AGENDA FOR THE MEETING OF THE GOVERNING BOARD OF
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
July 10, 2012
Immediately following the 6:00 pm meeting of the Sierra County Board of Education
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 Sierra-Plumas Joint Unified School District, 305 S. Lincoln Street, Sierraville, CA 96126 and, when feasible, attached to the District's online agenda at http://www.sierracountyofficeofeducation.org (Government Code 54957.5)

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. INFORMATION/DISCUSSION ITEMS

1. Correspondence

2. Superintendent's Report

   a. State Budget
   b. Facilities
   c. Inter-District Attendance Agreements as follows: (*under separate cover)

New/Renewal	School Year:	Grade Entering	District of Residence	Receiving District
New	2012-13	8	Sierra	Plumas
New	2012-13	10	Sierra	Plumas

3. Business Report
   a. Board Report-Expenditures by Object 07/01/11 to 6/30/12**
   b. Tenth Month Enrollments for the 2011-2012 School Year**

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)

E. CONSENT CALENDAR

1. Approval of the minutes of the Regular Board meeting held June 12, 2012**
2. Approval of the minutes of the Special Board meeting held July 2, 2012**
3. Approval of the bill warrants for the month of June 2012**
4. Approval to submit the 2011-12 Con App Certification of Assurances**
5. Staffing:
   a. Katie Campbell, 2012-2013 Loyalton High School Athletic Director
6. 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-Plumas Joint Unified School District 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-Plumas Joint Unified School District during the 2011-2012 school year.*

F. ACTION ITEMS

1. New Business

   a. Acceptance, with regret, letter of retirement from Becky Yegge, Loyalton Elementary School Secretary, effective October 31, 2012

   b. Acceptance, with regret, letter of retirement from Josephine Haydn, Loyalton High School Secretary, effective October 31, 2012

   c. Authorization to fill 1.0 FTE School Secretary position, Loyalton Elementary School

   d. Authorization to fill 1.0 FTE School Secretary position, Loyalton High School

   e. Authorization to fill .25 FTE Temporary Music Teacher position for 2012-2013 school year, serving Loyalton High School; funded by $7,000 grant from Sierra Schools Foundation

   f. Authorization to fill .25 FTE Instructional Aide position (1.5 hours daily), Downieville Jr/Sr High School, effective August 27, 2012; funded by Title 1

   g. Authorization to fill .33 FTE Instructional Aide position (2 hours daily), Loyalton Middle School, effective August 27, 2012; funded by Title1

   h. Adoption of Resolution No. 12-002, Implement Section 125 Health Savings Account Plan**

   i. Discussion and possible approval Resolution 12-003, Board Members Health and Welfare Benefits/Tiered Rate Structure*

   j. Approval of Notice of Authorization of a Schoolwide Program**

k. Approval of Con App and Reporting System (CARS) 2012-13 Application of Funding**

l. Authorization for Superintendent to go out to bid for a lease-lease back contractor for Loyalton High School roof project**

m. Authorization for Superintendent to enter into an agreement with School Innovations & Advocacy for the 2012-2013 school year**

n. Authorization for Superintendent to enter into an agreement with Absolute Communication Solutions**

o. Authorization for Superintendent to enter into an agreement with Lozano Smith, not to exceed $1500**

G. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on Tuesday, August 14, 2012, at Downieville School, Downieville, California, following the 6:00 pm meeting of the Sierra County Board of Education.

2. Suggested Agenda items

   a. _____

H. ADJOURNMENT

Stanford J. Hardeman, Superintendent

**enclosed
*handout
^^County agenda backup

Balances through June **Fiscal Year 2011/12**

Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund **01 - General FD**						
1100	Teachers Salaries	1,403,475.00	1,408,934.00		1,398,166.14	10,767.86
1120	Certificated Substitutes	40,368.00	19,340.00		32,340.00	13,000.00-
1200	Certificated Pupil Support Sal	9,916.00	2,699.00		2,698.92	.08
1300	Certificated Superv/Admin Sala	277,032.00	303,685.00		303,685.11	.11-
1310	Teacher In Charge/Head Teacher	8,000.00	8,000.00		8,000.00	.00
1900	Other Certificated Salaries	20,566.00	8,323.00		8,323.81	.81-
	Total for Object 1000	**1,759,357.00**	**1,750,981.00**	**.00**	**1,753,213.98**	**2,232.98-**
2100	Instructional Aides Salaries	163,208.00	187,113.00		145,964.17	41,148.83
2200	Classified Support Salaries	306,706.00	322,062.00		313,664.33	8,397.67
2300	Classified Sup/Admin Salaries	2,700.00	2,250.00		1,845.00	405.00
2400	Clerical & Office Salaries	264,564.00	266,493.00		263,235.73	3,257.27
2900	Other Classified Salaries	23,290.00	21,962.00		22,129.61	167.61-
	Total for Object 2000	**760,468.00**	**799,880.00**	**.00**	**746,838.84**	**53,041.16**
3101	State Teachers Retirement Syst	139,072.00	135,598.00		136,226.83	628.83-
3102	State Teachers Retirement Syst	825.00	825.00			825.00
3201	Public Employees Retirement Sy	4,989.00	5,117.00		5,152.66	35.66-
3202	Public Employees Retirement Sy	64,605.00	68,570.00		68,079.77	490.23
3212	Pers Pickup-Classified Employe	12,375.00	12,413.00		12,476.52	63.52-
3311	OASDI-Certificated Positions	2,981.00	4,515.00		3,625.48	889.52
3312	OASDI-Classified Positions	44,331.00	46,733.00		46,282.08	450.92
3321	Medicare-Certificated Position	23,769.00	23,649.00		24,500.76	851.76-
3322	Medicare-Classified Positions	12,245.00	11,091.00		10,836.63	254.37
3401	Health & Welfare -Certificated	400,677.00	398,371.00		396,066.29	2,304.71
3402	Health & Welfare-Classified Po	179,872.00	179,872.00		179,873.60	1.60-
3501	State Unemployment Insurance-C	28,325.00	28,304.00		30,552.59	2,248.59-
3502	State Unemployement Insurance-	13,747.00	12,475.00		12,723.63	248.63-
3601	Workers' Compensation Insuranc	82,530.00	92,133.00		92,925.76	792.76-
3602	Workers' Compensation Insuranc	40,747.00	41,427.00		40,713.11	713.89
3701	Retiree Benefits Cert.	114,613.00	133,125.00		76,612.15	56,512.85
3801	PERS Reduction-Certificated	958.00	983.00		989.15	6.15-
3802	PERS Reduction-Classified	12,301.00	13,973.00		13,087.57	885.43
3901	Other Benefits, Certificated P		399.00		278.32	120.68
	Total for Object 3000	**1,178,962.00**	**1,209,573.00**	**.00**	**1,151,002.90**	**58,570.10**
4100	Textbooks	10,900.00	8,800.00		13,764.36	4,964.36-
4200	Books Other Than Textbooks	12,624.00	18,620.00		15,903.83	2,716.17
4300	Materials and Supplies	119,878.00	137,115.00	9,110.46	128,985.54	981.00-

Selection Filtered by User Permissions, (Org = 6, 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 Digits = 1, Page Break? = N)

Balances through June **Fiscal Year 2011/12**

Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund **01 - General FD**	**(continued)**					
4350	Vehicle Maint. M&S	6,500.00	6,500.00	1,480.46	2,464.04	2,555.50
4399	M&S Misc -undesignated	657.00	657.00			657.00
4400	Non-Capital Equipment (Up to $	19,723.00	33,332.00		17,898.12	15,433.88
	Total for Object 4000	**170,282.00**	**205,024.00**	**10,590.92**	**179,015.89**	**15,417.19**
5100	Subagreement for Services	592,804.00	581,654.00	1,345.64	616,508.80	36,200.44-
5200	Travel & Conferences	36,811.00	34,048.00	2,703.65	32,727.49	1,383.14-
5203	Mileage paid to employee	1,200.00	1,200.00		.69	1,199.31
5300	Dues & Membership	11,775.00	8,886.00	50.00	6,588.24	2,247.76
5400	Insurance-Fire, liability, etc	57,000.00	51,300.00		51,271.76	28.24
5510	Power	122,044.00	122,044.00	36,587.74	71,294.44	14,161.82
5520	Garbage	14,710.00	27,450.00	630.00	7,185.05	19,634.95
5530	Water	64,800.00	64,800.00	4,808.67	55,585.53	4,405.80
5540	Propane	97,200.00	97,200.00	37,595.47	50,554.78	9,049.75
5590	Miscellaneous Utilities	15,500.00	15,500.00	2,088.37	12,911.63	500.00
5600	Rentals, Leases & Repairs	53,165.00	49,830.00	7,329.09	22,373.51	20,127.40
5800	Services & Operating Expense	54,800.00	54,935.00	150.00	5,972.53	48,812.47
5810	Legal Expenses	21,723.00	21,723.00	17,409.50	590.50	3,723.00
5812	Board Election Expense	3,550.00	3,550.00			3,550.00
5813	Bond Election Expense	20,000.00				.00
5840	Audit Expense	12,000.00	12,000.00	4,000.00	7,500.00	500.00
5860	Solid Waste Tax	15,613.00	15,613.00		10,671.72	4,941.28
5870	Property Tax - Plioicene Mobil	328.00	328.00			328.00
5890	Miscellaneous Contracts/Servic	427,656.00	361,145.00	87,721.34	260,539.82	12,883.84
5899	SCOE Interagency Reimburse			3,036.40	4,049.06	7,085.46-
5900	Communications	6,671.00	6,671.00		3,443.75	3,227.25
5910	Telephone-Monthly Service	18,052.00	21,852.00	11,314.59	12,542.69	2,005.28-
5920	T Lines	6,400.00	6,400.00	242.34	454.55	5,703.11
5990	Other Communications	225.00	225.00		192.75	32.25
	Total for Object 5000	**1,654,027.00**	**1,558,354.00**	**217,012.80**	**1,232,959.29**	**108,381.91**
6200	BUILDING & IMPROVEMENT OF BUIL	89,000.00	93,000.00	4,847.11	25,270.50	62,882.39
6400	Equipment	11,000.00	47,000.00		30,293.49	16,706.51
	Total for Object 6000	**100,000.00**	**140,000.00**	**4,847.11**	**55,563.99**	**79,588.90**
7142	Other Tuition, Excess Cost, an	26,500.00				.00
7310	Direct Support/Indirect Costs					.00
7613	Transfer to State Sch Bldg Fun		149,657.00		92,387.01	57,269.99
7616	Trans fr Gen Fund to Cafeteria	126,238.00	83,394.00		63,437.14	19,956.86

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Balances through June **Fiscal Year 2011/12**

Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund **01 - General FD (continued)**						
	Total for Object 7000	152,738.00	233,051.00	.00	155,824.15	77,226.85
	Total for Expense accounts	5,775,834.00	5,896,863.00	232,450.83	5,274,419.04	389,993.13
	Total for Org 006, Fund 01 and Expense accounts	5,775,834.00	5,896,863.00	232,450.83	5,274,419.04	389,993.13

ENROLLMENT BY SCHOOL MONTH
2011-2012

		Loyalton Elementary	Loyalton Middle	Loyalton High	Downieville Elementary	Downieville Jr/Sr High	Sierra Pass Cont	ISP	TOTAL
Ending 2010-2011		172	52	114	26	34	4	2	404
1st Day 2011-2012		184	52	117	30	29	1	0	**413**
2011 CBEDS		176	49	112	27	27	0	0	391
	Month								
September	1	183	53	115	29	29	2	4	415
October	2	181	54	113	30	30	1	6	415
November	3	179	54	111	30	27	4	5	410
December	4	180	56	112	30	26	5	3	412
January	5	181	55	113	29	26	5	5	414
February	6	176	56	108	29	26	5	6	406
March	7	173	55	107	29	25	6	4	399
April	8	176	55	106	29	25	5	3	399
May	9	172	53	103	29	24	6	4	391
June	10	172	53	105	29	24	6	3	**392**

	S-PJUSD	SDC	Opportunity	Washoe Cnty
P-1 ADA	389.34	0	1.90	16.18
P-2 ADA	382.81	0	2.21	14.55
Annual ADA	380.57	0	2.14	15.38

Enrollment difference from June 2011 to tenth month ending June 8, 2012: **-12**

2010-2011 P1 ADA = 399.10
2010-2011 P2 ADA= 393.83
2010-2011 Annual ADA = 389.45

doc/Attendance 2011-2012/Board Summary 2011-2012

MINUTES FOR THE MEETING OF THE GOVERNING BOARD OF
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
June 12, 2012
Immediately following the 6:00 pm meeting of the Sierra County Board of Education
Downieville School, Downieville, California

This meeting will be available for videoconferencing at Loyalton, CA
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A. CALL TO ORDER 7:20

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
Mr. Derek Cooper, Site Administrator
Ms. Marlene Mongolo/SELPA Director

C. APPROVAL OF AGENDA ITEM
E3a – pulled from Consent Calendar for discussion.
Items Jj and Jw to be pulled from the agenda.
Closed Session Two will be in open session.

D. INFORMATION/DISCUSSION ITEMS

1. Correspondence

2. Superintendent's Report
   a. Graduation
   b. Downieville Community Forum was well attended; those present requested a full time administrator. The Lead Teacher and full time secretary are meeting the school's needs. Special Ed/Speech and Language and the school psychologist make frequent and consistent visits. Sharon DRYDEN also attended and remarked that the community is favorable of Mr. Cooper and his job performance and the Superintendent's as well.
   c. Assembly Bill 1448 – This is the transportation bill. It has been reviewed by committee and is in the process of a second revision by the Budget Committee.
   d. Hardship Application - The District's Financial Hardship Appeal has been accepted and Mr. Hardeman will be asked to make a presentation to the OPSC within 90 days. The OPSC has inquired, through other districts, to determine if we need DSA approval from the FHAPP. OPSC has

agreed to give conceptual approval of the District's application upon full apportionment. DSA will require plans and an amended conceptual project.

e. California State Budget is due June 30. We do not anticipate major revisions to our budget for the 2012-13 year. Should we not get the tax initiative, we will get trigger cuts to $441 per student (ADA).

3. Business Report
There were no comments on the Board Report-Expenditures by Object 07/01/11 to 5/31/12 or the Ninth Month Enrollments for the 2011-2012 School Year.

4. Staff Reports (5 minutes)
Activity Reports received from:
Marla Stock, Site Administrator, Loyalton High School and
Derek Cooper, Site Administrator for Downieville School, Loyalton Elementary and Middle School

Rose Asquith gave a report on the School Closure Advisory Committee that met on May 23, 2012. The committee will begin researching other schools that have combined, i.e., Portola, Westwood and Herlong. The next meeting is July 25, 2012.

Rose also expressed "Thank You" to Sue Roberts for all her work with the bargaining units regarding negotiations.

5. SPTA Report (5 minutes)

6. Board Members' Report (5 minutes)
WRIGHT attended graduation in Downieville. There were four seniors.
DRYDEN attended the Sierra Pass graduation. She also mentioned that the Senior Projects were successful.
MOORE attended Sierra Pass and LHS graduations.
Thank you to Janet McHenry, Suzi Pangman and Lynn Fillo for their organization of the graduation ceremonies.

7. Public Comment –Opened at 7:37 pm
   a. Current location
   b. Videoconference location

   There was no public comment at either location.

E. CONSENT CALENDAR

1. Approval of the minutes of the Regular Board meeting held May 8, 2012
2. Approval of the bill warrants for the 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, revision~~ pulled for discussion

   b. Approval of Board Policy 1250, Visitors/Outsiders, revision

   c. Approval of Board Policy 1312.3, Uniform Complaint Procedures, revision

d. Approval of Administrative Regulation 1312.3, Uniform Complaint Procedures, revision

e. Approval of Administrative Regulation 3515.2, Disruptions, revision

f. Approval of Board Policy 4030, Nondiscrimination in Employment, revision

g. Approval of Board Policy 5131, Conduct, revision

h. Approval of Board Policy 5131.2, Bullying, new

i. Approval of Board Policy 5144.1, Suspension and Expulsion/Due Process, revision

j. Approval of Administrative Regulation 514 4.1, Suspension and Expulsion/Due Process, revision

k. Approval of Administrative Regulation 5144.2, Suspension and Expulsion/Due Process, Students with Disabilities, revision

l. Approval of Exhibit 5145.6 Parental Notifications, revision

ITEM PULLED FOR DISCUSSION:

Approval of Board Policy 0410, Nondiscrimination in District Programs and Activities, revision
MSCU/DRYDEN/WRIGHT

F. 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. The 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 7:38 pm. There was no public comment.

c. Presentation of the Confidential Employees initial response to the Employer's 2012-2013 initial proposal

d. The public hearing to receive public comment on the Confidential Employees' initial response to the Employers' 2012-2013 initial proposal was held at 7:38 pm. There was no public comment.

e. Presentation of the Administrative Employees response to the Employer's 2012-2013 initial proposal

f. The public hearing to receive public comment from Administrative Employees on the Employer's initial proposal for 2012-2013 was held at 7:39 pm. There was no comment.

(NEW BUSINESS CONTINUED AFTER CLOSED SESSION ONE)

G. PUBLIC COMMENT FOR CLOSED SESSION ITEMS- SESSION ONE - 7:39 pm

Due to discussion completed in Sierra County meeting approved as presented, closed session was not necessary.
MSCU/YORK/WRIGHT

At this time, we open the meeting 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

~~H. CLOSE PUBLIC COMMENT / ADJOURN TO CLOSED SESSION~~

~~Open Session is now closed. The Board of Trustees will now move into Closed Session to consider and/or take action upon the preceding items.~~

~~I. ADJOURN CLOSED SESSION / RETURN TO OPEN SESSION~~

~~REPORT OUT~~

J. NEW BUSINESS, CONTINUED

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
MSCU/DRYDEN/YORK

k. Authorization to fill Sierra-Plumas Teachers' Association 2012-2013 Extra Duty Assignment, WASC Maintenance Year, applicable to Downieville High and Loyalton High schools, $500 Stipend
MSCU/ALLEN/YORK

l. Appointment of personnel to fill 2012-2013 Extra Duty Assignments
MSCU/WRIGHT/YORK

m. Approval of Technology Director Salary Schedule (no change from Technology Coordinator Salary Schedule)
MSCU/WRIGHT/YORK

n. Approval of re-classification of K-8 Administrator Salary Schedule to 9-12 High School Administrator Salary Schedule
WRIGHT motioned to remain on the current salary schedule and to increase the calendar year to 217 days. YORK seconded.
Motion Passed Unanimously

o. Approval of Board Bylaw 9250, Remuneration, Reimbursement and Other Benefits, revision
MSCU/YORK/WRIGHT

p. Adoption of Resolution No. 11-022, Health and Welfare Retired Board Member Benefit
MSCU/WRIGHT/YORK
ROLL CALL VOTE:

DRYDEN:	AYE
MOORE:	AYE
WRIGHT:	AYE
YORK:	AYE

q. Approval of Board Bylaw 9323, Meeting Conduct
MSCU/WRIGHT motioned to approve Board Bylaw 9323 with the exact changes approved at the Sierra County Board of Education meeting on this date. YORK seconded.
Motion Passed Unanimously

r. Approval and acceptance of Katie Campbell (upon official hire) and Jason Perry as 2012-2013 designated California Interscholastic Federation representatives for the league
MSCU/WRIGHT/YORK

s. Expulsion Plan Review: Approval of Sierra-Plumas Joint Unified School District Expulsion Plan
MSCU/YORK/DRYDEN

t. Authorization for Superintendent to enter into an agreement between Sierra-Plumas Joint Unified School District and School Services of California, Inc., for the fiscal year 2012-2013
MSCU/WRIGHT/DRYDEN

u. Authorization for Superintendent to enter into a contract with Richard Gonzalez & Associates, Inc.
MSCU/YORK/WRIGHT

v. Authorization for Superintendent to enter into an agreement with Steve Alfred, land surveyor, for completion of survey project for the former Loyalton Intermediate School, 605 School Street, Loyalton CA.
MSCU/WRIGHT/YORK

~~w. Approval of Resolution No. 11- 023, Fiscal Year End 2011-2012 Budget Revision~~

x. The Public Hearing to receive comments regarding the 2012-2013 Sierra-Plumas Joint Unified School District proposed budget, pursuant to Ed Code §42103, 42122, 42123 and 42127 was held at 8:08 pm. There was no comment

y. Adoption of 2012-2013 Budget and Criteria & Standards Report
MSCU/YORK/WRIGHT

Comment from R. Asquith: We will eventually be considered qualified in 2014-15 and will not be able to meet our reserves after 2012-13.

(NEW BUSINESS TO BE CONTINUED AFTER Item K)
YORK motioned to move Item K from closed to open. WRIGHT seconded. Motion Passed Unanimously.

K. PUBLIC COMMENT FOR CLOSED SESSION ITEMS – SESSION TWO

At this time, we open the meeting for any public comments regarding the following Closed Session item:

1. Government Code § 54954.5, Discussion on Anticipated Litigation (One Case) Regarding the Restroom Project Located at 605 School Street, Loyalton, CA.
   Discussion: The Board discussed the situation with the ramp identified as substandard quality, patchwork done, but not sufficient to last. Subcontracts have not been compensated. It passed the CASp inspection which focused on ADA compliance, not quality. The possibility of a compromise with the contractor was discussed. The possibility of contacting the contractor's bonding company was reviewed.
   Direction was given to the Superintendent to research and implement a process to contact the bonding company if he believes it is in the best interest of the District.

~~L. CLOSE PUBLIC COMMENT / ADJOURN TO CLOSED SESSION~~

~~Open Session is now closed. The Board of Trustees will now move into Closed Session to consider and/or take action upon the preceding item.~~

~~M. ADJOURN CLOSED SESSION / RETURN TO OPEN SESSION~~

~~REPORT OUT~~

N. NEW BUSINESS, CONTINUED

z. Authorization for Superintendent to enter into an agreement with Impact Construction & Excavating, for Loyalton Intermediate School Restroom Project
   MSCU/WRIGHT/YORK

O. PUBLIC COMMENT FOR CLOSED SESSION ITEMS – SESSION THREE -8:33 pm

At this time, we open the meeting for any public comments regarding the following Closed Session items:

1. Government Code §48916, Readmission of Expelled Student, Student #11-12-01

P. CLOSED SESSION

Open Session is now closed. The Board of Trustees will now move into Closed Session to consider and/or take action upon the preceding items.

RETURN TO OPEN SESSION

REPORT OUT
YORK motioned to postpone the hearing in order to gather more information. DRYDEN seconded. Motion Passed Unanimously

Q. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on Tuesday, July 10, 2012, at Loyalton Middle School, Room 4, Loyalton, California, following the 6:00 pm meeting of the Sierra County Office of Education.

2. Suggested Agenda items
   a. Restroom project
   b. State Budget
   c. Board Member Health/Medicare Option

R. ADJOURNMENT

MSCU/YORK/DRYDEN
The meeting adjourned at 8:51 pm.

_____
Stanford J. Hardeman, Superintendent

**enclosed
*handout
^^County agenda backup

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

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00077609	06/06/2012	HOLY ROSARY ALTAR SOCIETY	01-5890		2,000.00
00077610	06/14/2012	A-1 CHEMICAL INC.	01-4300		44.40
00077611	06/14/2012	AIRGAS, NCN	01-5600		95.55
00077612	06/14/2012	AT&T	01-5920		242.34
00077613	06/14/2012	BOB CHIECHI	01-5200		810.30
00077614	06/14/2012	CITY OF LOYALTON	01-5530		5,925.38
00077615	06/14/2012	DEREK COOPER	01-5200		336.33
00077616	06/14/2012	CRYSTAL DAIRY	13-4700		102.91
00077617	06/14/2012	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530		265.60
00077618	06/14/2012	EDULINK SYSTEMS INC.	01-5890		400.00
00077619	06/14/2012	FOREST STATIONERS	01-4300		402.19
00077620	06/14/2012	GREENHORN CREEK GUEST RANCH	01-5890		1,800.00
00077621	06/14/2012	JUDY GUIDOTTI	13-8634		19.75
00077622	06/14/2012	HAMBY SURVEYING, INC.	01-5890		1,410.00
00077623	06/14/2012	INLAND SUPPLY	01-4300		127.78
00077624	06/14/2012	JOSTENS	01-4300		296.27
00077625	06/14/2012	LIBERTY ENERGY	01-5510		3,415.82
00077626	06/14/2012	RACHEL LITTLE	01-5100		133.20
00077627	06/14/2012	LOYALTON PHARMACY	01-4300		103.99
00077628	06/14/2012	MODEL DAIRY, LLC	13-4700		286.16
00077629	06/14/2012	MOUNTAIN MESSENGER	01-5890	30.00	
			01-5899	30.00	60.00
00077630	06/14/2012	PACIFIC GAS & ELECTRIC COMPANY	01-5510		2,018.79
00077631	06/14/2012	PLUMAS-SIERRA RURAL ELECT.COP	01-5510	224.77	
			01-5899	74.92	299.69
00077632	06/14/2012	QUILL CORPORATION	01-4300		287.63
00077633	06/14/2012	RENAISSANCE LEARNING, INC.	01-4200		1,956.01
00077634	06/14/2012	RENO TECHNOLOGY	01-5890		2,000.00
00077635	06/14/2012	RIEBES AUTO PARTS	01-4300		49.36
00077636	06/14/2012	SCHOOLPATHWAYS	01-5800		150.00
00077637	06/14/2012	SETH PRESTON, CHP DEPT.	01-4300		203.37
00077638	06/14/2012	SIERRA COUNTY PUBLIC WORKS	01-5600	104.03	
			01-5890	104.02	208.05
00077639	06/14/2012	SIERRA ENERGY	01-4300		53.02
00077640	06/14/2012	SIERRA HARDWARE	01-4300		40.47
00077641	06/14/2012	ALHAMBRA	01-4300	15.52	
			01-5600	15.52	
			01-5899	10.35	41.39
00077642	06/14/2012	SIERRA VALLEY HOME CENTER	01-4300		455.72
00077643	06/14/2012	SIERRA TRANSPORTATION COMPANY, LLC	01-5100		19,733.12
00077644	06/14/2012	SIERRAVILLE PUD	01-5530	92.25	
			01-5899	30.75	123.00
00077645	06/14/2012	TIMBERLINE AUTO PARTS & POWER EQUIPMENT	01-4300		56.29
00077646	06/14/2012	TRI COUNTY SCHOOLS INS. GR.	01-3701	1,005.38	
			01-9535	14,558.62	
			76-9576	61,591.78	77,155.78

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

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

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00077647	06/14/2012	US FOODSERVICE, INC.	13-4300	306.17	
			13-4700	2,261.75	2,567.92
00077648	06/14/2012	U.S. BANK	01-4300		25.00
00077649	06/14/2012	VOYAGER FLEET SYSTEMS INC.	01-4300	901.98	
			01-5200	148.05	
			01-5899	133.41	1,183.44
00077650	06/14/2012	WAYNE WHITE WHITE'S BUS	01-5890		744.80
00077651	06/14/2012	WILD HARE SIGN CO.	01-4300		347.49
00077652	06/27/2012	AT&T	01-5890	28.90	
			01-5910	105.89	134.79
00077653	06/27/2012	AT&T	01-5910		29.63
00077654	06/27/2012	KATRINA BOSWORTH	01-4350		57.00
00077655	06/27/2012	DEREK COOPER	01-5300		199.00
00077656	06/27/2012	DTSC ACCOUNTING UNIT-EPA ID	01-5890		7.50
00077657	06/27/2012	BLAINE DONNELLY	01-5200	250.86	
			01-9210	140.14	391.00
00077658	06/27/2012	DRAMAWORKS	01-5890		4,000.00
00077659	06/27/2012	SHARON DRYDEN	01-5200		27.75
00077660	06/27/2012	ETS	01-4300		122.36
00077661	06/27/2012	W.W. GRAINGER, INC.	01-4300		282.07
00077662	06/27/2012	GRAYSON REFRIGERATION	13-5500		647.60
00077663	06/27/2012	HUNT & SONS, INC.	01-5540	582.91	
			01-5899	194.30	777.21
00077664	06/27/2012	RACHEL LITTLE	01-5100		79.92
00077665	06/27/2012	MEDCO SPORTS MEDICINE	01-4300		1,055.42
00077666	06/27/2012	MIKE MOORE	01-5200		27.75
00077667	06/27/2012	STAFF DEV FOR EDUCATORS	01-5200		299.00
00077668	06/27/2012	PACIFIC GAS & ELECTRIC COMPANY	01-5510		397.95
00077669	06/27/2012	PARENT TEACHER ORGANIZATION	01-4300		224.59
00077670	06/27/2012	SCHOOL SERVICES OF CALIFORNIA FILE NO. 73038	01-4300		99.00
00077671	06/27/2012	SIERRA COUNTY ARTS COUNCIL	01-5890		780.00
00077672	06/27/2012	SIERRA DISPOSAL	01-5520	630.00	
			01-5899	10.00	640.00
00077673	06/27/2012	SIERRA VALLEY HOME CENTER	01-6200		58.58
00077674	06/27/2012	SIERRA-PLUMAS JOINT UNIFIED	01-5890	129.77	
			13-5800	10.80	140.57
00077675	06/27/2012	SIERRA TRANSPORTATION COMPANY, LLC	01-5100		5,381.76
00077676	06/27/2012	SIMPLEX/GRINNELL	01-5600		585.00
00077677	06/27/2012	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890		96.00
00077678	06/27/2012	SUBURBAN PROPANE	01-5540		1,083.20
00077679	06/27/2012	U.S. BANK	01-4300	768.12	
			01-5890	12.99	
			01-5899	78.28	859.39
00077680	06/27/2012	VERIZON WIRELESS	01-5910		143.49

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.

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

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00077681	06/27/2012	ALLEN WRIGHT	01-5200		6.66
			Total Number of Checks	**73**	**146,612.50**

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	68	81,385.58
13	Cafeteria Fund	6	3,635.14
76	Warrant/Pass Though (payroll)	1	61,591.78
	Total Number of Checks	**73**	146,612.50
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		**146,612.50**

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

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information | Data Entry Instructions

2011-12 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. Before continuing to certify any data, you must submit the information below. You will only be prompted for this information once per fiscal year. A complete list of legal and program assurances for the fiscal year can be viewed by clicking on Program Instructions. Once submitted the Certification of Assurances will be available under Reports for printing purposes.

Required fields are denoted with an asterisk (*).

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement Corrective Action, must certify that its LEA Plan including any Addenda to the Plan, is current and provide the local online Web address for their LEA Plan.

State Board of Education approval date: 7/11/2003

LEA Plan Web Site:

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

* Authorized Representative's Full Name: Stanford J. Hardeman

* Authorized Representative's Title: Superintendent

* Authorized Representative Signature Date: 06/21/2012 (ex. 04/30/2012)

Last Saved: CADS Migrated (CADSMigrated), 6/30/2011 12:00 AM, Certified

Save | Continue to Certify Data

Anne Daniels, Education Data Office | adaniels@cde.ca.gov | 916-319-0640
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

2011-12 Protected Prayer Certification

ESEA Title I, Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov , 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov , 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	STANFORD J. HARDEMAN
Authorized Representative Title	SUPERINTENDENT
Authorized Representative Signature Date	06/22/2011
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2011-12 Application for Funding

CDE Program Contact:
Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.	
Economic Impact Aid EC 54000 SACS 7090, 7091	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A LEP ESEA Sec. 3102 SACS 4203	No
Title VI Subpart 1 Small, Rural School Achievement Grant ESEA Sec. 6211 SACS 5801	Yes
Title VI Subpart 1 REAP Flexibility Participation	Yes
Date of approval by local governing board	06/14/2011

2011-12 Economic Impact Aid Advisory Committee Approvals

If the LEA is operating a State Compensatory Education program, various committee approvals are required based on California Education Code, sections 35147 (c), 52176 (b) and (c), 62002.5, and 64001 (a).

CDE Program Contact:

Geoffrey Ndirangu, EIA / LEP, gndirang@cde.ca.gov, 916-323-5831
Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296

District Advisory Committee (DAC) Approval

The undersigned certify that the DAC have been given the opportunity to advise on the portions of this application related to compensatory education programs for educationally disadvantaged youths (EDY).

DAC Representative's Full Name	
DAC Approval Date	
DAC Comment If an advisory committee refused to sign the application or if a DAC signature is not applicable, enter a comment:	

District English Language Advisory Committee (DELAC) Approval

The undersigned certify that the DELAC have been given the opportunity to advise on the portions of this application related to compensatory education programs for English learners. This approval is required if the LEA has 51 or more identified English learners.

DELAC Representative's Full Name	
DELAC Approval Date	
DELAC Comment If an advisory committee refused to sign the application or if a DELAC signature is not applicable, enter a comment:	

2011-12 Federal Transferability

Federal transferability is governed by Title VI in ESEA Section 6123. An LEA may transfer a maximum of 50% of any program to other programs. This transferability is not the same as Title VI Subpart 1 REAP Flexibility governed by ESEA Section 6211.

CDE Program Contact:
Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Program Improvement Year	0
Title II Part A Transfers	
Title II Part A entitlement	$28,846
Transferred to Title I, Part A	$8,653
Transferred to Title II, Part D	$0
Total funds transferred out of Title II, Part A	$8,653
Title II Part D Transfers	
Transferred to Title I, Part A	$0
Transferred to Title II, Part A	$0
Total funds transferred out of Title II, Part D	$0
Transferred In Totals	
Total funds transferred into Title I, Part A	$8,653
Total funds transferred into Title II, Part A	$0
Total funds transferred into Title II, Part D	$0

2011-12 Economic Impact Aid LEA Allocations

The purpose of this data collection is to make allowable reservations at the LEA level and to determine the amount available for school-level allocations.

CDE Program Contact:

Geoffrey Ndirangu, EIA / LEP, gndirang@cde.ca.gov, 916-323-5831
Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296

2011-12 Economic Impact Aid Entitlement	$24,322
Transferred in	
Transferred in comment	
2010-11 Carryover	$71,103
Repayment of funds	
Repayment of funds comment	
2011-12 Economic Impact Aid allocation	$95,425
Indirect cost reserves (Amount cannot exceed 3% of the EIA allocation.)	$2,862
Administrative evaluation (Amount cannot exceed 10% of the EIA allocation.)	$9,542
LEA activities reservation (Amount cannot exceed 2% of the EIA allocation.)	$1,908
Security reservation (Amount may not exceed $0.32 per student.)	$125
Alternative reservation (Reservation is only valid if SCE allocations will be made. Amount cannot exceed 25% of the EIA allocation.)	
Economic Impact Aid adjusted allocation	$80,988

2011-12 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

CDE Program Contact:
Monique Moton, Title I Monitoring & Support, mmoton@cde.ca.gov, 916-319-0733
Lorene Euerle, Title I Monitoring & Support, leuerle@cde.ca.gov, 916-319-0728

2011-12 Title I Part A Entitlement	$82,815
Transferred in amount	$8,653
Title I Part A entitlement after transfers	$91,468
2010-11 Carryover	$0
Repayment of funds	
2011-12 Total allocation	$91,468
Indirect cost reservation	$10,381
Administrative reservation	$1,170
2011-12 Title I, Part A adjusted allocation	$79,917

2011-12 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296
Kim Edwards, Title I Monitoring & Support, KEdwards@cde.ca.gov, 916-319-0248

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit school low income students	0
Total participating attendance area low income students	0
Percent of nonprofit private school low income students for equitable service calculations	0.00%

Required Reservations

Title I Part A adjusted allocation	$79,917
Parent Involvement	
Parent involvement (Minimum 1% of the entitlement plus transfers in.)	$0
Nonprofit private school parent involvement set-aside	$0
Amount remaining	$0
Public school parent involvement (Minimum of 95% of the amount remaining.)	$0
Balance available for LEA parent involvement activities	$0
Direct and Indirect Services	
Direct or indirect services to homeless children , regardless of their school of attendance	$100
Homeless services provided	supplies, dental care
Local neglected institutions Does the LEA have local institutions for neglected children or children currently classified as neglected?	No
Direct or indirect services in local institutions for neglected children	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Other neglected or delinquent services	
Program Improvement (PI) The following reservations are required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.	

2011-12 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296
Kim Edwards, Title I Monitoring & Support, KEdwards@cde.ca.gov, 916-319-0248

Public school choice transportation (Choice)	$0
Supplemental educational services (SES)	
Parent outreach and assistance	$0

2011-12 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296
Kim Edwards, Title I Monitoring & Support, KEdwards@cde.ca.gov, 916-319-0248

Allowed Reservations

Professional Development for Highly Qualified Teachers and Paraprofessionals	
Professional development for highly qualified teachers and paraprofessionals	$7,292
Nonprofit private school equitable services	$0
Professional development reserved for public schools	$7,292
Assistance to School	
Assistance to schools	$0
Nonprofit private school equitable services	$0
Assistance to schools reserved for public schools	$0
Other School Programs	
Other school programs Including summer school or intersession programs or before and after school programs.	$0
Nonprofit private school equitable services	$0
Other school programs reserved for public schools	$0
Other Allowable Reservations	
Salary differentials	$0
Preschool programs	$0
Capital expenses for nonprofit private schools	$0
Program Improvement Activities	
Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	$0
Professional development of highly qualified teachers	$0
Assistance to schools	$12,670
Summer school, intersession programs or before and after school programs	$0

2011-12 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296
Kim Edwards, Title I Monitoring & Support, KEdwards@cde.ca.gov, 916-319-0248

Reservation Summary

Adjusted Allocation	$79,917
Total required reservations	$100
Total allowed reservations	$19,962
Allocations after reservations	$59,855
Total nonprofit private school set aside	$0
Private Non Profit School Parent Involvement Amount	$0
Public school parent involvement	$0
Amount available for Title I, Part A school allocations	$59,855

2011-12 Title I, Part A Program Improvement Activity and Expenditure Report

If one or more schools is in Program Improvement, the LEA is required to provide a mid-year status of activities related to Choice and or SES services.

CDE Program Contact:

Monique Moton, Title I Monitoring & Support, mmoton@cde.ca.gov, 916-319-0733
Lorene Euerle, Title I Monitoring & Support, leuerle@cde.ca.gov, 916-319-0728

Activities	
Number of students applying for Choice	0
Number of students who transferred to attend a non-PI school under ESEA	0
Number of students who transferred to attend a non-PI school under a local or state school choice program	0
Number of students who applied for SES	0
Number of students who received SES	0
Activities comment An explanation must be provided if all activities are zero.	The District provided Study Hall, CAHSEE prep and Core Intervention assistance to students.
Expenditures and Encumbrances Due to a federal audit comment received, LEAs are required to provide biannual year-to-date PI expenditures and encumbrance in support of Choice and SES activities.	
Choice transportation using Title I Part A funds	$0
Choice transportation using non-Title I Part A funds	$0
SES using Title I Part A funds	$0
SES using non-Title I Part A funds	$0
Parent outreach using Title I Part A funds	$100
Parent outreach using non-Title I Part A funds	$127
Total expenditures and encumbrance using Title I Part A funds	$100
Total expenditures and encumbrance using non-Title I Part A funds	$127
Expenditure comment An explanation is required if no program improvement expenditures or encumbrances have occurred.	The District provided Study Hall, CAHSEE prep and Core Intervention assistance to students.

2011-12 Title II, Part A LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II Part A Teacher & Principal Training & Recruiting, and to report required reservations.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503
Juan J. Sanchez, Title II Leadership, jsanchez@cde.ca.gov, 916-323-5264

2011-12 Title II Part A entitlement	$28,846
Total funds transferred into Title II, Part A	$0
Total funds transferred out of Title II, Part A	$8,653
Total entitlement after transfers	$20,193
2010-11 Carryover (as of 06/30/11)	$0
Repayment of funds	$0
Repayment comment Provide an explanation of why repayment dollars were added back to the allocation	
2011-12 Allocation	$20,193
Administrative and indirect costs	$660
Title II Part A adjusted allocation	$19,533
Funds available for flexible use under REAP	$20,193

ESEA Section 2141 Reservations

By completing the following reservations, the LEA certifies it will comply with the agreement of Section 2141.

Professional Development	
Professional development for teachers	
Professional development for administrators	
Subject matter project	
Exams and Test Preparation	
Exam fees, reimbursement	
Test preparation training and or materials	
Recruitment, Training, and Retaining	
Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	

2011-12 Title II, Part A LEA Allocations and Reservations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II Part A Teacher & Principal Training & Recruiting, and to report required reservations.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503
Juan J. Sanchez, Title II Leadership, jsanchez@cde.ca.gov, 916-323-5264

Total budgeted	$0

2011-12 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:
Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A, ARRA Title I, Part A (Basic) SACS Code 3010 and 3011	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D ARRA Title I, Part D (Delinquent) SACS Code 3025 and 3026	No
Title II, Part A (Teacher Quality) SACS Code 4035	No
Title II, Part A (Administrator Training) SACS Code 4036	No
Title II, Part D, ARRA Title II, Part D (Enhancing Education Through Technology) SACS Code 4045 and 4047	No
Title III (Immigrant Students) SACS Code 4201	No
Title III (LEP Students) - 2% maximum SACS Code 4203	No
Title IV, Part A (SDFSC) - 2% maximum SACS Code 3710	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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 Heath Savings Account (HSA) when coordinated with a High Deductible Health Plan;

WHEREAS, the District 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 District 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 District shall implement an IRC Section 125 Health Savings Account Plan for eligible employees and has chosen American Fidelity Assurance Company to administer the Plan.

Passed and adopted at a regular meeting of the Sierra-Plumas Joint Unified School District Governing Board, July 10, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

VACANT:

_____

Sharon Dryden, Vice-President

Notice of Authorization of a Schoolwide Program

(Please print or type all information.)

County: Sierra School District: Sierra-Plumas Joint USD

School: Downieville Jr Sr High CDS Code (14 digits): _4/_6_/_7_/_0_/_1_/_7_/_7_/_4_/6_/3_/_2_/_3_/_0/_3/

Street Address: 130 School Street,

City: Downieville Zip: 95936

Principal: Derek Cooper Telephone: 530-289-3473

FAX: 530-289-3693 E-mail: dcooper@spjusd.org

Categorical Program Director: Rose Asquith or Derek Cooper Telephone: 530-994-1044 x 22

FAX: 530-994-1045 E-mail: rasquith@spjusd.org

District Criteria Utilized to Establish Poverty Level of School (provide actual percentage)

Free/ Reduced Lunch _47__% AFDC___% Combination ___% Other ___%

To meet ESEA requirements, each school may request technical assistance during the process of completing its comprehensive needs assessment and its schoolwide program (SWP) plan. Please indicate the *entity* as well as the *individual(s)* within the entity who served your school in this capacity:

☒ Regional System of District and School Support (RSDSS)

Sierra County Office of Education, and Oliver Worldwide Lab, Smartboard Trainer

The undersigned certify this school is at least 40% poverty level as indicated above, and also, that the SWP plan incorporates the ten federally required components as listed on the California Department of Education SWP Web page located at http://www.cde.ca.gov/sp/sw/rt/

Superintendent: Stanford J. Hardeman _____

Date: July 10, 2012

Principal: _____ Date: July 12, 2012

Date of Local Board Approval: 7/10/2012

Mail completed notice to:

School Improvement and Title I Basic Office
California Department of Education
1430 N Street, Room 6208
Sacramento, CA 95814-5901
The form may also be emailed to: TitleI@cde.ca.gov

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information Data Entry Instructions

2012-13 Application for Funding

Required fields are denoted with an asterisk (*).

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board: 07/11/2012 (ex. 04/30/2012)

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name:

DELAC review date:

Meeting minutes web address:
Please enter the web address of DELAC review meeting minutes. If the review minutes are posted to the LEA's web site and the address provided here, they will not need to be loaded to CAIS.

DELAC comment:
If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment.

The district has less than 50 English learners

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid: EC 54000 SACS 7090, 7091	○ No ● Yes
* **Title I Part A (Basic Grant)**: ESEA Sec. 1111 et seq. SACS 3010	○ No ● Yes
Title I Part D (Delinquent): ESEA Sec. 1401 SACS 3025	● No ○ Yes
* **Title II Part A (Teacher Quality)**: ESEA Sec. 2101 SACS 4035	○ No ● Yes
Title III Part A Immigrant: ESEA Sec. 3102 SACS 4201	● No ○ Yes
Title III Part A LEP: ESEA Sec. 3102 SACS 4203	● No ○ Yes
Title VI Subpart 1 Small, Rural School Achievement Grant: ESEA Sec. 6211 SACS 5801	○ No ● Yes
Title VI Subpart 1 REAP Flexibility Participation:	○ No ● Yes

Last Saved: Rose Asquith (RoseAsquith), 6/21/2012 9:59 AM, Draft

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information Data Entry Instructions

2012-13 Protected Prayer Certification

ESEA Title I, Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

Required fields are denoted with an asterisk (*).

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

* The authorized representative agrees to the above statement:	○ No ○ Yes
Authorized Representative's Full Name:	Stanford J. Hardeman
Authorized Representative Title:	Superintendent
Authorized Representative Signature Date:	06/18/2012 (ex. 04/30/2012)
Comment: If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

Save Return to List

Franco Rozic, Title I Monitoring & Support | frozic@cde.ca.gov | 916-319-0269
Mary Payne, District Improvement Office | MPayne@cde.ca.gov | 916-319-0379
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information Data Entry Instructions

Title I, Part A Notification of Authorization of School Wide Program

This form provides notification to CDE of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

Required fields are denoted with an asterisk (*).

Data saved successfully as a draft. Before data can be certified the following item(s) must be addressed.
Hide Messages | Export Messages | Clear Messages

Severity	Description
Warning	School: Downieville Junior-Senior High (4632303) has an invalid Local Board Approval Date entered. Date must be equal to today's date or earlier.
Warning	Federal Transferability has been certified with data from this form. After certifying this data, Federal Transferability must be saved and certified again.

Note:
In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date	SIG Approval Date	Poverty Level %
Sierra Crest	4630018	☐			
Sierra Pass (Continuation)	4630034	☐			
Downieville Junior-Senior High	4632303	☑	07/11/2102 *		47
Loyalton High	4634259	☑	12/15/2009		49
Downieville Elementary	6050611	☑	12/15/2009		42
Loyalton Elementary	6050629	☑	12/15/2009		65
Loyalton Middle	6089650	☑	02/08/2011		68

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Franco Rozic, Title I Monitoring & Support | frozic@cde.ca.gov | 916-319-0269
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

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California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information | Data

2012-13 School Student Counts, Projected

The purpose of this data collection is to allow the LEA to select allowable ranking and funding options and to enter school level student data. The information entered will be used to calculate eligibility and ranking for Economic Impact Aid and or Title I Part A school allocations.

Required fields are denoted with an asterisk (*).

Data saved successfully as a draft.

* Group By Grade Span: (•) No ( ) Yes

* Select a Low Income Measure: FRPM

The following ranking determinations are only applicable to Economic Impact Aid.

Funding Method: (•) SCE/LEP ( ) LEP Only

SCE Ranking Method: (•) Count ( ) Percent

Note: The columns and student count options displayed below are based on the selections made above. They are also displayed based on the whether or not the school qualifies for Economic Impact Aid funding via the ConApp.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Qualifies for EIA	* Projected Student Enrollment	Projected Low Income	Projected LEP	Projected EDY
Sierra Crest	4630018	K	12	3	Y	0	0	0	
Sierra Pass (Continuation)	4630034	9	12	3	Y	1	0	0	
Downieville Junior-Senior High	4632303	7	12	3	Y	30	14	1	
Loyalton High	4634259	9	12	3	Y	114	66	4	
Downieville Elementary	6050611	K	6	1	Y	24	10	2	
Loyalton Elementary	6050629	K	6	1	Y	162	85	11	1
Loyalton Middle	6089650	7	8	2	Y	55	21	2	

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Larry Boese, Title I Monitoring & Support | lboese@cde.ca.
Geoffrey Ndirangu, EIA / LEP | gndirang@cde.ca.
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information | Data Entry Instructions

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

Funding selections made below define the LEA's Economic Impact Aid School Allocation Plan. If the LEA will be allocating SCE funds, based on SCE Eligibility and Ranking, select schools to fund by placing a check in the SCE Fund column.

Required fields are denoted with an asterisk (*).

Data saved successfully as a draft.

District Advisory Committee (DAC) Review

Per Title 5 of the California Code of Regulations section 4423(c) and Education Code section 54420, once a school district or county office with juvenile court schools is deemed eligible for Economic Impact Aid (EIA) and designates EIA funds for State Compensatory Education (SCE) then the LEA must give the DAC the opportunity to give or offer advice regarding compensatory education programs.

DAC representative's full name:

DAC review date: (ex. 04/30/2012)

Meeting minutes web address:
Please enter the web address of DAC review meeting minutes.

DAC comment:
If the advisory committee did not review, describe consulting procedures: Pursuant to CA EC Section 52852 the school site council will reveiw and comment.

Group schools by grade span: N

Funding method: SCE/LEP

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the EIA School Allocation Plan. The Plan should be saved in order to certify the data collection.

SCE Ranking Method: Count

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %	Projected EDY Students	EDY %	Projected SCE Students	SCE %	Ranking	SCE Eligible	SCE Fund
Loyalton Elementary	6050629	1	162	85	52.47	11	6.79	11	6.79	107	66.05	1	Y	☑
Loyalton High	4634259	3	114	66	57.89	4	3.51	4	3.51	74	64.91	2	Y	☑
Loyalton Middle	6089650	2	55	21	38.18	1	1.82	1	1.82	23	41.82	3	Y	☑
Downieville Junior-Senior High	4632303	3	30	14	46.67	1	3.33	1	3.33	16	53.33	4	Y	☑
Downieville Elementary	6050611	1	24	10	41.67	2	8.33	2	8.33	14	58.33	5	Y	☑
Sierra Crest	4630018	3	0	0	0.00	0	0.00	0	0.00	0	0.00	6	N	

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information | Data Entry Instructions

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA should indicate which schools it intends to allocate Title I Part A funds by entering a check in the Fund column.

Required fields are denoted with an asterisk (*).

LEA meets small district criteria, submission of this data collection is optional.

An LEA is defined as a small district criteria if, based on the school list and the data entered in School Student Counts Project, the LEA meets one or more of the following:
Is a single school district
Has a single school per grade span
Has enrollment total for all schools less than 1,000

If an exception to funding is needed, enter an Exception Reason. Use lower case only.
Allowable Exception Reasons
a - Meets 35% Low Income Requirement
b - Magnet School
c - Funded by Other Allowable Sources
d - Desegregation Waiver on File
e - Grandfather Provision
f - Feeder Pattern

Group Schools by Grade Span: N

District-wide Low Income %: 50.78%

Grade Span 1 Low Income %: 51.08%

Grade Span 2 Low Income %: 38.18%

Grade Span 3 Low Income %: 55.17%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Loyalton High	4634259	3	114	66	57.89	Y	N	1	☑		
Loyalton Elementary	6050629	1	162	85	52.47	Y	N	2	☑		
Downieville Junior -Senior High	4632303	3	30	14	46.67	N	N	3	☑		
Downieville Elementary	6050611	1	24	10	41.67	N	N	4	☑		
Loyalton Middle	6089650	2	55	21	38.18	N	N	5	☑	f	Loyalton Elementary
Sierra Crest	4630018	3	0	0	0.00	N	N	6	☐		
Sierra Pass (Continuation)	4630034	3	1	0	0.00	N	N	7	☐		

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CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra-Plumas Joint Unified (46 70177 0000000)

Program Information | Data Entry Instructions

2012-13 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

Required fields are denoted with an asterisk (*).

Note:
The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students would attend nonprofit private schools outside the LEA's boundaries. The school list below includes all nonprofit private schools within the LEA's attendance area, to add a nonprofit private school outside of the LEA's boundaries, click on Add a School below.

Add non-attendance area school(s):
The LEA is electing to add nonprofit private schools outside of the district's attendance area.

◉ No ○ Yes

Last Saved: Rose Asquith (RoseAsquith), 6/21/2012 10:08 AM, Draft

Save Return to List

Jyoti Singh, Title I Policy & Program Guidance | jysingh@cde.ca.gov | 916-319-0372
Laura Nelson, Title II Leadership | lnelson@cde.ca.gov | 916-319-0229
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

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California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Sierra County Office of Education (46 10462 0000000)

Program Information | Data Entry Instructions

2012-13 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. Before continuing to certify any data, you must submit the information below. You will only be prompted for this information once per fiscal year. A complete list of legal and program assurances for the fiscal year can be viewed by clicking on Program Instructions. Once submitted the Certification of Assurances will be available under Reports for printing purposes.

Required fields are denoted with an asterisk (*).

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date: 7/11/2003

LEA Plan Web Site:

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

* Authorized Representative's Full Name: Stanford J. Hardeman

* Authorized Representative's Title: Superintendent

* Authorized Representative Signature Date: 06/21/2012 (ex. 04/30/2012)

Last Saved: Rose Asquith (RoseAsquith), 6/21/2012 9:50 AM, Certified

LOZANO SMITH

One Capitol Mall, Suite 640 Sacramento, California 95814
Telephone: (916) 329-7433 Fax: (916) 329-9050

MEMORANDUM

DATE: July 5, 2012

TO: Stan Hardeman
Superintendent
Sierra County Office of Education
305 South Lincoln St.
Sierraville, CA 96126

FROM: Daniel M. Maruccia

RE: Use of the Lease-Leaseback Method for Construction Delivery

The purpose of this memorandum is to provide information concerning the potential use of the "Lease-Leaseback" method for the delivery of construction projects.

Overview of the Lease-Leaseback Method

Lease-Leaseback projects are constructed pursuant to Education Code section 17406, which authorizes school district governing boards, without advertising for bids, to lease property currently owned by the school district to any person, firm, or corporation for a minimum of $1 per year, as long as the lease requires the other party to construct (or provide for the construction of) a building or buildings[*] on the subject property and that title to the property and the buildings vest in the school district at the expiration of the lease.

The Lease-Leaseback method for delivery of construction projects is felt by many to be a way to deliver school facility projects on time, on budget, and with a reduced level of public agency risk and challenges associated with delays, cost overruns, and difficult or uncooperative contractors.

[*] "Building" includes (1) One or more buildings located or to be located on one or more sites; (2) the remodeling of any building located on a site to be leased pursuant to Education Code §§ 17400 – 17429; (3) onsite and offsite facilities, utilities or improvements which the governing board determines are necessary for the proper operation or function of the school facilities to be leased; and (4) the permanent improvement of school grounds. (Ed. Code, § 17400, subd. (b).)

Design of a Lease-Leaseback Project

Before entering into a Lease-Leaseback Agreement, the District must have plans for the project prepared and approved. (Ed. Code § 17402.) In order to foster a "team-concept" and ensure that the Contractor contributes to the preparation of the plans and specifications, and is thoroughly familiar with the project, it is often beneficial for the District to select its contractor as early in the process as possible. Once selected, the contractor can familiarize itself with the plans and specifications, and assist the District and architect in modifying them according to costs savings and feasibility issues ("constructability review" and "value engineering"). Sometimes Lease-Leaseback projects include execution of a Preliminary Design Agreement (sometimes called a Pre-construction Agreement) that is entered into with the contractor to this end.

Once the plans and specifications have been agreed to, then they must be approved by the Division of State Architect ("DSA") or local authorities if the work is not subject to DSA jurisdiction, and by the District's Board. The lease then can take effect, and the final Lease-Leaseback Agreement can be executed. Any Pre-construction agreement with the contractor would terminate, or would convert into the Lease-Leaseback model.

Construction of a Lease-Leaseback Project

Because of the Lease-Leaseback statute, there is no single model of how the Lease-Leaseback must operate. Under the Lease-Leaseback approach, the District most commonly enters into a Lease-Leaseback Agreement and two (2) leases with its chosen contractor: a Site Lease and a Sublease. The Lease-Leaseback Agreement serves as the agreement between the owner and the Contractor that includes construction provisions setting the fixed price the District will pay for the completion of the Project ("Guaranteed Maximum Price"). The Site Lease is the document by which the District leases the project site to the contractor for $1 per year. The Sublease is the document the District will use to lease the project site and facilities being constructed back from the contractor. A set of general conditions will also be used as in a regular design-bid-build-type construction project. [**]

The construction provisions, which in turn will reference the plans and specifications completed by the architect, will direct the contractor to construct the project pursuant to such plans and specifications. The construction provisions will also include legal requirements, payment of prevailing wages, requirements regarding payment and performance bonds, and liquidated damages for delay in project completion.

In a typical Lease-Leaseback Agreement, the contractor is required to procure bids from potential subcontractors for all of the construction trades on the project, including all of the work the contractor proposes to do with its own forces, and to share the bid information with the District and architect. This helps ensure that the District is getting a competitive price for the work and, if desired, will give the District the right to select or veto the proposed subcontractors. However, such bidding is not required, or can be modified.

[**] We note that nothing in Section 17406 expressly requires both a lease and a leaseback, or second lease. In fact, the term "leaseback" does not appear in the statute. An alternate approach is therefore to lease to the contractor, and then simply have the lease terminate and the improvements remain when the project is complete.

The District will pay the contractor for the project through its payment of sublease payments. The amounts of the sublease payments are based upon the Guaranteed Maximum Price, and are tied to construction progress on the project. Therefore, the contractor gets paid as construction progresses and thereby has an incentive to complete the project as it continues. The steps for project completion and closeout are similar to a traditional design-bid-build project, and both the Site Lease and the Sublease dissolve when the construction is complete.

Selection of a Lease-Leaseback Contractor

With respect to selecting a contractor for a Lease-Leaseback project, Education Code section 17406 currently provides school districts great latitude. In fact, no particular selection process whatsoever is required for Lease-Leaseback projects. This makes the Lease-Leaseback delivery method particularly attractive to school districts that desire to work with a particular contractor or to have flexibility in selecting a contractor. For example, when the District has already worked with a particular contractor on a school facility project, or has targeted a developer/contractor based on a land use or other special considerations, then the Lease-Leaseback delivery method is particularly useful.

Nevertheless, some school districts use an RFP or RFQ process to invite interested contractors to present their qualifications and proposals for a project. This often includes circulating the RFP/RFQ to a handful of area contractors familiar with like projects, as well as publishing notices in the local newspaper and with the local builders' exchange inviting other qualified contractors to participate in the selection process. This targeted RFP/RFQ process can help identify a ballpark figure of what the project cost would be had the District bid the project under a traditional design-bid-build construction method. However, the District is not required to select the lowest priced proposal, or even any of the proposals submitted, but retains full legal power to select whatever contractor or proposal it determines will best meet the District's needs for the project.

Restrictions on Lease-Leaseback Projects

There are several limitations in the law governing the Lease-Leaseback method of construction delivery. First, the term of the Site Lease is limited to 40 years (Education Code § 17403). Second, as discussed above, before entering into the Site Lease, a District must have selected and approved a site and adopted the design development documents (plans and specifications) for the project (Education Code § 17402). Third, the building constructed is subject to whichever State approvals may be required, as set forth in Education Code sections 17280 to 17313 (Education Code § 17421).

Finally, while State funding is not always a concern for school districts using the Lease-Leaseback approach, school districts seeking State funding should be aware that in the past there has been controversy regarding funding implications for Lease-Leaseback projects, as well as unsuccessful attempts at the State level to repeal or restrict the statutory authority for this method. Our clients report that, at the present time, OPSC and SAB are funding projects using the Lease-Leaseback method without any unusual delays, conditions, or restrictions. We are also aware of one lawsuit in which the use of a Lease-Leaseback delivery method was challenged by

the local carpenters' union as being unlawful. It resulted in a trial court judgment in the school district's favor – validating the use of the Lease-Leaseback method for that particular project.

Conclusion

The Lease-Leaseback method of delivery for school construction projects has gained great popularity throughout California. It is a very flexible method and is being used by school districts of all sizes for a wide variety of new construction and modernization projects, ranging from small modernizations at existing campuses to new elementary, middle, and high school campuses. This method has also gained acceptance from architectural firms and contractors in California that are experienced in school construction projects.

Our clients generally report satisfaction with the projects constructed using the Lease-Leaseback method, due to higher levels of cooperation, understanding, and trust between school districts, architects, and contractors, fewer change orders and disputes among the parties, and less stress in completing projects on time and within budget. We anticipate that interest in this method of project delivery will continue to grow. At the same time, we are also aware of other school districts that have had negative experiences with Lease-Leaseback that included delays, cost overruns (even with a Guaranteed Maximum Price otherwise built into the contract), and close-out problems. This illustrates that the selection of the right contractor and having strong contract terms remain critical to the success of a Lease-Leaseback project.

Finally, as noted above, Lease-Leaseback has not been without controversy and challenges. Two times in the past decade, the Legislature has attempted to amend Education Code Section 17406 so as to limit or essentially eliminate Lease-Leaseback. Two different Governors vetoed those legislative efforts, however. For the foreseeable future, it seems that the Lease-Leaseback method will remain a viable option, but that does not preclude future legal and legislative challenges.

I hope this information is helpful to you. Please let me know if we can provide further assistance with this or other matters. Thank you.

MANDATEPREP® SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY, INC.
And
SIERRA COUNTY OFFICE OF EDUCATION

THIS AGREEMENT, dated February 13, 2012 (the "Agreement") is made by and between Sierra County Office of Education ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period**. The Agreement period begins July 1, 2012 (the "Effective Date") and will automatically expire on June 30, 2013 (the "Expiration Date").

2. **Services**.

   Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

   (a) Prepare and file (based on information provided by District):

   (1) 2011/2012 reimbursement claims;

   (2) Late and amended 2010/2011 reimbursement claims; and

   (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period;

   (b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

(c) Monitor District's 2012/2013 mandated cost tracking systems;

(d) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;

(e) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office; and

(f) Provide representation of District with respect to any State audit of claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns.

3. **District's Obligations**.

3.1 District Responsibilities and Obligations. District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4. **California False Claims Act**. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees**.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **$1,100** (the "Fee") for the fiscal year 2012/13.

5.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☑ 1 annual payment due July 1, 2012.

☐ 2 semi-annual payments due July 1, 2012, and January 1, 2013.

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

8. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

SCHOOL INNOVATIONS & ADVOCACY, INC.

Signature:	Jeffrey C. Williams
Date Signed:	2/7/12
Print Name:	Jeffrey C. Williams
Title:	Chief Executive Officer
Company:	School Innovations & Advocacy
Address:	11130 Sun Center Dr, Suite 100
	Rancho Cordova, CA 95670
Phone:	(800) 487-9234
Fax:	(888) 487-6441

DISTRICT:

SIERRA COUNTY OFFICE OF EDUCATION

Signature:	Stanford J. Hardeman
Date Signed:	February 13, 2012
Print Name:	Stanford J. Hardeman
Title:	Superintendent
Address:	305 S. Lincoln, P.O. 157
	Sierraville CA 96126
Phone:	530 994-1044
Fax:	530 994-1045
Email	shardeman@spjusd.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Advocacy is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Termination.** Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the Expiration Date of the Agreement. Upon termination, SI&A shall invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 2.

3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.

4. **Notice.** All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.

5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances.** Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.

9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its 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 the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Lozano Smith
ATTORNEYS AT LAW

Daniel Maruccia
Attorney at Law

E-mail: dmaruccia@lozanosmith.com

July 5, 2012

Stan Hardeman
Superintendent
Sierra County Office of Education
305 South Lincoln Street
Sierraville, California 96126

Re: Agreement for Legal Services

Dear Mr. Hardeman:

Thank you for giving us the opportunity to provide legal services to the Sierra County Office of Education. We look forward to working with you and your staff in the months to come. As legal counsel for the District, we at Lozano Smith are committed to offering the District outstanding legal services and will make your satisfaction our highest priority.

Enclosed is an Agreement for Professional Services along with a Professional Rate Schedule. Upon approval by the Board, please sign and return the Agreement and Professional Rate Schedule. As our client, you will receive, at no cost to the District, valuable benefits such as timely news briefs on recent court decisions and legislation affecting public education.

Should you have any questions concerning our services, contract or fees, please do not hesitate to call. Again, we are very pleased to be working with you and the Board of Trustees.

Sincerely,

LOZANO SMITH

Daniel Maruccia

DM/jv

Enclosure: Two (2) Agreements for Professional Services and Professional Rates Schedules

Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LOZANO SMITH LEGAL SERVICES

THIS AGREEMENT is effective July 5, 2012, between the Sierra County Office of Education ("Client") and the law firm of Lozano Smith, a professional corporation ("Attorney").

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) calendar days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

SO AGREED:

SIERRA COUNTY OFFICE OF EDUCATION		LOZANO SMITH	
			July 5, 2012
Stan Hardeman Superintendent	Date	Gregory A. Wedner Managing Shareholder	Date

Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR SIERRA COUNTY OFFICE OF EDUCATION
(Effective July 5, 2012)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Shareholder / Senior Counsel / Of Counsel	$ 215 - $ 295 per hour
Associate	$ 165 - $ 225 per hour
Law Clerk	$ 135 per hour
Paralegal	$ 110 per hour
Educational Consultant**	$ 125 per hour

* Rates for Specific Attorneys Available Upon Request
** Non-Attorney (Current or Former School District Administrator or Board Member)

Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

2. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.