

**AGENDA FOR THE MEETING OF THE GOVERNING BOARD OF
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT**
Immediately following the 6:00 pm meeting of the Sierra County Board of Education
November 14, 2017

Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118
Video conferencing will be available at Downieville School, 130 School St., Downieville, CA 95936

*In the case of a technological difficulty at either school site, videoconferencing will not be available.
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, 109 Beckwith Road, Room 3, Loyalton, CA, 96118, and posted with the online agenda at
<http://www.sierracountyofficeofeducation.org> (Government Code 54957.5)*

- A. CALL TO ORDER
(Please be advised that this meeting will be recorded.)
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. INFORMATION/DISCUSSION ITEMS

- 1. Superintendent's Report
 - a. Sierraville School Update
 - b. Early Release Wednesday

New/Renewal	School Year	Grade Entering	District of Residence	Receiving District
New	2017-18	K	Camptonville	SPJUSD
Renewal	2017-18	2	Camptonville	SPJUSD
Renewal	2017-18	5	Camptonville	SPJUSD
Renewal	2017-18	8	Camptonville	SPJUSD

- 2. Business Report
 - a. Account Object Summary-Balance from 07/01/17 to 10/31/2017**
 - b. 2nd Month Enrollments for the 2017-2018 School Year**
 - c. Letter from California Department of Education, 2017-18 Budget Approval^^
 - d. Holiday Closures - School District Office Closed to the public:
 - November 23 and 24, 2017
 - December 25, 2017 through January 5, 2018 (returning on January 8)
- 3. Staff Reports (5 minutes)
- 4. Board Members' Report (5 minutes)
- 5. 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. Current location
 - f. Videoconference location

E. CONSENT CALENDAR

1. Approval of the minutes of the Regular Board meeting held October 10, 2017**
2. Approval of Board Report – Checks Dated 10/1/17 through 10/31/17**

F. ACTION ITEMS

1. New Business

1. In accordance with the Rodda Act, the Sierra-Plumas Teachers Association is Sunshining their proposal for the 2017-2018 school year. (President)
2. Approval of Appointment of Sharie Jackowiak, Bus Driver, .675 FTE, effective October 24, 2017 (Grant)
3. Approval of Appointment of Kristy Jacobsen, Administrative Assistant position, 1.0 FTE (Grant)
4. Authorization for Superintendent to enter into an Agreement with Einen Grandi, Contractor**-(Grant)
5. Approval of Request of Waiver of Fees for Downieville Volunteer Fire Department to use Downieville School Gym for weight/exercise training, 11-12-17 through 12-17-17** (Grant)
6. California Accountability Dashboard Presentation and Approval of Local Indicators (Grant/Jones)

Approval of BOARD POLICIES AND ADMINISTRATIVE REGULATIONS as follows:

7. Board Policy 3280, Sale or Lease of District-Owned Property, revision^^
8. Board Policy and Administrative Regulation 4254, (Classified) Health and Welfare Benefits^^
9. Board Policy and Administrative Regulation 5113.1, Chronic Absence and Truancy, revision^^
10. Board Policy and Administrative Regulation 5113.12, NEW^^
11. Board Policy and Administrative Regulation 5117, revision^^
12. Administrative Regulation 5125.2, Withholding Grades, Diploma or Transcripts, revision^^
13. Board Policy 5131.6, Alcohol and Other Drugs, revision^^
14. Approval to Delete Exhibit 5131.63, Steroids

G. ADVANCED PLANNING

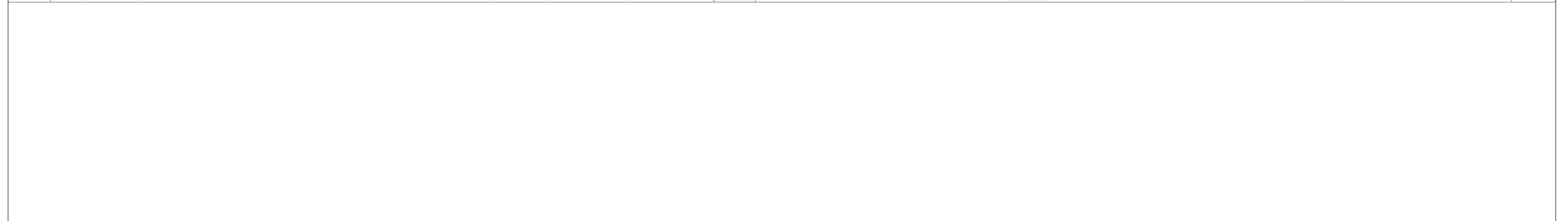
1. Next Regular Board Meeting will be held on December 12, 2017, at Downieville School, 130 School St., Downieville, CA 95936, beginning with Closed Session, as needed, at 5 pm and the Regular Board Meeting following the Sierra County Board of Education meeting at 6:00 pm.
2. Suggested Agenda items
 - a.

H. ADJOURN



Dr. Merrill M. Grant, Superintendent

**enclosed
*handout
^^County agenda backup



Project: 2017.10.24 - Schedule Date: Wed 10/25/17	Task		Project Summary		Duration-only		Finish-only		Progress
	Split		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress
	Milestone		Inactive Summary		Manual Summary		External Milestone		
	Summary		Manual Task		Start-only		Deadline		

Balances through October						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD						
1100	Teachers Salaries	1,580,899.00	1,580,899.00	1,220,690.32	320,650.90	39,557.78
1115	Extra Duty Hourly	5,000.00	5,000.00		1,790.00	3,210.00
1120	Certificated Substitutes	23,161.00	23,161.00		5,970.00	17,191.00
1300	Certificated Superv/Admin Sala	220,570.00	220,570.00	149,039.36	72,419.68	889.04-
1310	Teacher In Charge/Head Teacher	16,000.00	16,000.00			16,000.00
1900	Other Certificated Salaries	39,850.00	39,850.00	26,566.40	13,283.20	.40
2100	Instructional Aides Salaries	165,947.00	165,947.00	163,003.29	39,377.27	36,433.56-
2200	Classified Support Salaries	285,754.00	285,754.00	167,653.46	87,534.63	30,565.91
2201	Bus Driver	65,294.00	65,294.00	21,271.39	10,587.15	33,435.46
2205	Per Diem - Same Day Travel				33.00	33.00-
2220	Classified Support Substitute	5,405.00	5,405.00		16,308.29	10,903.29-
2300	Classified Sup/Admin Salaries	88,827.00	88,827.00	57,778.00	29,294.00	1,755.00
2400	Clerical & Office Salaries	142,336.00	142,336.00	78,504.84	41,999.31	21,831.85
2900	Other Classified Salaries	22,526.00	22,526.00	6,524.49	1,792.56	14,208.95
3101	State Teachers Retirement Syst	397,392.00	397,392.00	193,181.04	57,225.95	146,985.01
3102	State Teachers Retirement Syst	10,328.00	10,328.00			10,328.00
3202	Public Employees Retirement Sy	105,737.00	111,522.00	70,288.66	29,605.66	11,627.68
3212	Pers Pickup-Classified Employee	5,785.00				.00
3311	OASDI-Certificated Positions	16,843.00-	16,843.00-	26.72-	48.84	16,865.12-
3312	OASDI-Classified Positions	49,896.00	49,896.00	29,793.05	13,646.03	6,456.92
3321	Medicare-Certificated Position	24,300.00	24,300.00	17,725.44	5,808.28	766.28
3322	Medicare-Classified Positions	11,918.00	11,918.00	6,967.88	3,199.53	1,750.59
3401	Health & Welfare -Certificated	381,226.00	381,226.00	353,908.56	96,012.04	68,694.60-
3402	Health & Welfare-Classified Po	154,119.00	154,119.00	143,261.18	63,157.62	52,299.80-
3501	State Unemployment Insurance-C	940.00	940.00	698.16	221.41	20.43
3502	State Unemployment Insurance-	420.00	420.00	247.24	113.19	59.57
3601	Workers' Compensation Insuranc	68,598.00	68,598.00	44,395.36	13,305.25	10,897.39
3602	Workers' Compensation Insuranc	31,954.00	31,954.00	16,496.35	7,556.88	7,900.77
3901	Other Benefits, Certificated P	48,000.00	48,000.00		28,238.58	19,761.42
3902	Other Benefits, Classified Pos	18,516.00	18,516.00			18,516.00
4100	Textbooks	63,634.00	63,634.00	358.98	8,784.61	54,490.41
4200	Books Other Than Textbooks			104.86	5,087.55	5,192.41-
4300	Class Mat'l and Supplies	32,064.00	36,564.00	6,951.52	6,535.74	23,076.74
4301	Class Consumablel Mat'l	5,000.00	5,000.00	1,505.09	6,306.04	2,811.13-
4302	Class Paper/Toner	9,500.00	9,500.00	875.57	7,492.47	1,131.96
4305	Other Student M&S	19,525.00	19,525.00	5,965.80	3,864.24	9,694.96
4320	Custodial Grounds Supplies	42,495.00	42,495.00	5,710.32	22,356.33	14,428.35

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2018, Period = 4, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 0, Page Break? = N)

ESCAPE ONLINE

Balances through October						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
4330	Office Supplies	17,231.00	17,231.00	1,177.03	6,565.53	9,488.44
4350	Vehicle Maint. M&S	25,900.00	25,900.00	5,406.37	1,633.94	18,859.69
4351	Vehicle FUEL	25,525.00	25,525.00	25,270.23	3,479.77	3,225.00-
4399	M&S Misc -undesignated		40,000.00			40,000.00
4400	Non-Capital Equipment (Up to \$	33,741.00	38,241.00	10,340.02	47,378.58	19,477.60-
5100	Subagreement for Services	176,461.00	176,461.00	105,999.97	53,000.03	17,461.00
5200	Travel & Conferences	58,381.00	72,498.00	6,662.58	11,798.43	54,036.99
5300	Dues & Membership	9,026.00	9,026.00	1,583.40	7,014.20	428.40
5400	Insurance-Fire, liability, etc	55,080.00	55,080.00		58,693.15	3,613.15-
5510	Power	90,183.00	90,183.00	70,077.35	19,396.65	709.00
5520	Garbage	12,813.00	12,813.00	5,430.90	1,636.78	5,745.32
5530	Water	64,350.00	64,350.00	36,493.43	12,506.57	15,350.00
5540	Propane	65,000.00	65,000.00	42,881.50	1,672.93	20,445.57
5590	Miscellaneous Utilities	15,500.00	15,500.00	14,172.91	827.09	500.00
5600	Rentals, Leases & Repairs	106,450.00	106,450.00	70,425.47	17,202.02	18,822.51
5800	Services & Operating Expense	4,300.00	4,300.00	1,350.00	450.00	2,500.00
5810	Legal Expenses	7,078.00	7,078.00	4,584.00	416.00	2,078.00
5812	Board Election Expense	2,500.00	2,500.00			2,500.00
5840	Audit Expense	17,000.00	17,000.00	10,300.00	7,000.00	300.00-
5860	Solid Waste Tax	12,161.00	12,161.00	2,973.49	8,948.80	238.71
5890	Contracts/Servic	445,552.00	445,552.00	376,863.06	58,696.26	9,992.68
5899	SCOE Interagency Reimburse			18,271.87	8,353.06	26,624.93-
5900	Communications	3,875.00	3,875.00		2,288.25	1,586.75
5910	Telephone-Monthly Service	17,252.00	17,252.00	6,522.77	1,128.94	9,600.29
5920	T Lines	4,800.00	4,800.00			4,800.00
5990	Other Communications	225.00	225.00	.27	225.22	.49-
6200	Building & Improvements	114,545.00	114,545.00			114,545.00
6400	Equipment	135,655.00	135,655.00			135,655.00
6500	Equipment Replacement	109,875.00	109,875.00	22,252.10		87,622.90
7110	Out-of-State Tuition	104,450.00	104,450.00			104,450.00
7310	Direct Support/Indirect Costs					.00
7616	Trans fr Gen Fund to Cafeteria	68,067.00	68,067.00			68,067.00
7619	Other Interfund Transfers Out	275,000.00	275,000.00		230,000.00	45,000.00
Total for Fund 01 and Expense accounts		6,204,049.00	6,267,166.00	3,628,478.61	1,579,918.43	1,058,768.96
Fund 13 - Cafeteria						
2200	Classified Support Salaries	70,721.00	70,721.00	59,932.29	14,316.87	3,528.16-

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2018, Period = 4, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 0, Page Break? = N)

ESCAPE ONLINE

Balances through October						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 13 - Cafeteria (continued)						
3202	Public Employees Retirement Sy	8,372.00	8,372.00	7,098.48	1,815.04	541.52-
3312	OASDI-Classified Positions	4,224.00	4,224.00	3,587.45	856.30	219.75-
3322	Medicare-Classified Positions	987.00	987.00	838.97	200.25	52.22-
3402	Health & Welfare-Classified Po	17,537.00	17,537.00	14,029.28	3,428.38	79.34
3502	State Unemployment Insurance-	36.00	36.00	29.94	7.15	1.09-
3602	Workers' Compensation Insuranc	2,648.00	2,648.00	1,986.38	474.14	187.48
4340	Food Service	9,011.00	9,011.00	4,319.89	785.29	3,905.82
4400	Non-Capital Equipment (Up to \$	5,000.00	5,000.00			5,000.00
4700	Food	45,758.00	45,758.00	31,120.91	10,316.28	4,320.81
5200	Travel & Conferences	710.00	710.00			710.00
5600	Rentals, Leases & Repairs	2,800.00	2,800.00		1,805.32	994.68
5800	Services & Operating Expense	1,256.00	1,256.00	350.00		906.00
5890	Contracts/Servic	800.00	800.00		264.00	536.00
5900	Communications	421.00	421.00			421.00
Total for Fund 13 and Expense accounts		170,281.00	170,281.00	123,293.59	34,269.02	12,718.39
Fund 40 - Dist Build						
6200	Building & Improvements	75,000.00	75,000.00		15,294.80	59,705.20
6500	Equipment Replacement	200,000.00	200,000.00	396,997.60	62,431.40	259,429.00-
Total for Fund 40 and Expense accounts		275,000.00	275,000.00	396,997.60	77,726.20	199,723.80-
Fund 73 - Bechen						
5800	Services & Operating Expense	6,000.00	6,000.00			6,000.00
Total for Fund 73 and Expense accounts		6,000.00	6,000.00	.00	.00	6,000.00
Total for Org 006 - Sierra-Plumas Joint Unified School District		6,655,330.00	6,718,447.00	4,148,769.80	1,691,913.65	877,763.55

ENROLLMENT BY SCHOOL MONTH 2017-2018

	Loyalton Elementary	Loyalton Jr High	Loyalton Sr High	Downieville Elementary	Downieville Jr/Sr High	Sierra Pass Cont	Long Term ISP/SDC	TOTAL
Ending 2016-2017	179	60	97	25	23	1	included in site #	385
1st Day 2017-2018	203	51	107	27	22	1	included in site #	411
2017 CALPADS							included in site #	

Month	1	2	3	4	5	6	7	8	9	10
September	204	52	105	27	22	2	included in site #			412
October	204	52	105	28	22	2	included in site #			413
November							included in site #			
December							included in site #			
January							included in site #			
February							included in site #			
March							included in site #			
April							included in site #			
May							included in site #			
June							included in site #			

2016-17	S-PJUSD	SCOE	Washoe
P2 ADA	361.33	1.7	15
2017-18	S-PJUSD	SCOE	Washoe
P1 ADA			
P2 ADA			

Enrollment difference from June 9, 2017, to

October 20, 2017: +28

Long Term ISP: LES 8 LHS 4

MINUTES of the GOVERNING BOARD of
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Immediately following the 6:00 pm meeting of the Sierra County Board of Education
October 10, 2017
Downieville School, 130 School St., Downieville, CA 95936
This meeting was video conferenced to Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118

A. CALL TO ORDER

B. PRESENT

Mr. Mike Moore, President
Ms. Patty Hall, Vice President
Mr. Allen Wright, Clerk
Mr. Tim Driscoll, Member
ABSENT: Ms. Sharon Dryden, Member

C. APPROVAL OF AGENDA

DRISCOLL/HALL
4/0

D. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report

- a. Downieville Boiler Schedule – Delivery Schedule for Boiler changes installation dates. There was concern from a member of the public that provisions be made for heat in case the current boiler breaks down
- b. Tractor – a new tractor shared by Loyalton Elementary and Loyalton High Schools is considered.
- a. Early Release Wednesdays-Dr. Grant defined the teacher training as a powerful and productive investment in quality teacher learning

2. Business Report

- a. Account Object Summary-Balance from 07/01/17 to 9/30/17
- b. First Month Enrollments for the 2017-2018 School Year
- c. Cafeteria Report- Costs reflected improvements and different vendors resulted in higher cost per meal; looking to bring down the cost per meal over time. (Breakdown filed with Minutes)
- d. Administrative Assistant Interview Panel – Dr. Grant requested two presidents to be on the panel.

3. Staff Reports (5 minutes)

Andrea Ceresola, Loyalton Elementary School site administrator reported on Headlands, 5th grade went to Sierra Nevada Journeys at Grizzly Creek (Science focus).

Tom Jones, Loyalton High School site administrator, mentioned he is proud of the teachers collaborating on common goals; attention is given to interventions for low performing students
WASC accreditation review scheduled for April 30-May 3, 2018

Megan Meschery, Curriculum Coordinator, reported on Early Release Wednesday teacher training: Using state standards to create priority standards; teamwork is developing between teachers and admin to determine which students need more support or enhanced curriculum.

Downieville Merrill Grant reported that new hires fit in with the Downieville team. Special Education teacher providing additional administration.

4. Board Members' Report (5 minutes)

HALL: Attended Ashland trip/thanked the Sierra Schools Foundation for funding that trip,

Sierra-Plumas Joint Unified School District
Governing Board Agenda
October 10, 2017

Downieville 7th and 8th grade car wash, Senior Class assisted in wedding planning and earned \$1000 to the senior class.

Brown Act book received by board members

5. Public Comment opened at 7:08 pm and closed without comment.

E. CONSENT CALENDAR

1. Approval of the minutes of the Regular Board meeting held September 12, 2017
WRIGHT/DRISCOLL
3/0
1 Abstain
1 Absent
2. Approval of Board Report – Checks Dated 9/01/17 through 9/30/17
3. Approval of Assignment of Augustine Corcoran to the 2017-2018 Loyaltan High Boys Junior Varsity Basketball Coach position
4. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending September 30, 2017. 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 September 30, 2017.
HALL/DRISCOLL
4/0

F. ACTION ITEMS

Unfinished Business and General Orders

1. Approval of Superintendent Goals (Grant)
DRISCOLL/HALL
4/0

New Business

1. **Public Hearing** to allow comments on the sufficiency of textbooks and instructional materials for kindergarten through 12th grade in each subject and to assure that they are aligned with the state standards adopted pursuant to Ed. Code §60605 or 60605.8 and meet the reporting and sufficiency requirements contained in Ed. Code §60119 opened at 7:11 pm and closed without comment.
2. Adoption of Resolution No. 18-003, Sufficiency of Textbooks or Instructional Materials
Roll Call Vote
DRISCOLL/HALL
DRISCOLL AYE
HALL AYE
MOORE AYE
WRIGHT AYE
4/0
1 ABSENT

Sierra-Plumas Joint Unified School District
Governing Board Agenda
October 10, 2017

3. Adoption of Resolution No. 18-005, Shoes for Crews Slip Trip Fall Prevention Policy
Roll Call Vote
MOORE tabled this item to the next board meeting. More research is required. There was no objection from the board.
4. Approval of Transportation Clerk hourly wage on the Classified Salary Schedule, effective September 12, 2017
WRIGHT/HALL
4/0
1 ABSENT
5. Approval of Assignment of Joan Taylor-Fillman to the part-time (5 hours weekly) Transportation Clerk position, effective October 3, 2017
DRISCOLL/HALL
4/0
1 ABSENT
6. Approval of Assignment of Carla Truhett to the part-time (2.5 hours weekly) Custodian position, effective October 4, 2017
WRIGHT/HALL
4/0
1 ABSENT
7. Approval to grant Hall/Playground Supervisors the Instructional Aide salary schedule when he/she serve in both positions in their daily assignment, effective August 28, 2017
WRIGHT/HALL
4/0
1 ABSENT
8. Authorization for Superintendent to enter into an Addendum to Existing University Internship Agreement with National University
WRIGHT/DRISCOLL
4/0
1 ABSENT
9. Authorization for Superintendent to enter into a Licensing Agreement with Document Tracking Services
DRISCOLL/HALL
4/0
1 ABSENT
10. CAASPP Presentation made by Tom Jones and Dr. Grant – used the CAASPP graphs from the CDE website to demonstrate comparisons.
1 ABSENT
11. Discussion on Sierra County and the District entering into real estate transaction regarding Sierraville School
Dr. Grant began the conversation by indicating the Supervisors are interested in revenue sharing and maintenance responsibilities. The topic of acquiring the Sierraville School was discussed at the Board of Supervisors meeting and they are interested in pursuing options.

The original MOU between the County and school district has been in effect since 2006.

The board recognizes the school as a community asset to the Sierra Valley.

The board discussed income and expenses currently on the books, the value of the property financially and to the community, comparisons to other sales of school district property, what is most advantageous to our students and school district, consideration of a sale which provides ways to improve our educational program.

WRIGHT: The Board of Supervisors represents the community of Sierraville. The active members of the community should be brought in on this discussion.

DRISCOLL: Affirmed community involvement. Discussed the value of the building/property.

The board addressed the recent Historical Site registration as well as its ADA compliance.

Dr. Grant: Confirmed that the board wants information on the property and that research must be done on what it means to participate in a transaction with another public agency.

Member of the public: Will the building be needed if there is a failure at one of the Loyalton sites? Where would students go otherwise? Could Sierraville site be used to set up portables? Could an agreement be set up for this purpose?

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

HALL motioned to approve Items 12 through 17, with changes applied at the Sierra County Office of Education meeting/DRISCOLL seconded.

4/0

1 Absent

12. Board Policy Revised & Administrative Regulation Deleted, 0000, Vision
13. Board Policy 0100, Philosophy
14. Board Policy 2140, Evaluation of the Superintendent
15. Board Policy and Exhibit 6161.1, Selection and Evaluation of Instructional Materials
16. Board Policy 7212, Mello-Roos Districts
17. Board Policy 7214, General Obligation Bonds

G. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on November 14, 2017, at Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118, beginning with Closed Session, at 5 pm and the Regular Board Meeting following the Sierra County Board of Education meeting at 6 pm.
2. Suggested Agenda items
 - a. Resolution
 - b. Dashboard presentation
 - c. Sierraville School Discussion

H. ADJOURN

DRISCOLL/WRIGHT

4/0

1 Absent

Allen Wright, Clerk

Dr. Merrill M. Grant, Superintendent

Checks Dated 10/01/2017 through 10/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00081917	10/11/2017	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		101.56
00081918	10/11/2017	AMERIGAS	01-5540	PROPANE	419.29	
			01-5899	PROPANE	25.58	444.87
00081919	10/11/2017	AVAYA, INC	01-5600	PHONE SYSTEM LOY/DVL		213.74
00081920	10/11/2017	B & C TRUEVALUE HOME CENTER	01-4320	MISC MAINTENANCE SUPPLIES		134.95
00081921	10/11/2017	BLICK ART MATERIALS	01-4301	Sketchboards		49.20
00081922	10/11/2017	KATRINA BOSWORTH	01-4301	CLASSROOM SUPPLIES		66.61
00081923	10/11/2017	CALIFORNIANS DEDICATED TO EDUCATION FOUNDATION	01-5200	REGISTRATION		690.00
00081924	10/11/2017	CDW GOVERNMENT, INC	01-4300	Printer	284.84	
				Supplies	90.99	375.83
00081925	10/11/2017	NORTHERN SECTION, CIF	01-5200	REGISTRATION		40.00
00081926	10/11/2017	CITY OF LOYALTON	01-5530	WATER AND SEWER - LOYALTON SITES	3,383.29	
			01-5899	WATER AND SEWER - LOYALTON SITES	209.57	3,592.86
00081927	10/11/2017	CMC-ASILOMAR	01-5200	REGISTRATION		175.00
00081928	10/11/2017	BLAINE DONNELLY	01-4330	HARD DRIVES		172.97
00081929	10/11/2017	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530	Water		283.50
00081930	10/11/2017	EASTERN PLUMAS HEALTH CARE	01-5890	EMPLOYMENT PHYSICALS		106.00
00081931	10/11/2017	EDUCATIONAL RESOURCE SERVICES	01-5200	REGISTRATION		224.00
00081932	10/11/2017	FOREST VIEW SCREENING	01-5890	DOT CONSORTIUM		134.00
00081933	10/11/2017	MIKE HALE	01-5890	MILEAGE REIMBURSEMENT		160.50
00081934	10/11/2017	HARBOR FREIGHT TOOLS	01-4400	SHOP EQUIP/SUPPLIES		245.98
00081935	10/11/2017	BARBARA JAQUEZ	01-5890	WEBSITE HOSTING		187.50
00081936	10/11/2017	JONES PRECISION KEY & LOCK	01-5890	CHANGE LOCKS		182.18
00081937	10/11/2017	K 12 MANAGEMENT DBA FUELED	01-5890	ONLINE COURSES		5,000.00
00081938	10/11/2017	MARIAN LAVEZZOLA	01-5600	TECH COTTAGE RENTAL		200.00
00081939	10/11/2017	LES SCHWAB TIRE CENTER	01-4350	Brake Replacement	55.14	
				MAINT TRUCK SERVICE	881.77	
				Vehicle Maintenance	332.19	1,269.10
00081940	10/11/2017	LIBERTY UTILITIES	01-5510	ELECTRIC - LOYALTON SITES	4,103.70	
			01-5899	ELECTRIC - LOYALTON SITES	109.67	4,213.37
00081941	10/11/2017	MCRUFFY PRESS, LLC	01-4300	INSTRUCTIONAL SUPPLIES	568.10	
				Unpaid Sales Tax	38.40-	529.70
00081942	10/11/2017	MERIDIAN	01-4300	Student Planners	964.45	
				Unpaid Sales Tax	59.45-	905.00
00081943	10/11/2017	MEGAN A. MESCHERY	01-5200	PER DIEM		29.00
00081944	10/11/2017	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		533.73

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 10/01/2017 through 10/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00081945	10/11/2017	MIKE MOORE	76-9576	H/W REIMBURSEMENT		693.17
00081946	10/11/2017	MOUNTAIN MESSENGER	01-5890	ADVERTISEMENTS AND PUBLIC HEARINGS		47.50
00081947	10/11/2017	NATIONAL BUSINESS FURNITURE	01-4400	ENGRAVED BENCH		770.72
00081948	10/11/2017	NORTHAM DISTRIBUTING, INC.	13-4340	CAFE FOOD/SUPPLIES	171.79	
			13-4700	CAFE FOOD/SUPPLIES	527.72	699.51
00081949	10/11/2017	OFFICE DEPOT	01-4300	Supplies	152.11	
			01-4301	Batteries	34.73	
				Supplies	100.25	
			01-4302	Office Supplies	183.80	
			01-4330	Magnetic Cork Board	508.98	
				Office Supplies	170.33	1,150.20
00081950	10/11/2017	OLIVER WORLDCLASS LABS	01-4400	SMARTBOARD	4,238.85	
			01-5890	REMOVE/REPLACE PROJECTOR	200.00	4,438.85
00081951	10/11/2017	AMANDA OSBURN	01-5200	PER DIEM		168.33
00081952	10/11/2017	PEARSON EDUCATION	01-4301	math workbook		199.82
00081953	10/11/2017	PRO PACIFIC FRESH	13-4700	FOOD AND SUPPLIES		257.02
00081954	10/11/2017	PROMEVO, LLC	01-4400	CHROMEBOOKS		1,747.92
00081955	10/11/2017	QUILL CORPORATION	01-4320	comfortable chair	167.30	
			01-4330	Toner for Merrill's Office	332.46	499.76
00081956	10/11/2017	RAY MORGAN COMPANY	01-5600	COPIER AGREEMENT		846.29
00081957	10/11/2017	RENAISSANCE LEARNING, INC.	01-5890	AR/STAR PROGRAMS		12,187.50
00081958	10/11/2017	ROTARY CLUB OF LOYALTON	01-5200	ROTARY DUES/MEALS	391.00	
			01-5300	ROTARY DUES/MEALS	120.00	511.00
00081959	10/11/2017	SAN FRANCISCO MARRIOT MARQUIS	01-5200	HOTEL ACCOMODATIONS		952.51
00081960	10/11/2017	SANTA CRUZ BICYCLES	01-8650	REFUND FACILITY USE FEES		1,465.00
00081961	10/11/2017	SCHOOL INNOVATIONS & ACHIEVEMENTS	01-5890	MANDATED COST CONTRACT	3,375.00	
			01-5899	MANDATED COST CONTRACT	1,125.00	4,500.00
00081962	10/11/2017	SCHOOL SPECIALTY	01-4301	CLASSROOM SUPPLIES	317.37	
			01-4305	ART SUPPLIES	1,155.80	
			13-4340	CASHIER SUPPLIES	37.19	1,510.36
00081963	10/11/2017	SCHOOL PATHWAYS LLC	01-5800	REPORT WRITER		150.00
00081964	10/11/2017	SIERRA BOOSTER	01-5890	ADVERTISEMENTS/LEGAL/PUBLIC NOTICES		36.55
00081965	10/11/2017	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE		289.50
00081966	10/11/2017	SIERRA HARDWARE	01-4320	Misc items for school maintenance		42.10
00081967	10/11/2017	SIERRA-PLUMAS JOINT UNIFIED	01-5890	BANK SERVICE FEES	178.54	

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 10/01/2017 through 10/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00081967	10/11/2017	SIERRA-PLUMAS JOINT UNIFIED	13-4340	BANK SERVICE FEES	1.40	179.94
00081968	10/11/2017	SIERRA TRANSPORTATION COMPANY, LLC	01-5100	TRANSPORTATION	13,250.01	
			01-5890	TRANSPORTATION	2,083.33	15,333.34
00081969	10/11/2017	TRISTAN STUDER	73-9510	BECHEN SCHOLARSHIP		3,000.00
00081970	10/11/2017	TRI COUNTY SCHOOLS INS. GR.	01-9535	OCT 2017 HEALTH INSURANCE	11,568.00	
			76-9576	OCT 2017 HEALTH INSURANCE	73,465.08	85,033.08
00081971	10/11/2017	US FOODSERVICE, INC.	13-4340	CAFETERIA - FOOD AND SUPPLIES	310.42	
			13-4700	CAFETERIA - FOOD AND SUPPLIES	2,251.58	2,562.00
00081972	10/11/2017	CHERI VANDAAM	13-4340	CAFETERIA SUPPLIES		16.45
00081973	10/24/2017	B & C TRUEVALUE HOME CENTER	01-4320	MISC MAINTENANCE SUPPLIES		38.60
00081974	10/24/2017	BIG CERAMIC STORE LLC C/O VERTANA GROUP LLC	01-4301	Supplies	302.12	
				Unpaid Sales Tax	20.42-	281.70
00081975	10/24/2017	BRADY INDUSTRIES	01-4320	CUSTODIAL SUPPLIES	260.30	
			01-5899	CUSTODIAL SUPPLIES	14.44	
				Unpaid Sales Tax	5.56-	269.18
00081976	10/24/2017	CALIFORNIA ASSOC. FFA ANGIE MILES, FINANCIAL SERVICE	01-4300	Leadership Packets	467.50	
			01-5200	REGISTRATION	825.00	1,292.50
00081977	10/24/2017	DOCUMENT TRACKING SERVICES, LLC	01-5890	SCHOOL ACCOUNTABILITY REPORTING		1,170.00
00081978	10/24/2017	EDGEWAVE, INC. ATTN: ACCOUNTS RECEIVABLE	01-5890	EMAIL/INTERNET FILTERING		1,728.00
00081979	10/24/2017	GRAINGER, INC.	01-4320	Supplies		132.71
00081980	10/24/2017	GRIZZLY INDUSTRIAL, INC	01-4300	Shop supplies	277.55	
			01-4400	Shop supplies	715.36	
				Unpaid Sales Tax	58.88-	934.03
00081981	10/24/2017	HUNT & SONS, INC.	01-5590	Heating oil		827.09
00081982	10/24/2017	LOYALTON BOOSTER CLUB	01-4305	FUEL REIMBURSEMENT		96.23
00081983	10/24/2017	MOBY MAX	01-5200	TRAINING		2,500.00
00081984	10/24/2017	NASCO MODESTO CORP.	01-4301	INSTRUCTIONAL SUPPLIES		70.02
00081985	10/24/2017	NEVADA POWER PRODUCTS, INC	01-4320	TRACTOR PARTS		467.75
00081986	10/24/2017	NORTHAM DISTRIBUTING, INC.	13-4700	CAFE FOOD/SUPPLIES		230.03
00081987	10/24/2017	NSADA	01-5300	NSADA Registration		70.00
00081988	10/24/2017	PACIFIC GAS & ELECTRIC COMPANY	01-5510	ELECTRIC		2,394.95
00081989	10/24/2017	PEARSON EDUCATION	01-4100	MATH TEXTBOOKS		1,782.99
00081990	10/24/2017	PRO PACIFIC FRESH	13-4700	FOOD AND SUPPLIES		39.31
00081991	10/24/2017	RARE EARTH LANDSCAPE MATERIALS	01-4320	PLAYGROUND CHIPS		688.54
00081992	10/24/2017	RAY MORGAN COMPANY	01-4330	Copy Machine Staples		150.79
00081993	10/24/2017	SCHOOL SPECIALTY	01-4301	Class supplies		36.94

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 10/01/2017 through 10/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00081994	10/24/2017	SCHOOLOUTLET.COM	01-4400	TABLES		1,216.78
00081995	10/24/2017	SIERRA COUNTY TREASURER	01-5860	SOLID WASTE FEE - ALL SITES		8,948.80
00081996	10/24/2017	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	550.10	
			01-5899	GARBAGE SERVICE	9.90	560.00
00081997	10/24/2017	SIERRA VALLEY HOME CENTER	01-4320	CUSTODIAL & MAINT. SUPPLIES	32.40	
				MAINT. SUPPLIES	633.80	
				Maintenance supplies	58.71	
			01-4350	MISC. BUS SUPPLIES	33.63	758.54
00081998	10/24/2017	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		143.00
00081999	10/24/2017	TERMINIX PROCESSING CENTER	01-5890	PEST CONTROL -LES/LHS		123.00
00082000	10/24/2017	U.S. BANK	01-4300	Adobe Creative Cloud	79.97	
				Binders	80.25	
				CLASSROOM SUPPLIES	575.46	
				Supplies	249.78	
				Textbooks	238.03	
			01-4301	Batteries	29.08	
				Composition Books	56.84	
				language	602.85	
			01-4302	CLASSROOM SUPPLIES	387.39	
			01-4305	Athletics First Aid Supplies	210.98	
				Canopy	264.86	
			01-4320	OFFICE SUPPLIES	32.10	
			01-4330	ADOBE PRO SUBSCRIPTION	11.24	
				BROWN ACT PUBLICATION	148.81	
				DISPLAYPORT ADAPTERS	168.90	
				GRADING SOFTWARE	49.95	
				NURSE SUPPLIES	172.29	
				WEBSITE/DOMAIN REG/ANTIVIRUS	12.76	
			01-4351	Fuel for Maintenance	40.00	
			01-5890	WEBSITE DOMAIN HOSTING	100.85	
				WEBSITE/DOMAIN REG/ANTIVIRUS	25.51	
			01-5899	ADOBE PRO SUBSCRIPTION	3.75	
				OFFICE SUPPLIES	75.07	
			01-5990	OFFICE SUPPLIES	225.22	
				Unpaid Sales Tax	42.69-	3,799.25
00082001	10/24/2017	VERIZON WIRELESS	01-5910	CELL PHONE SERVICE		184.31
00082002	10/24/2017	VOYAGER FLEET SYSTEMS INC.	01-4305	FUEL FOR ATHLETIC TRIPS	500.95	

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 10/01/2017 through 10/31/2017

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00082002	10/24/2017	VOYAGER FLEET SYSTEMS INC.	01-4351	BUS FUEL	2,734.86	
				Fuel for Maintenance	340.77	
			01-5200	Fuel for Ag	53.77	
				Fuel for Field Trips	121.59	3,751.94
Total Number of Checks					86	194,236.55

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	77	112,927.06
13	Cafeteria Fund	9	4,376.64
73	Foundation Trust (Bechen)	1	3,000.00
76	Warrant/Pass Through (payroll)	2	74,158.25
Total Number of Checks		86	194,461.95
Less Unpaid Sales Tax Liability			225.40
Net (Check Amount)			194,236.55

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.

**AGREEMENT BETWEEN
SIERRA-PLUMAS JOINT SCHOOL DISTRICT
AND
EINEN M. GRANDI**

This Agreement is effective on July 1, 2017, between the Sierra-Plumas Joint Unified School District, hereinafter referred to as "DISTRICT," with principle offices located at 109 Beckwith Road, Loyalton, California, and EINEN M. GRANDI, referred to herein as "CONTRACTOR."

Recitals

- A. DISTRICT owns property consisting of about 13.29 acres, APN# 016-020-0520, in Sierra County, California, more particularly described in Exhibit A, attached to this lease and made a part of it.
- B. The property is currently unimproved land, covered by a Land Conservation Act or Farmland Security Zone contract, zoned Agriculture by Sierra County.
- C. DISTRICT and CONTRACTOR desire to encompass share cropping for the purpose of growing hay crops.

For the reasons above stated, and in consideration of the covenants contained in this agreement, the parties agree as follows:

OPERATIVE PROVISIONS

1. CONTRACTOR'S RESPONSIBILITY.

CONTRACTOR shall provide all labor and costs associated with farming the land to grow said crop, including, but not limited to, seed, fertilizer, herbicides, disking, harrowing, planting, spraying, and the costs of harvesting said crop such as cutting, raking, baling and hauling.

CONTRACTOR shall furnish all equipment, and other materials, which may be required to harvest the undeveloped agricultural pursuant to this Agreement.

2. DISTRICT'S RESPONSIBILITY.

Provide the farm ground for growing the crop, generally alfalfa, and all associated costs for growing said crop, including, but not limited to, irrigation.

3. TERM.

Commencement Date: July 1, 2017

Termination Date: June 30, 2020

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "A".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "B" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Dr. Merrill Grant, Superintendent is the designated representative of the DISTRICT and appoints DISTRICT Agricultural Teacher to administer this Agreement for the DISTRICT. Eimen M. Grandi is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Additional Provisions
Attachment B - General Provisions

9. AGREEMENT DATE. The Agreement Date is July 1, 2017.

ATTACHMENT A
ADDITIONAL PROVISIONS

1. Harvested crops will be split 50/50 between CONTRACTOR and the DISTRICT.
2. Option to renew on a year to year basis at the end of the three-year term.

ATTACHMENT B GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The CONTRACTOR") shall not be, for any purpose of this Agreement, an employee of DISTRICT. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code Section 6000, et seq.*, or otherwise. As an independent CONTRACTOR, the following shall apply:

- 1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
- 1.2 CONTRACTOR shall be responsible to DISTRICT only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to DISTRICT'S control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- 1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- 1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through DISTRICT, and DISTRICT *shall* not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of DISTRICT.
- 1.5 The CONTRACTOR shall not be entitled to have DISTRICT withhold or pay, and DISTRICT shall *not withhold or pay*, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of DISTRICT.
- 1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any DISTRICT fringe benefit program including, but not limited to, DISTRICT'S pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to DISTRICT'S employees.
- 1.7 DISTRICT shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
- 1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent CONTRACTOR and not as an employee of DISTRICT.
- 1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the DISTRICT in any way without the written consent of the DISTRICT.

2. **LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to DISTRICT that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform its profession. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to perform its profession at the time the services are performed.

3. CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.
4. TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
5. INSURANCE.

5.1

Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to DISTRICT, naming the DISTRICT and DISTRICT's officers, employees, as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

- 5.1.1 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per incident and Five Hundred Thousand (\$500,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).
- 5.1.2 Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than Three Hundred Thousand Dollars (\$300,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.
- 5.1.3 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to DISTRICT.

5.5 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverage's and endorsements to:

Sierra-Plumas Joint Unified School District
P.O. Box 955
Loyalton, CA 96118

5.6 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to DISTRICT as previously described. If CONTRACTOR shall fail to

procure and maintain said insurance, DISTRICT may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to DISTRICT upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to DISTRICT a renewal or new policy to take the place of the policy expiring.

5.7 Any subcontractors(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section 5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

6. INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT, its selected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.

7. CONTRACTOR NOT AGENT. Except as DISTRICT may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

8. ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

9. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that DISTRICT, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from DISTRICT of its desire for removal of such person or persons.

10. STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to DISTRICT pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.

11. POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code (107)*. For all purposes of compliance by DISTRICT with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the DISTRICT. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the DISTRICT and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

12. TAXES. CONTRACTOR hereby grants to the DISTRICT the authority to deduct from any payments to CONTRACTOR any DISTRICT imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

13. TERMINATION.

13.1 DISTRICT may terminate this Agreement upon sixty (60) working days written notice to the CONTRACTOR without liability for damages. DISTRICT shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement.

13.2 CONTRACTOR may terminate its services under this Agreement upon sixty (60) working days written notice to the DISTRICT, without liability for damages.

14. OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of DISTRICT, and CONTRACTOR agrees to deliver reproducible copies of such documents to DISTRICT on completion of the services hereunder. The DISTRICT agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

15. COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

16. SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

17. CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

18.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

19. TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

20. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

22. COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. **VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the district of Sierra, State of California.

26. **CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. **CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are *not* waived by DISTRICT and shall apply to any claim against DISTRICT arising out of any acts or conduct under the terms and conditions of this Agreement.

28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

29. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect thereon.

30. **CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to DISTRICT a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

31. CONFLICT OF INTEREST.

31.1 **LEGAL COMPLIANCE.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

31.2 **ADVISEMENT.** CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of the question.

31.3 **ADMONITION.** Without limitation of the covenants in subparagraphs 31.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision 31 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of DISTRICT in which such officer has a direct or indirect financial interest. A

violation occurs if the public officer influences or participates in any DISTRICT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

32. **NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the DISTRICT or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the nondiscrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

33. **JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

34. **ATTORNEY FEES.**

34.1 **NEGOTIATION.** In the event any dispute arising under the terms of this Agreement, the Parties involved in the dispute shall meet and confer within seventy-two hours of the request of any Party with the objective of negotiation in good faith to resolving such disputes. If, within seven (7) calendar days of this meeting, or such longer period as may be agreed upon by the Parties' mutual satisfaction, the Parties agree to submit the dispute to mediation unless either Party elects arbitration, in which case the dispute shall be submitted to arbitration without first requiring mediation.

34.2 **MEDIATION.** In the event of mediation, the Parties shall mutually select a mediator to facilitate the resolution of the dispute by mediation. The Parties requesting mediation shall request a list of three mediators from the Judicial Arbiter Group ("JAG") in Sacramento, California. Each Party, beginning with the Party requesting mediation, will strike one name from the list until one-name remains, which shall be the mediator. The mediator shall conduct such proceedings, as he or she deems appropriate to resolve the dispute. The fees and expense of the mediator shall be divided equally between the Parties, provided each Party shall be responsible for their own costs, including the cost of counsel, related to the mediation. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within sixty (60) calendar days of the initial request for mediation.

34.3 **ARBITRATION.** In the event either Party elects arbitration in place of mediation or if mediation was not successful in resolving the dispute, the Parties agree to submit the dispute to arbitration conducted by a neutral arbitrator ("Arbitrator"). The Arbitrator shall be from the Judicial Arbitration Mediation Services ("JAMS"), and the arbitration shall allow for reasonable discovery as agreed to by the Parties, or as directed by the arbitrator. The results of such arbitration shall be reduced to writing and will be binding. The prevailing Party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the Arbitrator. The Parties further agree that in any dispute resulting in arbitration, arbitration venues shall be in Sierra County, California.

35. NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "DISTRICT":
Sierra-Plumas Joint Unified School District Office
Post Office Box 955
Loyalton, CA 96118
530 993-1660 *838
530 993-0828 FAX

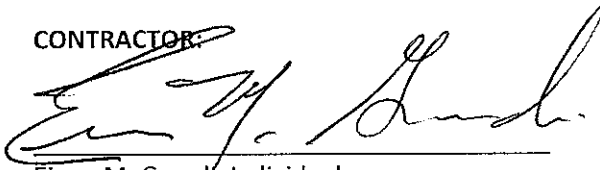
If to "CONTRACTOR":
Einen M. Grandi
P. O. Box 770
Loyalton CA 96118
530 993-4798
775 750-4798

DISTRICT:
Sierra-Plumas Joint Unified School District

Merrill M. Grant, Ed.D, Superintendent
Sierra-Plumas Joint Unified School District

Date: _____

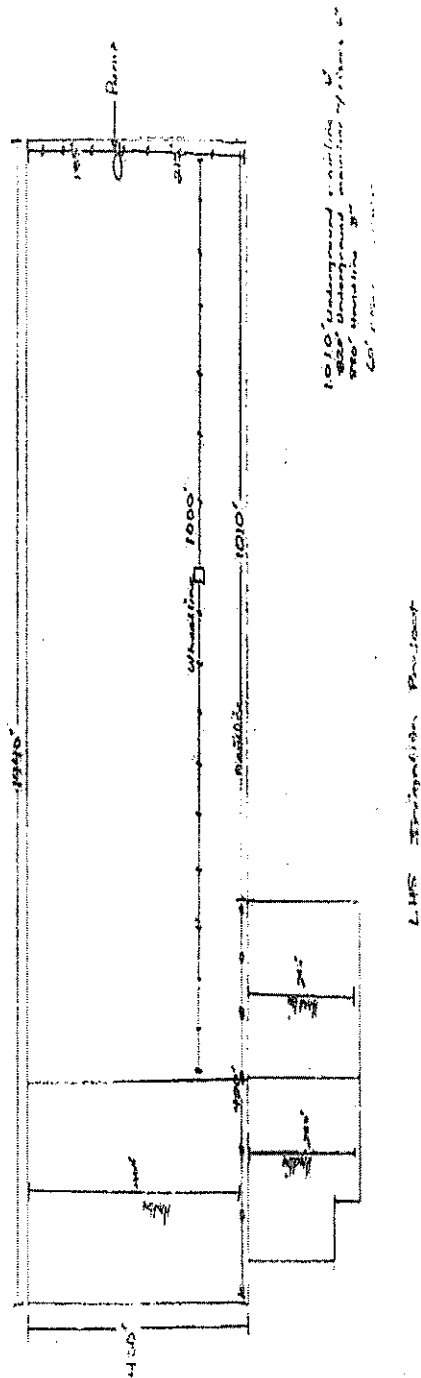
CONTRACTOR:



Einen M. Grandi, Individual

Date: 10-24-17

EXHIBIT A



APPLICATION AND PERMIT FOR USE OF SCHOOL PROPERTY

Request is hereby made by DFPD for use of the following School Property Downsville

For A Single Meeting on:

Hours: _____ to _____

OR For A Series of Meetings:

Monday Tuesday Wednesday Thursday Friday Saturday X Sunday

Beginning 11-12-2017 Ending 12-10-2018 Hours: 2:00 PM to 4:00 PM

Check Facilities Needed:

- Multipurpose Room
Classroom (How many?)
Library
Boys Shower and Locker Room
Girls Shower and Locker Room
Gym
Playfield
Football Field - Game Use
Football Field - Other Use
Baseball Field
Track
Kitchen (Access to the refrigerator and freezer is restricted.)
Other:

Check Equipment Needed:

- Folding Chairs (number:)
Tables
Other:

Use Purpose

- Non-profit youth only activity
School activity
Other: STUDENT CADET/FIRE FIGHTER FITNESS TRAINING

Is the event opened to the public? Yes No Attendance Expected: 10 Will paid entertainers, speakers, callers, etc. be used? Yes No

Will anything be offered for sale? Yes No Is an admission charge, donation, collection, dues or tuition fee required or solicited? Yes No

A refundable security and key deposit is required for use of District facilities/equipment. Groups over 25 may be charged extra for additional actual costs.

APPLICATION APPROVAL

SITE LEVEL:

- 1. Site Calendar Clear Yes No
2. This application is approved at the site level: Yes No Reason:
Principal: Date: 11/3/17

DISTRICT LEVEL

- 1. Verification of current Certificate of Liability Insurance and endorsement with Sierra-Plumas Joint Unified School District listed as additional insured on file at the District Office: Yes No Pending
2. Facility use fee charged? No Yes (Amount) 144 Pd?
3. Security Deposit (\$100) Owed? No Yes Pd?
4. Key Deposit (\$100) Owed? No Yes Pd?
5. Total Fees Collected: \$ Due: Verified: 11/3/17

SUPERINTENDENT

- 1. This application is approved. Yes No Superintendent: Date: 11/10/17

SIERRA-COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Sierraville, California

Loyalton, California



Downieville Fire Protection District

*Irving Christensen, Chair
Mike Galan, Vice Chair
Liz Fisher, Treasurer
Loryce Ashby, Sec./Bookkeeper*

*Mike Lozano, Chief
Donna McNamara, Commissioner
Richardd Halliday, Commissioner*

*PO Box 25, 321 Main Street, Downieville, California 95936-0025
Phone: (530)289-3333 - Fax: (530)289-0114 - Email: DVLFIRE73@YAHOO.COM*

cc

Sierra-Plumas Joint Unified School District,

The Downieville Volunteer Fire Department is applying for a Facility Use Agreement in order to facilitate a fitness program for the firefighters. We would like to be considered for an exemption regarding the fees as it is a volunteer organization.

Thank You for your consideration in this matter,

A handwritten signature in black ink, appearing to read "Michael Lozano", written over a horizontal line.

Michael Lozano

DFPD Fire Chief

*Downieville Volunteer Fire Department is one of the
Oldest Volunteer Fire Departments West of the Mississippi
Est. 1852*