ADMINISTRATION

9.1 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.

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

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

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

11. BUSINESS ADMINISTRATION

11.1 Adoption of Resolution #1 1920 for Support of Applications for Eligibility Determination and Funding in the School Facility Program when Bond Authority is Exhausted

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

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

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:19 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 8:21 p.m.

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Approval of Student Out of State Travel – Burroughs High School Boys and Girls Cross Country Teams

12.3 Ratification of Contract with Provo Canyon School for Provision of Educational, Room and Board, and Related Mental Health Services for July 1, 2019 through June 30, 2020

12.4 Ratification of Contract with Youth Care of Utah for Provision of Educational Instruction, Room and Board, and Related Mental Health Services for July 1, 2019 through June 30, 2020

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

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

13. FUTURE AGENDA

Mr. Rockwell would like to bring an agenda item to a future meeting regarding the structure of the student board member position.

14. ADJOURNMENT was at 8:23 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

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: July 18, 2019
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

8. PERSONNEL ADMINISTRATION

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

Motions was made to approve the agreement as presented. JOHNSON/SCOTT

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

11. BUSINESS ADMINISTRATION

11.2 Approval to Purchase 7 Passenger Van for Additional Adult Transition Class at Burroughs High School

Motion was made to approve entering into a purchase order as presented.
CASTILLO-COVERT/JOHNSON

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

11.3 Report to the Board: Status of Activities Associated with Resolution #3 1920, Declaring an Emergency under Public Contract Code Sections 22035 and 22050

Ms. Pam Smith, Assistant Superintendent of Business Services, updated the board on district activities associated with Resolution #3 1920. This item was presented for informational purposes only.

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 Special Meeting of the Board of Education

DATE OF MEETING: July 18, 2019
TIME OF MEETING: 6:45 p.m.
PLACE OF MEETING: District Office
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CLOSED SESSION

2.1 Negotiations Update

No action was taken.

3. ADJOURNMENT was at 7:03 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

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

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy and Administrative Regulation 6142.1, Sexual Health and HIV/AIDS Prevention Instruction

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

CURRENT CONSIDERATIONS: Board Policy (BP) and Administrative Regulation (AR) 6142.1, Sexual Health and HIV/AIDS Prevention Instruction, was last updated by Sierra Sands Unified School District in June 2016. The BP has been updated to more directly reflect the goals of the California Healthy Youth Act, incorporate the legal requirement for districts whose graduation requirements include completion of a health education course to include instruction on the affirmative consent standard, and reflect new law, Senate Bill (SB) 1104 which requires districts offering grades 6-12 to provide information on human trafficking prevention resources to parents/guardians by January 1, 2020. The policy also adds a timeline for notification to parents/guardians that they may request to excuse their child from comprehensive sexual health and HIV prevention education.

The AR has been updated to reflect new law, Assembly Bill (AB) 1861 which requires that comprehensive sexual health education include specified information regarding human trafficking, and new law AB 1868 which authorizes instruction regarding the potential risks and consequences of electronically sharing suggestive or sexually explicit materials. The update also reflects the requirement to provide periodic staff development regarding sexual abuse and human trafficking.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve revisions to BP and AR 6142.1, Sexual Health and HIV/AIDS Prevention Instruction, as presented.

Sexual Health And HIV/AIDS Prevention Instruction

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall ~~provide~~ **address the goals of** the California Healthy Youth Act **pursuant to** Education Code 51930-51939, **including providing** students with the knowledge and skills necessary to protect them from **risks presented by** sexually transmitted infections, ~~and~~ unintended pregnancy, **sexual harassment, sexual assault, sexual abuse,** and **human trafficking and** to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote **students'** understanding of sexuality as a normal part of human development and **their** development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, **gender identity, gender expression,** sexual orientation, relationships, marriage, and family.

- (cf. 5030 - Student Wellness)
- (cf. 5141.22 - Infectious Diseases)
- (cf. 5141.25 - Availability of Condoms)
- (cf. 5146 - Married/Pregnant/Parenting Students)
- (cf. 6142.8 - Comprehensive Health Education)

The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, ~~including~~ at least once in junior high or middle school and at least once in high school. (Education Code 51934)

- (cf. 6143 - Courses of Study)

The district's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

~~The district's curriculum shall support the purposes of as specified in be unbiased and inclusive of all students in the classroom, and be aligned with the state's content standards.~~

~~The Superintendent or designee may appoint a coordinator and an advisory committee regarding the district's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning.~~

Sexual Health And HIV/AIDS Prevention Instruction

~~implementing and evaluating the district's program. (cf. 1220—Citizen Advisory Committees)~~

The Superintendent or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Parent/Guardian Consent

~~Annually,~~ *At the beginning of each school year or at a time of a student's enrollment,* parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

(cf. 5022 - Student and Family Privacy Rights)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

49381 Human trafficking prevention resources

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

~~51225.356~~ 51225.356 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 **Test, questionnaire, survey, or examination** Materials containing questions about beliefs or practices

51930-51939 California Healthy Youth Act

51950 Abuse, sexual abuse, and human trafficking prevention education

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

Sexual Health And HIV/AIDS Prevention Instruction

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education *requirements and prohibited use of funds*

Management Resources:

~~CDE~~ CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten ~~through~~ Grade 12, 2003~~8~~

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

California Department of Education, Sex Education and HIV/AIDS/STD Instruction: <http://www.cde.ca.gov/ls/he/se/>

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

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Partnership to End Domestic Violence: <http://www.cpedv.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

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

Human Rights Campaign: <http://www.hrc.org/hrc-story/hrc-foundation>

U.S. Food and Drug Administration: <http://www.fda.gov>

Policy

adopted: ~~June 16, 2016~~ August 15, 2019

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

Sexual Health And HIV/AIDS Prevention Instruction

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social; and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

General Criteria for Instruction and Materials

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instruction and materials: (Education Code 51933)

1. Are age appropriate
2. Are ~~factually~~ and medically accurate and objective
3. ***Are Aligned*** with and support the following purposes as specified in Education Code 51930:
 - a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy

Sexual Health And HIV/AIDS Prevention Instruction

- b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family
 - c. To promote understanding of sexuality as a normal part of human development
 - d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
 - e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with English learners, students with disabilities, and students of all races, genders, sexual orientations, and ethnic and cultural backgrounds;

(cf. 6174 - Education for English Language Learners)

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats; and auxiliary aids

(cf. 6159 - Individualized Education Program)

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

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

(cf. 1312.3 - Uniform Complaint Procedures)

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes

Sexual Health And HIV/AIDS Prevention Instruction

10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so

11. Teach the value of and prepare students to have and maintain committed relationships such as marriage

12. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, *harassment*, and intimidation

(cf. 5145.3 - Nondiscrimination/Harassment)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including ~~negotiation~~ *communication* and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities

14. Do not teach or promote religious doctrine-

Components of Sexual Health and HIV Prevention Education

The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body

2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use

3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

Sexual Health And HIV/AIDS Prevention Instruction

(cf. 5141.25 - Availability of Condoms)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and that testing is the only way to know if one is HIV-positive.

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence
9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:
 - a. Parenting, adoption, and abortion
 - b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
 - c. The importance of prenatal care
10. Information about sexual harassment, sexual assault, *sexual* abuse, and ~~sex~~ *human* trafficking, *including:*

Sexual Health And HIV/AIDS Prevention Instruction

a. Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking

b. Information on how social media and mobile device applications are used for human trafficking

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each

The district's comprehensive sexual health education and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking web sites, computer networks, or other digital media. (Education Code 51934)

Professional Development

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51933, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 - Staff Development)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from the CDE or ~~federal~~ Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health.

Sexual Health And HIV/AIDS Prevention Instruction

(Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

Use of Consultants or Guest Speakers

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver, comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection
2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants **and**, if the district chooses to use outside consultants or

Sexual Health And HIV/AIDS Prevention Instruction

guest speakers *for this purpose, the following information:*

~~to hold an assembly with to deliver comprehensive sexual health or HIV prevention education, the notification shall include (Education Code 51938)~~

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. ~~(Education Code 51938)~~

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

- 1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education *as defined in Education Code 51931*

(cf. 6142.93 - Science Instruction)

- 2. Instruction, ~~or~~ materials, *presentations, or programming* that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and do not discuss human reproductive organs and their functions

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***

Joanna Galo
Speech Pathologist – SELPA
Effective 7-19-19

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Kyra Adkins
Science – Murray
Effective 8-7-19

Cheyenne Anderson
5th Grade – Pierce
Effective 8-7-19

Andrea Aragon
RSP – Gateway
Effective 8-7-19

Andrea Benson
Science - Murray
Effective 8-7-19

Joshua Benson
5th Grade – Gateway
Effective 8-7-19

April Bravo
Restaurant Careers – Burroughs
Effective 8-7-19

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Kayleigh Bray
SDC – Pierce
Effective 8-7-19

Brianna Carrillo
Spanish – Monroe/Murray
Effective 8-7-19

Paloma Clark
Math – Burroughs/Murray
Effective 8-7-19

Brian Cosner
RSP – Burroughs
Effective 8-7-19

Caroline Dallachie
RSP – Las Flores
Effective 8-7-19

Melinda Danhauser
Math – Burroughs
Effective 8-7-19

Jacqueline DeJong
RSP – Burroughs
Effective 8-7-19

Tatiana Edwards
SDC – Monroe
Effective 8-7-19

Blair Etoch
1st Grade – Gateway
Effective 8-7-19

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Lucy Gamboa
4th Grade – Gateway
Effective 8-7-19

David Gerber
English – Burroughs
Effective 8-7-19

Alexander Grogman
Social Science – Burroughs
Effective 8-7-19

Breanne Hadley
2nd Grade – Faller
Effective 8-7-19

Gary Hara
Counselor – Richmond
Effective 8-2-19

Patrece Henderson
Biology – Burroughs
Effective 8-7-19

Laura Herbert
Science – Monroe
Effective 8-7-19

Laura Hernandez-Garcia
Spanish – Burroughs
Effective 8-7-19

John Hill
4th Grade – Inyokern
Effective 8-7-19

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Alysha Jannot
Kindergarten – Pierce
Effective 8-7-19

Erin Jenne
Social Science – Monroe
Effective 8-7-19

Kelly Jeske
RSP – Richmond
Effective 8-7-19

Rocio Jimenez
Math – Monroe
Effective 8-7-19

Lindsay Johnson
SDC – Murray
Effective 8-7-19

Rubbie Joya
SDC – Monroe
Effective 8-7-19

Ryan Kaufman
PE – Burroughs
Effective 8-7-19

Emily Kuhlmann
Social Science - Monroe
Effective 8-7-19

Christopher Livingston
English – Monroe
Effective 8-7-19

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Carey Marvin
Transitional Kindergarten/Kindergarten Combination – Inyokern
Effective 8-7-19

Kaitlin Maynard
5th Grade – Las Flores
Effective 8-7-19

Aisha McKee
RSP – Murray
Effective 8-7-19

Katheleen McKinney
English – Murray
Effective 8-7-19

Gabriela Merrill
1st Grade – Pierce
Effective 8-7-19

John Mullet
Math/Elective – Murray
Effective 8-7-19

Tai Neely
SDC – Richmond
Effective 8-7-19

Jennifer Perry
SDC – Murray
Effective 8-7-19

Michael Prefontaine
Industrial Arts - Burroughs
Effective 8-7-19

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Michelle Rank
Math – Monroe
Effective 8-7-19

Elaine Rudis-Jackson
Preschool SDC – Gateway
Effective 8-7-19

Tamar Shorr
RSP – Burroughs
Effective 8-7-19

Hope Silva
1st Grade – Gateway
Effective 8-7-19

Madelyn Smith
3rd Grade – Faller
Effective 8-7-19

Adrianna Smith
Kindergarten/1st Grade – Inyokern
Effective 8-7-19

Andrew Soper
Math – Murray
Effective 8-7-19

Susan Spinks
SDC – Pierce
Effective 8-7-19

Timothy Stanton
SDC – Burroughs
Effective 8-7-19

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.13 EMPLOYMENT (continued)

Joshua Zeno
5th Grade – Pierce
Effective 8-7-19

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Yvonne Bartle
1 hr. Noon Duty – Gateway
Effective 7-30-19

Belinda Nunez Marquez
5 ½ hr. Paraprofessional I – Inyokern
Effective 7-30-19

8.22 LEAVE OF ABSENSE

8.23 EMPLOYMENT

Brittany Burns
5 ½ hr. Paraprofessional I – Pierce
Effective 8-13-19

Latrice Donerson
5 ½ hr. Paraprofessional I – Murray
Effective 8-13-19

Bonnie Graves
1 ½ hr. Noon Duty Supervisor – Faller
Effective 8-13-19

Diane Klein
2 hr. Food Service Asst. I – Burroughs
Effective 8-13-19

Courtney Lefler
3 hr. Food Service Asst. I – Vieweg
3 ½ hr. Food Service Asst. II – Vieweg
Effective 8-13-19

Robert Lefler
8 hr. Senior Skilled Craftsperson – Maintenance
Effective 7-29-19

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Leticia Miller
5 ½ hr. Paraprofessional I – Richmond
Effective 8-13-19

Andrea Miller
5 ½ hr. Paraprofessional I – Richmond
Effective 8-13-19

Kyla Shoaf
5 ½ hr. Paraprofessional I – Inyokern
And ½ hr. AM Noon Duty Supervisor – Inyokern
Effective 8-13-19

Hayden Sonnenberg
7 ¼ hr. Paraprofessional I – Pierce
Effective 8-13-19

Laura Vera
5 ½ hr. Paraprofessional I RSP – Richmond
Effective 8-13-19

Katherine Williard
2 ¾ hr. Paraprofessional – Gateway
Effective 8-13-19

Abageal Willis
5 ½ hr. Paraprofessional – Murray
Effective 8-13-19

Winter Wilson
5 ½ hr. Paraprofessional – Richmond
Effective 8-13-19

Tracie Wombold
5 ½ hr. Paraprofessional – Gateway
Effective 8-13-19

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Christopher Wood
8 hr. Skilled Craftsperson – Maintenance
Effective 8-13-19

8.24 CHANGE OF STATUS

Deana Anderson
From: 8 hr. Registrar I – PSS
To: 8 hr. PSS Administrative Secretary – PSS
Effective 7-1-19

Wendy Baudhuin
Added ½ hr. PM Paraprofessional II – Richmond
Effective 8-13-19

Cody Decker
From: 8 hr. Custodian – Richmond
To: 8 hr. Custodian – Gateway
Effective 8-5-19

Miguel Perez
From: 8 hr. Custodian - Gateway
To: 8 hr. Grounds Worker - Maintenance
Effective 7-1-19

Monique Winterly
From: 3 ½ hr. Food Service Assistant I – Faller
To: 5 ½ hr. Paraprofessional VocoVision – SELPA at Faller
Effective 8-13-19

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 Andrea Aragon, RSP – Gateway Elementary School
- Provisional Intern Permit – Single Subject English for Melanie Arrieta, English – Murray Middle School
- Provisional Intern Permit – Single Subject Foundational Level Science for Andrea Benson, Science – Murray Middle School
- Provisional Intern Permit – Multiple Subject for Joshua Benson, 5th Grade - Gateway Elementary School
- Short Term Staff Permit – Education Specialist Moderate/Severe for Alyssa Bloomberg, SDC Autism – Burroughs High School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Kayleigh Bray, SDC– Pierce Elementary School
- Provisional Intern Permit – Education Specialist Mild/Moderate for Bernadette Brunstedt, RSP – James Monroe Middle School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Brian Cosner, RSP – Burroughs High School

- Short Term Staff Permit – Education Specialist Moderate/Severe for Pamela Contreras, RSP - Burroughs High School
- Provisional Intern Permit – Education Specialist Mild/Moderate for Jacqueline De Jong, RSP – Burroughs High School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Tatiana Edwards, SDC– James Monroe Middle School
- Provisional Intern Permit for – Multiple Subject for Rachel Escobar, Transitional Kindergarten - Pierce Elementary School
- Provisional Intern Permit for – Multiple Subject for Blair Etoch, 1st Grade - Gateway Elementary School
- Provisional Intern Permit for – Multiple Subject for Lucy Gamboa, 4th Grade – Gateway Elementary School
- Provisional Intern Permit – Multiple Subject for Gabriela Garcia Robledo, 1st Grade – Pierce Elementary School
- Short Term Staff Permit – Single Subject Social Science for Amber Grainger, Social Science – Murray Middle School
- Variable Term Waiver – California Basic Skills Exam, Single Subject Program and English Learners Authorization for Spanish for Laura Hernandez Garcia, Spanish – Burroughs High School
- Short Term Staff Permit – Education Specialist Mild/Moderate for Kelly Jeske, RSP – Richmond Elementary School
- Provisional Intern Permit – Single Subject English for Christopher Livingston, English – James Monroe Middle School
- Provisional Intern Permit – Education Specialist Mild/Moderate for Kimberly Mark, SDC – Burroughs High School
- Provisional Intern Permit – Multiple Subject for Carey Marvin, Transitional Kindergarten – Inyokern Elementary School

- Provisional Intern Permit - Education Specialist Mild/Moderate for Aisha McKee, RSP – Murray Middle School
- Provisional Intern Permit – Single Subject English for Katheleen McKinney, English – Murray Middle School
- Short Term Staff Permit – Single Subject Physical Education for Laura Metcalf, PE – Burroughs High School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Tai Neely, SDC– Richmond Elementary School
- Short Term Staff Permit –Multiple Subject for Soledad Park, 5th Grade – Pierce Elementary School
- Variable Term Waiver – California Basic Skills Exam, Education Specialist Mild/Moderate Program and English Learners Authorization for Jennifer Perry, SDC– Murray Middle School
- Provisional Intern Permit - Education Specialist Mild/Moderate for Tracey Rowland, RSP – Inyokern Elementary School
- Provisional Intern Permit - Education Specialist Mild/Moderate and Early Childhood Special Education for Elaine Rudis-Jackson, Preschool SDC – Gateway Elementary School
- Provisional Intern Permit - Education Specialist Mild/Moderate for Tamar Shorr, RSP – Burroughs High School
- Provisional Intern Permit – Multiple Subject for Adrianna Smith, Kindergarten/1st Grade – Inyokern Elementary School
- Short Term Permit – Education Specialist Mild/Moderate Program for Timothy Stanton, SDC – Burroughs High School
- Short Term Staff Permit – Single Subject – Biology for Jessica Wilson, Biology - Burroughs High School
- Provisional Intern Permit - Education Specialist Mild/Moderate for Miranda Yard, SDC – Faller Elementary School

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the submission of request for a Variable Term Waiver, Provisional Intern Permit, or a Short Term Staff Permit in order that the above named individuals may be assigned in the designated positions for the 2019-20 school year.

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following gift has received: Mediacom Communications Corporation made a cash donation of \$2,000 to Gateway Elementary School to be used for miscellaneous classroom and office supplies.

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

SUPERINTENDENT'S RECOMMENDATION: Accept the gift as described and send appropriate letter of appreciation.

11. BUSINESS ADMINISTRATION

11.1 Report to the Board: Status of Activities Associated with Resolution #3 1920, Declaring an Emergency under Public Contract Code Sections 22035 and 22050

BACKGROUND INFORMATION: On July 11, 2019, the board approved Resolution #3 1920, Declaring an Emergency under Public Contract Code Section 22035 and 22050. This resolution allows the district to expedite procurement processes in order to make necessary repairs from a series of earthquakes that occurred in the district between July 4 and July 5, 2019. The purpose of this item is to keep the board, administration, staff, and community informed about the progress of activities associated with the emergency.

CURRENT CONSIDERATIONS: Recovery activities are underway at district facilities. Ms. Pamela Smith, Assistant Superintendent of Business and Support Services, will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

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

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in July 2019 are submitted for approval. “A” warrants totaled \$960,808.65. “B” warrants totaled \$1,093,822.96.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

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

This list represents the "A" and "B" warrants released during the month of JULY 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	\$226,261.29
End of month classified	\$331,066.81
10th of month certificated	\$256,487.80
10th of month classified	\$146,992.75
15th of month certificated	\$0.00
15th of month classified	\$0.00
Total "A" Warrants	\$960,808.65

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 1	\$ 57,646.04
Batch 3	\$ 5,117.13
Batch 4	\$ 90,884.44
Batch 5	\$ 65,470.44
Batch 6	\$ 4,152.67
Batch 7	\$ 104,799.50
Batch 8	\$ 1,650.00
Batch 9	\$ 249,132.58
Batch 10	\$ 149,423.32
Batch 11	\$ 2,227.97
Batch 12	\$ 79,699.09
Batch 13	\$ 9,908.94
Batch 14	\$ 273,710.84
Total "B" Warrants	\$ 1,093,822.96

12. CONSENT CALENDAR

12.2 Contracts with the Kern County Superintendent of Schools for Vision and Mobility, Deaf/Hard of Hearing and Audiological Services for Special Education Students

BACKGROUND INFORMATION: The Sierra Sands SELPA provides most of the required services to special education students within its boundaries, except deaf/hard of hearing and audiological services for students with hearing disabilities and mobility and visually impaired services for students with vision disabilities. Qualified professionals are not available within the Sierra Sands SELPA, so services are provided by Kern County Superintendent of Schools office.

CURRENT CONSIDERATIONS: In order to continue to provide the services for the 2019-20 school year, the current contract must be approved.

FINANCIAL IMPLICATIONS: The estimated cost of the services for the 2019-20 school year are \$80,000. The funding will be taken out of the SELPA budget. There will be no cost to the general fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the contract and expenses as written.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

SPECIAL EDUCATION SERVICES
(VISION AND MOBILITY AND ORIENTATION)

This Service Provider Agreement (Agreement) is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency (Contractor) and the SIERRA SANDS UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, as administrative agent for the Sierra Sands Special Education Local Plan Area (District).

RECITALS

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

A. District is in need of special education services consisting of vision and mobility and orientation services in order to provide services to its pupils with disabilities under applicable law. District does not employ qualified specialists in this area.

B. Contractor employs qualified Vision and Mobility and Orientation Specialists and is willing to provide their services to District on the terms contained in this Agreement.

C. This Agreement is intended to be the written agreement between the parties regarding to the services 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 the Agreement.

2. Term. The initial term of this Agreement shall be from 7/1/19 through 6/30/20. The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year up to a maximum of three years total; provided, however that any party may terminate the Agreement after the initial one-year term upon thirty days written notice.

3. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

DISTRICT
SIERRA SANDS UNIFIED SCHOOL DISTRICT

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By *Elaine Littleton*
Name: Elaine Littleton
Title: Executive Director
Address: 113 W. Felspar Ave.
Ridgecrest, CA 93555

By *Tina Foster*
Name: Tina Foster
Title: Chief Financial Operations Officer of Internal Business
Address: 1300 17th Street, Bakersfield, CA 93301
Acct. Code: 02-400-6500-0-8677.00-5001-0000-00-0000-000

Date: 8-2-19

Date: 7-3-19

ADDITIONAL PROVISIONS OF THIS AGREEMENT

4. Price. Contractor shall furnish the services called for under this Agreement in exchange for payment in the amount set forth in Attachment A. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than quarterly. The invoices shall provide detail concerning the date(s) of service, the nature of the service, and any mileage for travel to and from the site(s) where the services will be performed. Payment is due 30 days following the date of invoice.

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's 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 the 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 the other party by reason of any claim or demand discussed in this section, upon notice from 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's 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 a court of competent jurisdiction to be caused solely by the sole active negligence or by the 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 of insurance 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 insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability

insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of 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 party 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 a 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 liabilities or obligations under the indemnification provisions of this Agreement.

It is understood that each of the parties is self-insured as permitted by California law.

7. Status of Parties. The parties agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other. 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 means and methods for carrying out the work to achieve the result required by District. Contractor shall determine the hours during which the service shall be performed and the sequence of tasks. Nothing in this Agreement shall prohibit Contractor from taking on other jobs or performing services for other entities, so long as Contractor can perform the work necessary to carry out this Agreement.

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

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

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. As provided in section 2, after the initial one-year term.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules referred 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 or parties. 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 persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator 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. 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 services 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 set forth below, or at the most recent address specified by the addressee through written notice under this provision.

H. 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.

I. 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.

J. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of a party 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.

K. 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.

L. 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.

M. Confidentiality. Contractor shall at all times protect the confidentiality of all matters for which Contractor provides service or 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 such 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.

N. 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 convicted of a felony defined in Education Code section 45122.1. Contractor's

employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence.

ATTACHMENT A
SCOPE OF SERVICES AND PAYMENT
(Special Education Services – Vision and Mobility and Orientation)

1. Scope of Services.

Contractor shall make available the services of a qualified Vision Specialist and a qualified Mobility and Orientation Specialist during the term of this Agreement as required by District to serve to its students and students of school districts it serves. These services are of a highly specialized nature, and the necessary knowledge, experience and ability are currently not available through District's own employees. The services provided shall include, but are not limited to, the following:

- Providing vision/mobility and orientation services (as applicable), to students designated by District, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services;
- Participation in IEP meetings for the students served, drafting appropriate goals and objectives relating to vision/mobility and orientation services, as applicable, and implementation and monitoring of goals and objectives;
- Preparation of all customary documentation and reports required by District;
and
- Collaboration with teachers, administrators, and other persons providing services to the students served.

Contractor understands the importance and legal necessity for (1) the provision of services in accordance with any schedule or frequency contained in the provisions of the IEP, and (2) the presence of the vision and mobility and orientation specialists at IEP meetings for students for whom Contractor has provided services.

Contractor warrants that any personnel whose services it furnishes under this Agreement shall be properly licensed or credentialed in California to perform the applicable services in a school setting.

Requests from District for service will be made in writing to Contractor, with as much advance notice as possible. For fiscal year this Agreement is in effect, District shall provide Contractor with an estimate of the number of hours of vision and mobility and orientation services which it will require for the coming fiscal year.

If in the professional judgment of District's Administration, a specialist's assigned by Contractor is incompetent, negligent, has engaged in misconduct, or is unable to work on a collaborative basis with other personnel, District may require therapist to leave District's

premises, and shall inform Contractor of this action immediately. District's obligation to compensate Contractor for such specialist's services shall be limited to the services actually and properly performed by such therapist up to the time the specialist was directed to leave the premises.

While providing services at District, Contractor's specialists shall comply with all provisions of any applicable licensing or credentialing law or regulation under which he or she is qualified and with facility policies adopted by District to protect the health and welfare of students. District shall provide orientation for the specialists during which general policies and procedures as well as special requirements and procedures of District related to the rendering of the services in District's facilities will be explained.

2. Payment.

District shall pay Contractor for services rendered under this Agreement at the rate of \$570.77 per day for the Vision Specialist and Mobility and Orientation Specialist. A day shall be defined as at least seven hours of service per person, including travel to and from the site from Bakersfield. (Where less than seven hours' services are provided, District shall pay based on hours of service rendered including travel at the rate of \$76.10 per hour for vision and mobility and orientation services). In addition, District shall pay Contractor the sum of \$140.00 for each trip to District's site to cover mileage and travel expenses

Contractor reserves the right to increase the price for the services after the expiration of the initial term of the Agreement upon 30 days written notice to District; provided that District would have the right to terminate the Agreement on 30 days' written notice as provided in section 2.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

SPECIAL EDUCATION SERVICES
(VISION AND MOBILITY AND ORIENTATION)

This Service Provider Agreement (Agreement) is between THE KERN COUNTY SUPERINTENDENT OF SCHOOLS, a California public education agency (Contractor) and the SIERRA SANDS UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, as administrative agent for the Sierra Sands Special Education Local Plan Area (District).

RECITALS

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

A. District is in need of special education services consisting of vision and mobility and orientation services in order to provide services to its pupils with disabilities under applicable law. District does not employ qualified specialists in this area.

B. Contractor employs qualified Vision and Mobility and Orientation Specialists and is willing to provide their services to District on the terms contained in this Agreement.

C. This Agreement is intended to be the written agreement between the parties regarding to the services 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 the Agreement.

2. Term. The initial term of this Agreement shall be from 7/1/19 through 6/30/20. The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year up to a maximum of three years total; provided, however that any party may terminate the Agreement after the initial one-year term upon thirty days written notice.

3. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

DISTRICT
SIERRA SANDS UNIFIED SCHOOL DISTRICT

MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By *Elaine Littleton*
Name: Elaine Littleton
Title: Executive Director
Address: 113 W. Felspar Ave.
Ridgecrest, CA 93555

By *Tina Foster*
Name: Tina Foster
Title: Chief Financial Operations Officer of Internal Business
Address: 1300 17th Street, Bakersfield, CA 93301
Acct. Code: 02-400-6500-0-8677.00-5001-0000-00-0000-000

Date: 8-2-19

Date: 7-3-19

ADDITIONAL PROVISIONS OF THIS AGREEMENT

4. Price. Contractor shall furnish the services called for under this Agreement in exchange for payment in the amount set forth in Attachment A. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than quarterly. The invoices shall provide detail concerning the date(s) of service, the nature of the service, and any mileage for travel to and from the site(s) where the services will be performed. Payment is due 30 days following the date of invoice.

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's 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 the 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 the other party by reason of any claim or demand discussed in this section, upon notice from 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's 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 a court of competent jurisdiction to be caused solely by the sole active negligence or by the 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 of insurance 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 insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability

insurance for any auto with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of 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 party 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 a 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 liabilities or obligations under the indemnification provisions of this Agreement.

It is understood that each of the parties is self-insured as permitted by California law.

7. Status of Parties. The parties agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other. 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 means and methods for carrying out the work to achieve the result required by District. Contractor shall determine the hours during which the service shall be performed and the sequence of tasks. Nothing in this Agreement shall prohibit Contractor from taking on other jobs or performing services for other entities, so long as Contractor can perform the work necessary to carry out this Agreement.

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

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

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. As provided in section 2, after the initial one-year term.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules referred 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 or parties. 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 persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator 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. 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 services 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 set forth below, or at the most recent address specified by the addressee through written notice under this provision.

H. 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.

I. 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.

J. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of a party 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.

K. 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.

L. 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.

M. Confidentiality. Contractor shall at all times protect the confidentiality of all matters for which Contractor provides service or 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 such 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.

N. 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 a 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 convicted of a felony defined in Education Code section 45122.1. Contractor's

employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence.

ATTACHMENT A
SCOPE OF SERVICES AND PAYMENT
(Special Education Services – Vision and Mobility and Orientation)

1. Scope of Services.

Contractor shall make available the services of a qualified Vision Specialist and a qualified Mobility and Orientation Specialist during the term of this Agreement as required by District to serve to its students and students of school districts it serves. These services are of a highly specialized nature, and the necessary knowledge, experience and ability are currently not available through District's own employees. The services provided shall include, but are not limited to, the following:

- Providing vision/mobility and orientation services (as applicable), to students designated by District, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services;

- Participation in IEP meetings for the students served, drafting appropriate goals and objectives relating to vision/mobility and orientation services, as applicable, and implementation and monitoring of goals and objectives;

- Preparation of all customary documentation and reports required by District;

and

- Collaboration with teachers, administrators, and other persons providing services to the students served.

Contractor understands the importance and legal necessity for (1) the provision of services in accordance with any schedule or frequency contained in the provisions of the IEP, and (2) the presence of the vision and mobility and orientation specialists at IEP meetings for students for whom Contractor has provided services.

Contractor warrants that any personnel whose services it furnishes under this Agreement shall be properly licensed or credentialed in California to perform the applicable services in a school setting.

Requests from District for service will be made in writing to Contractor, with as much advance notice as possible. For fiscal year this Agreement is in effect, District shall provide Contractor with an estimate of the number of hours of vision and mobility and orientation services which it will require for the coming fiscal year.

If in the professional judgment of District's Administration, a specialist's assigned by Contractor is incompetent, negligent, has engaged in misconduct, or is unable to work on a collaborative basis with other personnel, District may require therapist to leave District's

premises, and shall inform Contractor of this action immediately. District's obligation to compensate Contractor for such specialist's services shall be limited to the services actually and properly performed by such therapist up to the time the specialist was directed to leave the premises.

While providing services at District, Contractor's specialists shall comply with all provisions of any applicable licensing or credentialing law or regulation under which he or she is qualified and with facility policies adopted by District to protect the health and welfare of students. District shall provide orientation for the specialists during which general policies and procedures as well as special requirements and procedures of District related to the rendering of the services in District's facilities will be explained.

2. Payment.

District shall pay Contractor for services rendered under this Agreement at the rate of \$570.77 per day for the Vision Specialist and Mobility and Orientation Specialist. A day shall be defined as at least seven hours of service per person, including travel to and from the site from Bakersfield. (Where less than seven hours' services are provided, District shall pay based on hours of service rendered including travel at the rate of \$76.10 per hour for vision and mobility and orientation services). In addition, District shall pay Contractor the sum of \$140.00 for each trip to District's site to cover mileage and travel expenses

Contractor reserves the right to increase the price for the services after the expiration of the initial term of the Agreement upon 30 days written notice to District; provided that District would have the right to terminate the Agreement on 30 days' written notice as provided in section 2.

12. CONSENT CALENDAR

12.3 Ratification of Contract with Ridgecrest Regional Hospital for Services to Sierra Sands
Special Education

BACKGROUND INFORMATION: The U.S. Department of Education 2005 regulations implementing IDEA states: "...to the maximum extent appropriate, children with disabilities including children in public or private institutions or care facilities, are educated with children who are *nondisabled*; and special classes, separate schooling or other removal of children with disabilities from regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." This regulation requires Local Education Agencies (LEA) to consider what support would be necessary for a student to be successful in a general education classroom.

CURRENT CONSIDERATIONS: Services from a medical professional (LVN) are required in order to maintain the health and safety of one student currently enrolled in Sierra Sands, as documented in the student's Individualized Education Plan (IEP). This student requires constant monitoring of his potentially life-threatening disability. District nurses cannot provide constant supervision and services to him, while still meeting the needs of students at other schools. Services from a medical professional will allow the district to provide instruction for this student in the least restrictive environment, as required by federal and state law, and ensures the physical safety of this student with exceptional medical needs while at school. Ridgecrest Regional Hospital has agreed to contract with Sierra Sands to provide a LVN for this purpose.

FINANCIAL IMPLICATIONS: The contract with Ridgecrest Regional Hospital is in the amount of \$35,978.00 to provide Health and Nursing Services for a Sierra Sands student for the 2019-20 school year. Payment for the nursing services will be taken from the Medi-Cal budget, which is an appropriate expenditure for this money. Services are to be provided only on days when school is in service and/or the student is in attendance at school.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board ratify the contract with Ridgecrest Regional Hospital as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
CONTRACTOR SERVICE AGREEMENT

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 contracting for the services of an LVN as a one-on-one medical aide assigned to a Sierra Sands student.
- 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 August 13, 2019 and end on May 28, 2020.
- 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) **\$27,57 per hour for 7.25 hrs. daily**
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 \$. 35,978.00

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

RIDGECREST REGIONAL HOSPITAL

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By _____
Authorized Signatory Name:
Title:
Address:

Date: _____

By _____
Signatory Name: Pamela Smith
Title: Assistant Superintendent of Business
Address: 113 Felspar, Ridgecrest, CA 93555
Account Code:
Date: _____

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 health supervision for a Special Needs student who has a medical condition that requires constant monitoring.
- Providing breathing treatment at the beginning of the school day
- Providing breathing treatment at lunch time.
- Administration of emergency medication and treatment if necessary.

12. CONSENT CALENDAR

12.4 Agreement with the City of Ridgecrest for Onsite Police Services for the 2019-20 School Year

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

CURRENT CONSIDERATIONS: The School Resource Officer (SRO) program has proven itself to be an important part of the commitment of the Sierra Sands Unified School District and the City of Ridgecrest to keep campuses safe for district students. A grant enabled the district to add a second SRO in the 2014-15 school year. The SRO's works closely with the administration at all of our schools in providing law enforcement, proactive measures for student safety, student counseling, and law-related education. Continuation of this agreement will ensure that the collaboration between the Ridgecrest Police Department and the district and the positive interaction between the students of Sierra Sands Unified School District and law enforcement will be maintained. This partnership enables the district to meet state and federal mandates for community partnerships in maintaining safe and drug-free communities. Although grant monies have expired, through the LCAP Leadership Committee, there is broad stakeholder agreement and support for continuing to partner with the Ridgecrest Police Department in assigning two SRO's for duty in the 2019-20 school year. The enclosed contract agreement provides a 50/50 funding model between the RPD and SSUSD.

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

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the agreement with the City of Ridgecrest to provide onsite police services for the 2019-20 school year as presented.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter referred to as "CITY," and the Sierra Sands Unified School District, a public entity, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 38000(a) of the California Education Code, and DISTRICT wishes to acquire the services of two sworn peace officers, and

WHEREAS, CITY, through the Ridgecrest Police Department, hereinafter referred to as "RPD," is willing to provide the service of two sworn peace officers.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of two sworn peace officers to serve the DISTRICT at the primary and secondary schools within the Ridgecrest city limits, specifically Gateway School, Faller School, Las Flores School, Pierce School, Monroe Middle School, Murray Middle School, Mesquite High School, and Burroughs High School.
2. CITY shall supervise the officers through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officers and to interface with such officers in accordance with a joint operating protocol developed between RPD and DISTRICT.

The responsibilities of the SRO's shall include, but not be limited to:

- a. Handling requests for calls for service in and around schools
- b. Conducting comprehensive safety and security assessments
- c. Developing and implementing safety plans or strategies
- d. Responding to unauthorized persons on school property
- e. Serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws
- f. Serving as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations)
- g. Building relationships with juvenile justice counselors to help connect youth with needed services
- h. Developing and expanding crime prevention efforts for students

4. At all times during the term of this AGREEMENT, the officers shall be employees of the CITY, under supervision and control of CITY, and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officers.
5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officers. For purpose of this AGREEMENT, actual cost shall be defined as officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, and overtime.
6. THIS AGREEMENT shall be effective September 1, 2019, and remain in full force and effect for a 12-month period ending August 31, 2020. Either party may terminate this AGREEMENT prior to August 31, 2020 by giving ninety (90) days' notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

City Manager
City of Ridgecrest
100 W. California Avenue, Ridgecrest, CA 93555


Notice to DISTRICT shall be in writing, and mailed or delivered to:

Superintendent
Sierra Sands Unified School District
113 Felspar
Ridgecrest, CA 93555


7. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.
8. In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

9. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST



Peggy Breeden, Mayor



Ronald Strand, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Kurt Rockwell, Board President

Dr. Dave Ostash, Superintendent