

**AGENDA FOR THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION
July 10, 2012
6:00 pm
Loyalton Middle School, Loyalton, California**

This meeting will NOT be available for videoconferencing.

Any individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.

Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at the Sierra County Board of Education, 305 S. Lincoln Street, Sierraville, CA 96126 and, when feasible, attached to the County's online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5)

A. CALL TO ORDER

B. ROLL CALL

C. FLAG SALUTE

D. APPROVAL OF THE AGENDA

E. INFORMATION/DISCUSSION ITEMS

1. Correspondence
2. Superintendent's Report
 - a. Community Recognition – Jesse Whitley
 - b. Student Attendance Review Board 2011-12 Summary(*under separate cover)
 - c. Secure Rural Schools
 - d. Approved and Signed by the County Superintendent:
 - i. Resolution No. 12-001, Health and Welfare Retired Board Member Benefit**
 - ii. Resolution No. 12-002, Implement Internal Revenue Code (IRC) Section 125 Health Savings Account Plan (HSA)**
 - iii. Memorandum of Understanding /Node Site Agreement with K-12 High Speed Network, Imperial County Office of Education**
3. Business Report
 - a. Board Report-Expenditures by Object 07/01/11 to 6/30/12**
4. Staff Reports (5 minutes)
5. SPTA Report (5 minutes)
6. Board Members' Report (5 minutes)
7. Public Comment – This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter. (Education Code 35145.5; Bylaw 9322; Government Code 54954.3)

F. CONSENT CALENDAR

1. Approval of minutes of the Regular Board meeting held June 12, 2012**
2. Approval of bill warrants for month of June 2012**
3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending June 30, 2012. It is required per Education Code 35186 section (d) that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the quarter ending June 30, 2012. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the 2011-2012 school year.


G. ACTION ITEMS

None

H. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on August 14, 2012, at Downieville School, Downieville, California, at 6:00 pm.
2. Suggested Agenda Items
 - a. Completion of Bargaining, 2012-13 school year, SPTA
 - b. _____
 - c. _____

I. ADJOURNMENT


Stanford J. Hardeman, Superintendent

- *** prior month handout
- ** enclosed
- * handout

RESOLUTION NO. 12-001

Health and Welfare Retired Board Member Benefit

WHEREAS, the Sierra County Board of Education members may elect to participate in employer sponsored group health insurance at the same contribution rate as benefited other classes of eligible employees;

WHEREAS, the participating Sierra County Board of Education members enrolled in the group health insurance plan, pay all premiums above the monthly employer contribution;

WHEREAS, the Sierra County Superintendent of Schools hereby authorizes to extend employer sponsored group health, dental and vision insurance benefits (excluding life insurance) to Sierra County Board of Education retired members, their spouses and eligible dependents, effective July 1, 2012;

WHEREAS, retired Board members who have completed two (2) or more consecutive full terms of office shall be eligible for coverage, at no expense to Sierra County Office of Education under this plan provided the retired Board member was covered under the employer sponsored group insurance plan on the date immediately prior to retirement from the Board;

WHEREAS, continued health insurance coverage through the Sierra County Office of Education shall be made available to a retired Board member's spouse and dependents upon the Board member's death at their own expense;

WHEREAS, all premium payments are due in full no later than the 5th of the month for coverage that month and will be considered delinquent after the 5th;

WHEREAS, should the health insurance payments become delinquent for two (2) consecutive months, coverage will be cancelled and reinstatement will not be allowed;

WHEREAS, retired Board members are not eligible for COBRA benefits;

WHEREAS, eligibility in the health insurance plan may continue up to the age of which a retired Board member becomes eligible for Medicare as long as retiree is enrolled in Medicare Part A and Part B at which time Medicare becomes the primary insurer.

NOW IT THEREFORE BE RESOLVED, that the Sierra County Superintendent of Schools approves the participation of qualified retired Board members in the health insurance plan offered to other employee groups on a tiered rate structure at their own expense for the full insurance premium.

Signed and approved by me after its passage.



Dated: 7/2/2012

Stanford J. Hardeman
Sierra County Superintendent of Schools

SIERRA-COUNTY OFFICE OF EDUCATION (SCOE)

RESOLUTION No. 12-002

Implement Internal Revenue Code (IRC) Section 125 Health Savings Account Plan (HSA)

WHEREAS, an Internal Revenue Code (IRC) Section 125 flexible benefit plan allows individuals to set aside money for out-of-pocket medical expenses tax-free in a Health Savings Account (HSA) when coordinated with a High Deductible Health Plan;

WHEREAS, the Sierra County Superintendent of Schools has negotiated for the implementation of an IRC Section 125 Health Savings Account Plan, effective July 1, 2012;

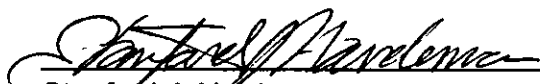
WHEREAS, the Plan administrator will receive enrollment election forms June 2012 and July 2012;

WHEREAS, all initial and monthly administrator costs, if any, charged by the administrator of the Plan, will be the responsibility of the employee;

WHEREAS, the Plan will provide the opportunity for SCOE employees to maximize their health care benefits dollars with HSA contributions up to the maximum allowed by law;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Sierra County Superintendent of Schools shall implement an IRC Section 125 Health Savings Account Plan for eligible employees and has chosen American Fidelity Assurance Company (AFAC) to administer the Plan.

Signed and approved by me after its passage.



Stanford J. Hardeman
Sierra County Superintendent of Schools

Dated: 7/2/2012



Memorandum of Understanding Node Site Agreement

Parties: The parties to the Node Site Agreement are the K-12 High Speed Network (K12HSN), the Imperial County Office of Education (ICOE) serving as the lead and fiscal agent for the K12HSN, and the Local Education Agency (LEA) that desires to serve as a Node Site for the K12HSN.

Herein, **Sierra County Office of Education, West** (Node Site) chooses to serve as a Node Site for the K12HSN and agrees to the following terms, conditions, and provisions related to such service.

Length of Agreement: The term of this Memorandum of Understanding (MOU) is the fiscal year, July 1, 2012 to June 30, 2013, or if executed later than July 1, 2012, from the date of execution to June 30, 2013. If either party intends not to renew, notice shall be delivered in writing by either party to the other at least one hundred twenty (120) days prior to the anniversary date.

Purpose: The role of a Node Site is strategic and critical to the success of the K12HSN and the services provided to schools, districts and county offices of education throughout California. This agreement stipulates the responsibilities of all parties related to the service and support of the LEA's status as Node Site for the K12HSN.

Node Sites have been established by the K12HSN to provide the most efficient and cost effective connections to the high-speed, high-bandwidth Network serving California's K-12 community. This Network is referred to as the California Research and Education Network (CalREN) and is managed by the Corporation for Education Network Initiatives in California (CENIC) under contract by the K12HSN. The first goal of the program is to manage and support a network infrastructure that adequately serves K-12 needs today, tomorrow and into the future. In light of its obligation to the entire K-12 community, terms and conditions for Node Site service delivery have been established.

Terms and Conditions:

- A. **Node Site Status** - Subject to the terms and conditions contained herein, K12HSN hereby grants Node Site status to said educational entity as of the Commencement Date, as defined herein, allowing K12HSN and/or its subcontractor to install, operate, and maintain certain communications equipment in the Node Site's facilities (hereinafter referred to as Equipment Location).
- B. **Termination** - Either party shall have the right to terminate this agreement after providing not less than, one hundred twenty (120) calendar days' advance notice to the other party. In the event of termination, both parties agree to coordinate closely on any network changes in order to minimize service disruption to connected entities.
- C. **Connection Policies** - Node Site agrees to permit all districts or schools within its Node Service Area requesting access to the CalREN network, who are otherwise eligible as determined by the K12HSN Connectivity Policies, access to the Network.

**Memorandum of Understanding
Node Site Agreement**

- D. Policies may be found online at <http://www.k12hsn.org/network/policies/> and **should be reviewed by Node Site before execution of this agreement**. If changes to these policies are implemented mid-year, they will be communicated in writing to the Node Site.
- E. **Node Service Areas** - The Node Service Area is assumed to be the county boundaries when there is a single K12HSN Node Site within a county. In the event of multiple Node Sites within a county, the Node Service Area for a particular Node Site is assumed to include those entities which are geographically closest to the respective Node Site.

However, any eligible entity as defined in the K12HSN Connectivity Policies may connect to any Node Site provided there is mutual agreement between the Node Site, the entity, and the K12HSN. This provision is intended to seek the most cost-effective method of providing connectivity for eligible entities when considering issues such as LATA boundaries, equipment capacity, etc.

- F. **Access to Equipment Location** - Node Site agrees to permit K12HSN and/or its subcontractor access to the Equipment Location and equipment provided without unreasonable limitation.
- G. **Relocation of Node Site** - In the event a Node Site finds it necessary to change its physical location, the Node Site will cooperate with K12HSN and its subcontractor in providing the best possible notice of the anticipated move to K12HSN. In no event shall notice be less than ninety (90) calendar days. Node Site equipment will be relocated to a new mutually acceptable equipment location at Node Site's expense. Expenses related to the move of circuits will be paid by K12HSN. The new equipment location shall be substituted for the Equipment Location under this Agreement.
- H. **Data Collection** - When requested by K12HSN, Node Site agrees to complete periodic network-related data collection instruments or surveys in a timely manner. Additionally, Node Site agrees to assist with the completion of connectivity data in *DataLINK* for entities within its Service Area as changes or made, or at least annually.
- I. **Participation in Statewide E-rate Efforts** - The Node Site agrees to join the CENIC statewide E-rate Consortium which files for discounts on the circuits serving Node Sites, and agrees to submit the required Letter of Agency when requested. Node Site also agrees to encourage districts within its Service Area to join the statewide E-rate consortium.
- J. **Use of Equipment** - Equipment provided to the Node Site for service as a Node Site shall not be used for any purposes other than those required or authorized by K12HSN. Node Site will comply with any requests by K12HSN that are necessary to enable K12HSN to properly respond to any audit requirements related to an inventory of assets.
- K. **Remote Technical Assistance** - Node Site agrees to provide technical personnel support capable of providing remote assistance for node site equipment as directed by the K12HSN and/or its subcontractors.
- L. **Notice of Outages** - Node Site agrees to notify the CENIC Network Operations Center (NOC) four (4) business days in advance of any planned power or other outages for the Equipment Location. Node Site agrees to notify the CENIC NOC immediately of any unplanned outages as soon as the Node Site is aware of the outage.

**Memorandum of Understanding
Node Site Agreement**

- M. **Designated Contacts** - Node Site agrees to provide both K12HSN and the CENIC NOC with the Name, Title, Phone, and Email of all current designated points of contact for the Node Site. This shall include, at minimum, an Administrative and Technical contact that shall serve as the official contacts for the site. As staffing changes occur, the Node Site shall update both K12HSN and the CENIC NOC of those changes.
- N. **Duty to Provide Connection to CalREN** - Node Site agrees to provide a basic connection and adequate support for eligible entities electing to connect to CalREN through the Node Site.

A basic connection is defined as one which passes data packets from the eligible entity's network to the CalREN network.

- O. **Fees Charged by Node Site for Basic Connection** - Any fees charged for basic connections to CalREN through the Node Site shall not exceed necessary and actual costs incurred for the establishment and support of such connections. Node Site shall report to K12HSN any fees charged to eligible entities for such a connection within ten (10) days of execution of this agreement. These fees shall be developed with input from eligible entities within the Node service area.

K12HSN shall review these fees as they compare to other cost models in place throughout the state. In cases where a Node Site is unable to provide a basic connection at a rate comparable to other Nodes, the K12HSN will work with the Node Site to investigate alternative models. Additionally, K12HSN may elect in these cases to provide an alternate connection to eligible entities seeking a basic CalREN connection.

- P. **Additional Services Provided by Node Site** - In addition to a basic connection, the Node Site may provide additional services above and beyond those necessary to support an eligible entity's basic connection to CalREN. These value-added services are outside the scope of this agreement, and shall be clearly defined as separate from the basic connection.
- Q. **Node Sites Providing Service as E-Rate Service Providers** - Node Sites who maintain a valid Service Provider Identification Number (SPIN) in the Federal E-Rate Program and bid services to eligible entities in their respective service area may be granted a waiver from **Term O** above, as they may be unable to separate the cost of a basic connection from other bundled services. This waiver shall not be unreasonably denied.

These Node Sites, in electing to act as Service Providers and having requested such waiver, will have assumed the responsibility of maintaining a competitive advantage in providing service to eligible entities in their Service Area. Any eligible entity electing a provider other than the Node Site will be eligible and actively pursued by K12HSN to connect to CalREN according to the Alternate Connection policy, or in the least cost manner available.

- R. **Changes to Entities Served** - Node Site agrees to notify K12HSN and update *DataLINK* when new eligible entities are connected to the Network.

In any instance that the Node Site learns that a connected entity is considering

**Memorandum of Understanding
Node Site Agreement**

disconnecting from the Node Site, the Node Site shall have the affirmative duty to attempt to retain the role of service provider to the entity. The Node Site also has a duty to inform K12HSN staff of such development in a timely manner. If the Node Site is unable to retain the eligible entity as a connected entity, the K12HSN program may offer the entity an alternate connection to the Network via program equipment located at any Node Site.

- S. **Internet Access** - Node Site agrees that in no case shall charges be assessed to any public school for Internet usage that is paid for by K12HSN.
- T. **Single Point of Contact for Connected Entities** - Node Site agrees to be a single point of contact for entities connecting to CalREN through the Node Site and will not publish or share direct contact information for the CENIC NOC. Node Sites are encouraged to share K12HSN information regarding services and support provided by the program.
- U. **Content Hosting** - Node Site agrees to notify K12HSN prior to any significant changes in hosting of content or applications at the Node Site that may impact the bandwidth needs of the site. This notice is intended to ensure that K12HSN has an adequate opportunity to conduct planning and support to meet the needs of the Node Site.
- V. **Promotion and Awareness of the K12HSN** - Node Site agrees to actively communicate the existence, advantages, and procedures of the K12HSN to all public school districts within their Service Area.

In exchange for service as a Node Site for the K12HSN, the Node Site shall be provided the services/benefits listed below.

- A. K12HSN will provide Node Site with the necessary equipment to offer service and connection to CalREN. Equipment will be managed and maintained by CENIC, under contract with K12HSN.
- B. K12HSN will provide a leased circuit(s) or other physical connection(s) to connect the Node Site to the appropriate CalREN hub or other Node Site location(s). To the extent possible, these connections will be adequately sized to provide necessary bandwidth to serve the needs of the Node Site and all connected entities.
- C. Node Site shall receive the benefit of network support from the CENIC Network Operations Center (NOC) staffed on a 24 hours per day, 7 days per week basis. Service levels of the NOC are documented at:
<http://www.cenic.net/operations/policies/>
These policies should be reviewed by Node Site before execution of this agreement.
- D. Node Site shall receive video (H.323) support and services directly from the K12HSN. K12HSN shall also provide direct access to online network performance data and other related services.

Miscellaneous Provisions:

- 1. **Entire Agreement** - This MOU and the attached policies constitute the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the MOU. It supersedes all prior and contemporaneous understandings or

Memorandum of Understanding
Node Site Agreement

agreements by the parties. No party has been induced to enter the MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in the MOU.

2. **Revenue Neutral** - The provisions of the MOU do not anticipate any exchange of funds between the parties and the MOU is intended to be revenue neutral with respect to both parties. More specifically, K12HSN will meet its fiscal commitments related to this MOU from funds provided by the State of California specifically appropriated for the connectivity program. If said funds are not provided, obligations created by the MOU are null and void. Similarly, initial expenses incurred or de minimis on-going expenses incurred as a result of serving as a Node Site are considered to be a fair exchange for the costs and expenses borne by the K12HSN program and Node Site will make no attempt to recover those costs from K12HSN.
3. **Amendment** - The provisions of the MOU 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.
4. **Waiver** - Any of the terms or conditions of the MOU 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 the MOU.
5. **Assignment** - Neither party may assign any rights or benefits or delegate any duties under the MOU without the written consent of the other party. Said consent will not be unreasonably withheld. Any purported assignment without written consent shall be void.
6. **Parties in Interest** - Nothing in the MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of the MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in the MOU intended to relieve or discharge the obligation or liability of any third person to any party to the MOU, nor shall any provision give any third person any right of subrogation or action against any party to the MOU.
7. **Severability** - If any provision of the MOU is held by a court or arbitrator to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
8. **Notices** - Any notice under the MOU shall be in writing and shall be deemed to have been duly given on the third business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses provided below, 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 accomplished by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

**Memorandum of Understanding
Node Site Agreement**

All notices to be given by either party hereunder shall be to the following addresses:

If to Node Site LEA:

**Sierra County Office of Education, West
P.O Box 157, 305 South Lincoln St.
Sierraville, CA 96126**

If to K12HSN:

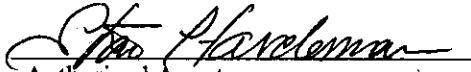
**K12HSN – Node MOU
Imperial County Office of Education
1398 Sperber Road
El Centro, CA 92243**

If to CENIC:

Notifications directly to CENIC pursuant to this agreement shall be to the CENIC Network Operations Center (NOC) via email (noc@cenic.org) or phone (714-220-3494).

As a duly authorized agent and on behalf of Sierra County Office of Education, West (Node Site), I acknowledge my understanding and agreement to provide the services described herein.

NODE SITE:


Authorized Agent
Stan Hardeman
**Sierra County Office of Education,
West**

Date: 7/8/2012

K12HSN:

Authorized Agent
Luis Wong
California K-12 High Speed Network

Date: _____

| Balances through June | | | | | | Fiscal Year 2011/12 |
|---------------------------|--------------------------------|-------------------|-------------------|------------|-------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - Gen Fund | | | | | | |
| 1100 | Teachers Salaries | 211,852.00 | 205,167.00 | | 205,299.44 | 132.44- |
| 1120 | Certificated Substitutes | | | | 5,540.00 | 5,540.00- |
| 1200 | Certificated Pupil Support Ser | 71,063.00 | 58,857.00 | | 58,857.20 | .20- |
| 1300 | Certificated Supervisor Admini | 40,428.00 | 45,796.00 | | 45,795.90 | .10 |
| | Total for Object 1000 | 323,343.00 | 309,820.00 | .00 | 315,492.54 | 5,672.54- |
| 2100 | Instructional Aides' Salaries | 100,148.00 | 100,713.00 | | 100,688.73 | 24.27 |
| 2120 | Classified Substitutes | | | | 1,303.80 | 1,303.80- |
| 2200 | Classified Support Salaries | 4,888.00 | 9,888.00 | | 5,537.63 | 4,350.37 |
| 2300 | Classified Supervisors' Admini | 96,038.00 | 96,353.00 | | 95,751.00 | 602.00 |
| 2400 | Clerical Technical Office Staf | 107,771.00 | 113,456.00 | | 114,897.14 | 1,441.14- |
| 2900 | Other Classified Salaries | 6,144.00 | 6,946.00 | | 4,930.00 | 2,016.00 |
| | Total for Object 2000 | 314,989.00 | 327,356.00 | .00 | 323,108.30 | 4,247.70 |
| 3101 | STRS Certificated Positions | 26,733.00 | 25,734.00 | | 25,631.31 | 102.69 |
| 3102 | STRS Classified Positions | 300.00 | 300.00 | | 424.33 | 124.33- |
| 3201 | PERS Certificated Positions | 143.00 | | | 207.54 | 207.54- |
| 3202 | PERS Classified Positions | 44,369.00 | 44,068.00 | | 44,319.95 | 251.95- |
| 3301 | OASDI Certificated Positions | 187.00 | | | 164.93 | 164.93- |
| 3302 | OASDI Classified Positions | 18,614.00 | 18,702.00 | | 18,949.68 | 247.68- |
| 3311 | Medicare Certificated Position | 4,636.00 | 4,562.00 | | 4,737.54 | 175.54- |
| 3312 | Medicare Classified Positions | 4,716.00 | 4,435.00 | | 4,509.46 | 74.46- |
| 3401 | Health & Welfare Benefits Cert | 76,725.00 | 73,095.00 | | 73,094.56 | .44 |
| 3402 | Health & Welfare Benefits Clas | 83,711.00 | 83,581.00 | | 83,711.56 | 130.56- |
| 3501 | SUI Certificated | 5,154.00 | 5,147.00 | | 5,341.14 | 194.14- |
| 3502 | SUI Classified | 5,347.00 | 5,105.00 | | 5,112.77 | 7.77- |
| 3601 | Workers' Compensation Certific | 8,966.00 | 8,887.00 | | 9,052.01 | 165.01- |
| 3602 | Workers' Compensation Classifi | 8,368.00 | 8,928.00 | | 9,080.42 | 152.42- |
| 3701 | OPEB, Allocated Certificated | 21,054.00 | 27,731.00 | | 16,265.79 | 11,465.21 |
| 3801 | PERS Reduction Recapture | 48.00 | | | 39.84 | 39.84- |
| 3802 | PERS Reduction Recapture | 5,855.00 | 5,681.00 | | 5,658.28 | 22.72 |
| | Total for Object 3000 | 314,926.00 | 315,956.00 | .00 | 306,301.11 | 9,654.89 |
| 4100 | Approved Textbooks Core Curric | 313.00 | 638.00 | | 1,018.55 | 380.55- |
| 4200 | Library and Reference Material | 1,613.00 | 4,563.00 | | 5,250.00 | 687.00- |
| 4300 | Materials and Supplies | 15,757.00 | 16,463.00 | 732.99 | 6,332.33 | 9,397.68 |
| 4320 | Custodial Supplies | 1,600.00 | 1,600.00 | | 550.91 | 1,049.09 |
| 4330 | Office Supplies | 6,000.00 | 6,000.00 | | 701.83 | 5,298.17 |
| 4350 | Vehicle Upkeep | 7,000.00 | 7,000.00 | 214.24 | 975.57 | 5,810.19 |

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2012, Period = 12, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Fund = 01, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

ESCAPE ONLINE

| Balances through June | | | | | | Fiscal Year 2011/12 |
|---------------------------------------|--|---------------------|---------------------|-------------------|---------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - Gen Fund (continued) | | | | | | |
| 4399 | Mat & Sup Undesignated Bal | | 7,840.00 | | | 7,840.00 |
| 4400 | Noncapitalized Equipment | 8,940.00 | 8,940.00 | | 1,849.20 | 7,090.80 |
| | Total for Object 4000 | 41,223.00 | 53,044.00 | 947.23 | 16,678.39 | 35,418.38 |
| 5100 | Subagreements for Services | 50,000.00 | 50,000.00 | | | 50,000.00 |
| 5200 | Travel and Conference | 26,774.00 | 28,634.00 | 713.03 | 20,658.48 | 7,262.49 |
| 5300 | Dues and Membership | 16,321.00 | 16,321.00 | | 9,138.93 | 7,182.07 |
| 5400 | Insurance | 10,702.00 | 10,702.00 | | 8,968.00 | 1,734.00 |
| 5500 | Operation Housekeeping Service | 10,000.00 | 10,000.00 | 132.93 | 6,183.73 | 3,683.34 |
| 5600 | Rentals, Leases, Repairs, Nonc | 8,603.00 | 8,103.00 | 186.12 | 498.91 | 7,417.97 |
| 5800 | Professional Consulting | 6,000.00 | 6,000.00 | 2,500.00 | 7,600.00 | 4,100.00 |
| 5801 | Legal Services | 40,386.00 | 31,093.00 | | 192.75 | 30,900.25 |
| 5803 | Legal Publications | 500.00 | 500.00 | | 50.00 | 550.00 |
| 5805 | Personnel Expense | 700.00 | 700.00 | | 374.00 | 326.00 |
| 5806 | Negotiations | 2,000.00 | 2,000.00 | | | 2,000.00 |
| 5808 | Other Services & Fees | 1,500.00 | 1,500.00 | 133.11 | 1,126.89 | 240.00 |
| 5810 | Contracted Services | 247,903.00 | 273,351.00 | 42,847.17 | 179,686.38 | 50,817.45 |
| 5899 | SPJUSD to Reimburse | | | 558.35 | 1,504.90 | 2,063.25 |
| 5900 | Communications | 4,000.00 | 4,000.00 | | 997.65 | 3,002.35 |
| | Total for Object 5000 | 425,389.00 | 442,904.00 | 47,070.71 | 236,880.62 | 158,952.67 |
| 6400 | Equipment | | 34,728.00 | | 28,941.31 | 5,786.69 |
| 7110 | County Tuition Inter Dist Agre | 105,780.00 | 139,705.00 | 145,000.00 | 4,855.71 | 439.29 |
| 7141 | Tuition, excess cost etc betwe | 139,780.00 | 96,511.00 | 31,398.78 | 46,973.22 | 18,139.00 |
| 7310 | Direct Support/Indirect Costs | | | | | .00 |
| | Total for Object 7000 | 245,560.00 | 236,216.00 | 176,398.78 | 42,117.51 | 17,699.71 |
| | Total for Expense accounts | 1,665,430.00 | 1,720,024.00 | 224,416.72 | 1,269,519.78 | 226,087.50 |
| | Total for Org 001, Fund 01 and Expense accounts | 1,665,430.00 | 1,720,024.00 | 224,416.72 | 1,269,519.78 | 226,087.50 |

MINUTES FOR THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION
June 12, 2012
6:00 pm
Downieville School, Downieville, California

This meeting was available for videoconferencing at Loyalton Middle School, Room 4, Loyalton, CA

A. CALL TO ORDER

B. ROLL CALL

PRESENT: Mr. Allen Wright, President
Ms. Sharon Dryden, Vice President
Mr. Mike Moore, Member
Mr. Todd York, Member

ABSENT: Mr. Jeff Bosworth, Clerk

VACANT: None

STAFF: Mr. Stan Hardeman, Superintendent
Ms. Rose Asquith, Business Manager
Ms. Hannah Tomatis, Administrative Assistant
Ms. Marla Stock, Site Administrator
Ms. Derek Cooper, Site Administrator
Ms. Marlene Mongolo/SELPA Director

C. FLAG SALUTE

D. APPROVAL OF THE AGENDA
F3a – pulled from Consent Calendar for discussion.
Items Jj and Jm to be pulled from the agenda.
MSCU/YORK/MOORE

E. INFORMATION/DISCUSSION ITEMS

1. Correspondence
2. Superintendent's Report
 - a. Employee Recognition – Cathy Stewart
 - b. Secure Rural Schools-on June 8, 2012, regional council communities conference reps from Washington, California and Oregon met regarding the current status of the one year reauthorization and the possibility of gaining forest receipts. An email from Mark Kelley is attached. Senators Feinstein and Reed support the reauthorization bill. Boehner encouraged the group via telephone. An economic impact meeting is requested with the Superintendent.

Sierra County Board of Education
Regular Meeting MINUTES
June 12, 2012

3. Business Report
 - a. Board Report-Expenditures by Object 07/01/11 to 5/31/12
4. Staff Reports (5 minutes)

Marlene Mongolo – The Special Ed Self Review is complete and accurate and now closed with no corrective actions.
5. SPTA Report
6. Board Members' Report

Health Benefits for Retired Board Members – DRYDEN requested research regarding former board members participating in health benefits if the member paid their own premiums.
7. Public Comment – This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter. (Education Code [35145.5](#); Bylaw 9322; Government Code [54954.3](#))
 - a. Current location – Is it true that Downieville School isn't keeping a math and science teacher? The math/science position will not be filled with a new teacher. Current staff will cover needs.
 - b. Videoconference location – No comment

F. CONSENT CALENDAR – MSCU/YORK/ MOORE

1. Approval of minutes of the Regular Board meeting held May 8, 2012**
2. Approval of bill warrants for month of May 2012**
3. BOARD POLICIES AND ADMINISTRATIVE REGULATIONS, Items a through l:
 - a. ~~Approval of Board Policy 0410, Nondiscrimination in District Programs and Activities, PULLED FOR DISCUSSION~~
 - b. Approval of Board Policy 1250, Visitors/Outsiders
 - c. Approval of Board Policy 1312.3, Uniform Complaint Procedures
 - d. Approval of Administrative Regulation 1312.3, Uniform Complaint Procedures
 - e. Approval of Administrative Regulation 3515.2, Disruptions
 - f. Approval of Board Policy 4030, Nondiscrimination in Employment
 - g. Approval of Board Policy 5131, Conduct
 - h. Approval of Board Policy 5131.2, Bullying
 - i. Approval of Board Policy 5144.1, Suspension and Expulsion/Due Process
 - j. Approval of Administrative Regulation 5144.1, Suspension and Expulsion/Due Process

- k. Approval of Administrative Regulation 5144.2, Suspension and Expulsion/Due Process, Students with Disabilities
- l. Approval of Exhibit 5145.6, Parental Notifications

ITEM PULLED FOR DISCUSSION:

- a. Approval of Board Policy 0410, Nondiscrimination in District Programs and Activities
It was moved and seconded (MOORE/YORK) that paragraph four be removed.
Motion Passed Unanimously.

G. ACTION ITEMS

1. New Business

- a. Presentation of the Sierra-Plumas Classified Employees' Associations' 2012-2013 initial response to Employer's initial collective bargaining unit proposal
- b. Public Hearing to receive public comment on the Sierra-Plumas Classified Employee Associations' initial response to the Employer's 2012-2013 initial collective bargaining unit proposal was held at 6:27 pm. There was no comment.
- c. Presentation of the Confidential Employees initial response to the Employer's 2012-2013 initial proposal for salary, benefits and bargaining offers
- d. Public Hearing to receive public comment on the Confidential Employees' initial response to the Employers' 2012-2013 initial proposal for salary, benefits and bargaining offers was held at 6:28 pm. There was no comment.
- e. Presentation of the Administrative Employees response to the Employer's 2012-2013 initial proposal for salary, benefits and bargaining offers
- f. Public Hearing to receive public comment from Administrative Employees on the Employer's initial proposal for 2012-2013 salary, benefits and bargaining offers was held at 6:29 pm. There was no comment.

H. PUBLIC COMMENT FOR CLOSED SESSION ITEMS - 6:30 pm

The meeting opened for any public comments regarding the following Closed Session items:

- 1. Government Code §54957.6, Labor Negotiations, Sierra-Plumas Classified Employees' Association's initial response to Employer's 2012-2013 initial collective bargaining unit proposal
- 2. Government Code §54957.6, Labor Negotiations, Sierra-Plumas Confidential Employees' initial response to Employer's 2012-2013 initial bargaining unit proposal
- 3. Government Code §54957.6, Labor Negotiations, Sierra-Plumas Administrative Employees initial response to Employer's 2012-2013 bargaining unit proposal

There was no public comment.

I. CLOSE PUBLIC COMMENT / ADJOURN TO CLOSED SESSION

The Board of Trustees moved into Closed Session to consider and/or take action upon the preceding items.

ADJOURN CLOSED SESSION / RETURN TO OPEN SESSION

REPORT OUT - 6:55 pm

The board accepts the latest proposals from Classified and Administrative and Confidential Employees. Vote to follow under New Business.

J. NEW BUSINESS, CONTINUED

MOORE motioned to approve items g, h and i. YORK seconded. Motion Passed Unanimously.

g. Approval of Completion of Bargaining, 2012-2013 school year, Sierra-Plumas Classified Employees' Association

h. Approval of Completion of Bargaining, 2012-2013 school year, Confidential Employees

i. Approval of Completion of Bargaining, 2012-2013 school year, Administrative Employees

~~j. Approval of Completion of Bargaining, 2012-2013 school year, Sierra-Plumas Teachers' Association**~~

k. Public Hearing for California Department of Education Certification of the Sierra County SELPA Annual Service Plan was held at 6:57 pm.
There was no comment.

l. Adoption of the Sierra County SELPA Annual Service Plan
MSCU/YORK/DRYDEN

~~m. Approval of Resolution No. 11-010, Fiscal Year End 2011-2012 Budget Revision~~

n. Public Hearing to receive comments regarding the 2012-2013 Sierra County Office of Education proposed budget, pursuant to Ed Code §42103, 42122, 42123 and 42127 was held at 7:00 pm.
There was no comment.

o. Adoption of 2012-2013 Budget and Criteria & Standards Report
MSCU/DRYDEN/YORK

p. Approval of Board Bylaw 9250, Remuneration, Reimbursement and Other Benefits
MSCU/MOORE/YORK

Sierra County Board of Education
Regular Meeting MINUTES
June 12, 2012

q. Approval of Board Bylaw 9323, Meeting Conduct

YORK/DRYDEN

YORK motioned to DELETE paragraph on page 1 indicating a seven-member board (our board consists of five members) and to amend the policy to have midnight reflect the latest hour for a board meeting to end. DRYDEN seconded.

YORK/DRYDEN withdrew their motion.

Dryden suggested for the policy to allow a 10 pm ending time with extensions of the meeting lasting no later than 12 am, and the paragraph regarding a seven-member board removed.

YORK motioned as stated by DRYDEN. MOORE seconded. Motion Passed Unanimously.

K. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on July 10, 2012, at Loyalton Middle School, Room 4, Loyalton, California, at 6:00 pm.
2. Suggested Agenda Items
 - a. Secure Rural Schools

L. ADJOURNMENT

The meeting adjourned at 7:20 pm.
MSCU/YORK/MOORE

Sharon Dryden, Vice-President

Stanford J. Hardeman, Superintendent

- *** prior month handout
- ** enclosed
- * handout

Checks Dated 06/01/2012 through 06/29/2012

| Check Number | Check Date | Pay to the Order of | Fund Object | Expensed Amount | Check Amount |
|--------------|------------|------------------------------------|-------------------------------|-----------------|------------------|
| 00013484 | 06/06/2012 | HEIDI BETHKE | 01-5200 | | 39.41 |
| 00013485 | 06/06/2012 | LENNIE GARCIA | 01-5200 | | 11.00 |
| 00013486 | 06/06/2012 | STAN HARDEMAN | 01-5200 | | 273.25 |
| 00013487 | 06/06/2012 | INSTITUTE FOR EDUCATIONAL DEV | 01-5200 | | 219.00 |
| 00013488 | 06/06/2012 | BARBARA MCKURTIS | 01-5810 | | 3,600.00 |
| 00013489 | 06/06/2012 | U.S. BANK | 01-5899 | | 48.70 |
| 00013490 | 06/06/2012 | VOYAGER | 01-4350 | 201.36 | |
| | | | 01-5200 | 72.40 | 273.76 |
| 00013491 | 06/20/2012 | GE MONEY BANK/AMAZON | 01-4300 | 72.11 | |
| | | | Unpaid Sales Tax | 4.87- | 67.24 |
| 00013492 | 06/20/2012 | ROSE ASQUITH | 01-5200 | 50.28 | |
| | | | 01-5899 | 150.86 | 201.14 |
| 00013493 | 06/20/2012 | HEIDI BETHKE | 01-4300 | | 22.22 |
| 00013494 | 06/20/2012 | CALIFORNIA LEAGUE OF SCHOOLS | 01-5200 | | 269.00 |
| 00013495 | 06/20/2012 | SHARON DRYDEN | 01-5200 | | 27.75 |
| 00013496 | 06/20/2012 | LIBERTY ENERGY | 01-5500 | | 128.73 |
| 00013497 | 06/20/2012 | LOYALTON HIGH SCHOOL FFA | 01-5200 | | 298.00 |
| 00013498 | 06/20/2012 | HILLARY LOZANO | 01-5200 | | 88.80 |
| 00013499 | 06/20/2012 | BARBARA MCKURTIS | 01-5810 | | 2,000.00 |
| 00013500 | 06/20/2012 | MIKE MOORE | 01-5200 | | 27.75 |
| 00013501 | 06/20/2012 | SIERRA VALLEY HOME CENTER | 01-4300 | | 256.15 |
| 00013502 | 06/20/2012 | TRI COUNTY SCHOOLS INSURANCE GROUP | 01-9535 | 3,229.00 | |
| | | | 76-9576 | 13,689.00 | 16,918.00 |
| 00013503 | 06/20/2012 | ALLEN WRIGHT | 01-5200 | | 6.66 |
| | | | Total Number of Checks | 20 | 24,776.56 |

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|----------------------------|-------------|------------------|
| 01 | County School Service Fund | 20 | 11,092.43 |
| 76 | Payroll Clearing | 1 | 13,689.00 |
| Total Number of Checks | | 20 | 24,781.43 |
| Less Unpaid Sales Tax Liability | | | 4.87- |
| Net (Check Amount) | | | 24,776.56 |

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 1