

AGENDA FOR THE MEETING OF THE GOVERNING BOARD OF
THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

May 26, 2020

5:00pm CLOSED Session

Regular Session immediately follows the 6:00pm meeting of the Sierra County Board of Education

In accordance with the Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Governing Board of the Sierra-Plumas Joint Unified School District will hold meetings via Zoom Teleconferencing.

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 County Office of Education, Room 3, 109 Beckwith Road, 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. PUBLIC COMMENT FOR CLOSED SESSION

At this time, the meeting opens for any public comments regarding the Closed Session items.

E. CLOSED SESSION

The Board of Trustees and Superintendent James Berardi and Business Manager Nona Griesert will move into Closed Session to discuss the following item(s):

1. Government Code 54957.6

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Negotiator for the Board: James Berardi, Superintendent

Employee Organizations:

Unrepresented Employees: Classified Employees

2. Government Code 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

F. RETURN TO OPEN SESSION and ADJOURN FOR BREAK

G. RECONVENE

H. REPORT OUT FROM CLOSED SESSION

I. 6:00PM – RECESS TO THE SIERRA COUNTY BOARD OF EDUCATION MEETING

J. RECONVENE THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEETING

K. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report

- a. Budget and District Update

- b. Rescinded third RIF notice

- c. Most Recent Inter-District Variance Requests (see table below)

| New/Renewal | School Year | Grade Entering | District of Residence | Receiving District | Reason Given by Requestor | Backup Documentation Received? |
|-------------|-------------|----------------|-----------------------|--------------------|---------------------------|--------------------------------|
| Renewal | 2020-21 | 7 | SPJUSD | Tahoe-Truckee | Work in Truckee | Yes |

2. Business Report
 - a. Account Object Summary-Balance from 07/01/2019 to 04/30/2020**
 - b. Eighth Month Enrollments for the 2019-2020 School Year**
 - c. Letter from California Department of Education, 2019-2020 Second Interim Reports approved with warning of unknown impacts due to COVID-19^^
3. Staff Reports (5 minutes)
4. SPTA Report (5 minutes)
5. Board Member Reports (5 minutes)
6. 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. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter. (Education Code [35145.5](#); Bylaw 9322; Government Code [54954.3](#))

L. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held April 14, 2020**
2. Approval of minutes for the Special Board Meeting held May 07, 2020**
3. Approval of Board Report-Checks Dated 04/01/2020 through 04/30/2020**
4. Approval of Stacey Hood, Tom Jones and James Berardi as additional California Interscholastic Federation representatives for the 2020-2021 School Year**
5. Authorization for Superintendent to enter into agreement with School Services of California for the 2020-2021 Fiscal Year, Contract 2021-01D**
6. Authorization for Superintendent to enter into agreement with Einen Grandi for July 2020-June 2023 (*renewal*), Contract 2021-02D**
7. Authorization to enter into a Memorandum of Understanding between Sierra-Plumas Joint Unified School District and Sierra County Office of Education, Contract 2021-03D**

M. ACTION ITEMS

1. Old Business

PUBLIC HEARING – Collective Bargaining Disclosure Statement

- a. Public Hearing to receive public comment regarding Collective Bargaining Agreement (Item b)
- b. Approval of the Tentative Collective Bargaining Agreement for Classified Employees, 2019-2020 Negotiations for salary and benefits^^
- c. Completion of Bargaining, Classified Employees, 2019-2020 Negotiations^^
- d. Ad Hoc Committee for 2020-2021 Budget Considerations

2. New Business

PUBLIC HEARING – SPJUSD Budget

- a. Public Hearing to receive public comment on the 2020-2021 Proposed Budget

PUBLIC HEARING – Proposition 30, Education Protection Account

- b. Public Hearing to receive public comment on the use of Proposition 30 Funding for 2020-2021
- c. 2020-2021 Budget Slides*

- d. Approval of 2020-2021 Extra Duty Assignments and Stipends^^
 - e. Acceptance of resignation for Shelly Fischer, Library Aide, .33 FTE, 10 hours/week, Downieville School, effective June 12, 2020
 - f. Authorization to fill Library Aide, Downieville School, .33 FTE, 10 hours/week
 - g. Adoption of Resolution No. 20-010D, Use of funds in special Fund 40 for Downieville Capital Outlay projects**
- ROLL CALL VOTE

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

- h. 4113.5~4213.5~4313.5—Working Remotely
 - 1. Board Policy, *NEW^^*
- i. 6157—Distance Learning
 - 1. Board Policy, *NEW^^*

N. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on June 23, 2020 beginning with Closed Session as needed at 5:00pm and the Regular Board Meeting at 6:00pm.
*****Location to be determined*****
- 2. Suggested Agenda Items

O. ADJOURN



James Berardi, Superintendent

- ** enclosed
- * handout
- ^^ County agenda backup

| Balances through April | | | | | | Fiscal Year 2019/20 |
|-----------------------------|--------------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - General FD | | | | | | |
| 1100 | Teachers Salaries | 2,168,623.00 | 2,035,321.00 | 359,432.12 | 1,457,738.47 | 218,150.41 |
| 1105 | Per Diem - Same Day Travel | | 100.00 | | 22.00 | 78.00 |
| 1115 | Extra Duty Hourly | 5,000.00 | 20,000.00 | | 5,762.05 | 14,237.95 |
| 1120 | Certificated Substitutes | 53,569.00 | 58,697.00 | | 26,710.00 | 31,987.00 |
| 1300 | Certificated Superv/Admin Sala | 238,680.00 | 237,460.00 | 41,742.07 | 193,113.22 | 2,604.71 |
| 1310 | Teacher In Charge/Head Teacher | 14,000.00 | 14,000.00 | 2,000.00 | 9,221.47 | 2,778.53 |
| | Total for Object 1000 | 2,479,872.00 | 2,365,578.00 | 403,174.19 | 1,692,567.21 | 269,836.60 |
| 2100 | Instructional Aides Salaries | 209,327.00 | 222,275.00 | 49,516.78 | 160,559.52 | 12,198.70 |
| 2115 | Inst. Aide Extra Duty | 1,600.00 | 1,700.00 | | 269.83 | 1,430.17 |
| 2120 | Instructional Aides Substitute | 5,000.00 | 11,000.00 | | 14,565.54 | 3,565.54- |
| 2200 | Classified Support Salaries | 338,832.00 | 354,457.00 | 52,920.78 | 273,826.61 | 27,709.61 |
| 2201 | Bus Driver | 67,673.00 | 66,000.00 | 12,112.39 | 42,214.08 | 11,673.53 |
| 2215 | Classified Extra Duty | 7,500.00 | 7,500.00 | | 8,932.36 | 1,432.36- |
| 2220 | Classified Support Substitute | 7,264.00 | 35,000.00 | | 21,978.01 | 13,021.99 |
| 2300 | Classified Sup/Admin Salaries | 89,367.00 | 93,352.00 | 15,101.68 | 77,938.40 | 311.92 |
| 2400 | Clerical & Office Salaries | 177,862.00 | 145,703.00 | 30,366.55 | 109,133.10 | 6,203.35 |
| 2420 | Clerical & Office Sub Salaries | 5,000.00 | 5,000.00 | | 3,235.13 | 1,764.87 |
| 2900 | Other Classified Salaries | 10,969.00 | 11,071.00 | 1,893.46 | 7,743.68 | 1,433.86 |
| 2915 | Other Classified Extra Duty | | 500.00 | | 225.84 | 274.16 |
| 2920 | Other Classified Substitutes S | | 500.00 | | 459.60 | 40.40 |
| | Total for Object 2000 | 920,394.00 | 954,058.00 | 161,911.64 | 721,081.70 | 71,064.66 |
| 3101 | State Teachers Retirement Syst | 544,041.00 | 578,677.00 | 65,746.12 | 273,985.09 | 238,945.79 |
| 3102 | State Teachers Retirement Syst | 9,099.00 | 9,425.00 | | 256.50 | 9,168.50 |
| 3201 | Public Employees Retirement Sy | | 1,024.00 | | 23.67 | 1,000.33 |
| 3202 | Public Employees Retirement Sy | 163,457.00 | 201,682.00 | 25,868.46 | 120,337.30 | 55,476.24 |
| 3311 | OASDI-Certificated Positions | 1,549.00 | 1,636.00 | | 383.90 | 1,252.10 |
| 3312 | OASDI-Classified Positions | 55,324.00 | 56,769.00 | 9,745.15 | 42,958.83 | 4,065.02 |
| 3321 | Medicare-Certificated Position | 33,207.00 | 31,424.00 | 5,272.92 | 22,416.64 | 3,734.44 |
| 3322 | Medicare-Classified Positions | 12,957.00 | 13,324.00 | 2,279.15 | 10,148.55 | 896.30 |
| 3401 | Health & Welfare -Certificated | 424,769.00 | 485,889.00 | 95,816.16 | 386,379.06 | 3,693.78 |
| 3402 | Health & Welfare-Classified Po | 191,801.00 | 200,432.00 | 35,988.84 | 174,606.61 | 10,163.45- |
| 3501 | State Unemployment Insurance-C | 1,240.00 | 1,182.00 | 201.64 | 849.77 | 130.59 |
| 3502 | State Unemployment Insurance- | 461.00 | 476.00 | 80.97 | 359.10 | 35.93 |
| 3601 | Workers' Compensation Insuranc | 73,173.00 | 69,693.00 | 12,298.42 | 51,411.53 | 5,983.05 |
| 3602 | Workers' Compensation Insuranc | 27,454.00 | 28,240.00 | 5,039.04 | 21,944.06 | 1,256.90 |
| 3901 | Other Benefits, Certificated P | | 12,000.00 | | 13,773.80 | 1,773.80- |

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2020, Period = 10, 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 = 1, Page Break? = N)

| Balances through April | | | | | | Fiscal Year 2019/20 |
|---|---------------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - General FD (continued) | | | | | | |
| Total for Object 3000 | | 1,538,532.00 | 1,691,873.00 | 258,336.87 | 1,119,834.41 | 313,701.72 |
| 4100 | Textbooks | 151,912.00 | 163,295.00 | | 121,047.57 | 42,247.43 |
| 4200 | Books Other Than Textbooks | 750.00 | 750.00 | | | 750.00 |
| 4300 | Class Mat'l and Supplies | 48,728.00 | 40,243.00 | 936.31 | 32,607.29 | 6,699.40 |
| 4301 | Class Consumable Mat'l | 10,925.00 | 10,925.00 | 266.63 | 6,194.53 | 4,463.84 |
| 4302 | Class Paper/Toner | 12,000.00 | 12,000.00 | | 9,107.30 | 2,892.70 |
| 4305 | Other Student M&S | 24,477.00 | 31,180.00 | 3,193.92 | 23,777.26 | 4,208.82 |
| 4320 | Custodial Grounds Supplies | 43,250.00 | 29,550.00 | 4,713.24 | 35,437.19 | 10,600.43- |
| 4330 | Office Supplies | 24,990.00 | 10,500.00 | 558.40 | 10,545.12 | 603.52- |
| 4350 | Vehicle Maint. M&S | 26,379.00 | 42,500.00 | 1,856.06 | 5,226.73 | 35,417.21 |
| 4351 | Vehicle FUEL | 29,025.00 | 29,025.00 | 9,250.26 | 19,353.43 | 421.31 |
| 4400 | Non-Capital Equipment (Up to \$ | 81,954.00 | 100,578.00 | 1,144.30 | 84,579.78 | 14,853.92 |
| Total for Object 4000 | | 454,390.00 | 470,546.00 | 21,919.12 | 347,876.20 | 100,750.68 |
| 5100 | Subagreement for Services | 199,912.00 | 199,912.00 | 29,152.02 | 145,759.98 | 25,000.00 |
| 5200 | Travel & Conferences | 60,021.00 | 56,017.00 | 2,605.52 | 45,794.01 | 7,617.47 |
| 5300 | Dues & Membership | 11,754.00 | 10,000.00 | 482.35 | 8,939.74 | 577.91 |
| 5400 | Insurance-Fire, liability, etc | 60,000.00 | 75,080.00 | | 66,445.29 | 8,634.71 |
| 5510 | Power | 94,201.00 | 88,482.00 | 21,464.24 | 66,241.76 | 776.00 |
| 5520 | Garbage | 8,100.00 | 4,450.00 | 792.30 | 3,594.83 | 62.87 |
| 5530 | Water | 54,350.00 | 54,350.00 | 16,596.25 | 39,013.25 | 1,259.50- |
| 5540 | Propane | 59,125.00 | 59,125.00 | 9,365.91 | 54,977.68 | 5,218.59- |
| 5590 | Miscellaneous Utilities | 14,000.00 | 15,000.00 | 6,448.43 | 8,551.57 | .00 |
| 5600 | Rentals, Leases & Repairs | 106,558.00 | 80,850.00 | 34,119.77 | 25,546.11 | 21,184.12 |
| 5800 | Services & Operating Expense | 4,200.00 | 4,200.00 | 900.00 | 600.00 | 2,700.00 |
| 5810 | Legal Expenses | 20,000.00 | 20,000.00 | 4,662.50 | 1,025.00 | 14,312.50 |
| 5812 | Board Election Expense | 2,500.00 | 2,500.00 | | | 2,500.00 |
| 5840 | Audit Expense | 13,785.00 | 13,785.00 | | | 13,785.00 |
| 5860 | Solid Waste Tax | 11,211.00 | 14,000.00 | | 12,628.44 | 1,371.56 |
| 5890 | Contracts/Service | 631,756.00 | 568,694.00 | 121,002.27 | 386,375.51 | 61,316.22 |
| 5899 | SCOE Interagency Reimburse | | | 6,457.96 | 2,781.97 | 9,239.93- |
| 5900 | Communications | 3,000.00 | 3,000.00 | | 2,992.00 | 8.00 |
| 5910 | Telephone-Monthly Service | 10,000.00 | 11,000.00 | 2,650.34 | 8,041.76 | 307.90 |
| 5990 | Other Communications | 500.00 | 500.00 | | | 500.00 |
| Total for Object 5000 | | 1,364,973.00 | 1,280,945.00 | 256,699.86 | 879,308.90 | 144,936.24 |
| 6170 | Land Improvement | 10,500.00 | 31,500.00 | 14,641.00 | 15,195.16 | 1,663.84 |

| Balances through April | | | | | | Fiscal Year 2019/20 |
|---|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - General FD (continued) | | | | | | |
| 6200 | Building & Improvements | 10,500.00 | 10,500.00 | | | 10,500.00 |
| 6400 | Equipment | 107,768.00 | 978,868.00 | | 76,158.34 | 902,709.66 |
| 6500 | Equipment Replacement | 15,000.00 | 87,000.00 | | 37,212.33 | 49,787.67 |
| 6501 | Vehicle Replacement | 65,000.00 | 65,000.00 | | | 65,000.00 |
| | Total for Object 6000 | 208,768.00 | 1,172,868.00 | 14,641.00 | 128,565.83 | 1,029,661.17 |
| 7110 | Out-of-State Tuition | 104,450.00 | 104,450.00 | 104,450.00 | 17,586.75- | 17,586.75 |
| 7310 | Direct Support/Indirect Costs | | | | | .00 |
| 7616 | Trans fr Gen Fund to Cafeteria | 85,550.00 | 95,463.00 | | | 95,463.00 |
| | Total for Object 7000 | 190,000.00 | 199,913.00 | 104,450.00 | 17,586.75- | 113,049.75 |
| | Total for Fund 01 and Expense accounts | 7,156,929.00 | 8,135,781.00 | 1,221,132.68 | 4,871,647.50 | 2,043,000.82 |
| Fund 13 - Cafeteria | | | | | | |
| 2200 | Classified Support Salaries | 79,248.00 | 79,223.00 | 18,570.06 | 56,277.02 | 4,375.92 |
| 2215 | Classified Extra Duty | 750.00 | 1,082.00 | | 649.03 | 432.97 |
| 2220 | Classified Support Substitute | 500.00 | 2,622.00 | | 2,550.72 | 71.28 |
| | Total for Object 2000 | 80,498.00 | 82,927.00 | 18,570.06 | 59,476.77 | 4,880.17 |
| 3202 | Public Employees Retirement Sy | 12,654.00 | 16,876.00 | 2,868.24 | 10,760.51 | 3,247.25 |
| 3312 | OASDI-Classified Positions | 4,823.00 | 4,921.00 | 1,105.71 | 3,536.64 | 278.65 |
| 3322 | Medicare-Classified Positions | 1,128.00 | 1,150.00 | 258.57 | 827.04 | 64.39 |
| 3402 | Health & Welfare-Classified Po | 17,537.00 | 22,537.00 | 4,991.04 | 16,510.53 | 1,035.43 |
| 3502 | State Unemployment Insurance- | 40.00 | 41.00 | 9.29 | 29.75 | 1.96 |
| 3602 | Workers' Compensation Insuranc | 2,392.00 | 2,441.00 | 571.73 | 1,810.78 | 58.49 |
| | Total for Object 3000 | 38,574.00 | 47,966.00 | 9,804.58 | 33,475.25 | 4,686.17 |
| 4340 | Food Service | 9,011.00 | 9,011.00 | 1,581.29 | 4,463.35 | 2,966.36 |
| 4400 | Non-Capital Equipment (Up to \$ | 5,000.00 | 5,000.00 | | | 5,000.00 |
| 4700 | Food | 54,580.00 | 56,672.00 | 8,867.72 | 49,299.42 | 1,495.14- |
| | Total for Object 4000 | 68,591.00 | 70,683.00 | 10,449.01 | 53,762.77 | 6,471.22 |
| 5200 | Travel & Conferences | 710.00 | 710.00 | | 181.08 | 528.92 |
| 5600 | Rentals, Leases & Repairs | 4,000.00 | 4,000.00 | | 3,280.08 | 719.92 |
| 5800 | Services & Operating Expense | 1,256.00 | 1,256.00 | 383.08 | 2.30 | 870.62 |
| 5890 | Contracts/Servic | 800.00 | 800.00 | | 406.00 | 394.00 |
| 5900 | Communications | 421.00 | 421.00 | | | 421.00 |
| | Total for Object 5000 | 7,187.00 | 7,187.00 | 383.08 | 3,869.46 | 2,934.46 |
| | Total for Fund 13 and Expense accounts | 194,850.00 | 208,763.00 | 39,206.73 | 150,584.25 | 18,972.02 |

| Balances through April | | | | | | Fiscal Year 2019/20 |
|--|------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 40 - Dist Build | | | | | | |
| 6200 | Building & Improvements | | 59,705.00 | | 10,675.36 | 49,029.64 |
| 6500 | Equipment Replacement | | 70,087.00 | | | 70,087.00 |
| Total for Fund 40, Expense accounts and Object 6000 | | .00 | 129,792.00 | .00 | 10,675.36 | 119,116.64 |
| Fund 73 - Bechen | | | | | | |
| 5800 | Services & Operating Expense | 9,000.00 | 15,000.00 | | | 15,000.00 |
| Total for Fund 73, Expense accounts and Object 5000 | | 9,000.00 | 15,000.00 | .00 | .00 | 15,000.00 |
| Fund 78 - Gottardi Fund | | | | | | |
| 5800 | Services & Operating Expense | | 8,017.00 | | | 8,017.00 |
| Total for Fund 78, Expense accounts and Object 5000 | | .00 | 8,017.00 | .00 | .00 | 8,017.00 |
| Total for Org 006 - Sierra-Plumas Joint Unified School District | | 7,360,779.00 | 8,497,353.00 | 1,260,339.41 | 5,032,907.11 | 2,204,106.48 |

ENROLLMENT BY SCHOOL MONTH - 2019-2020

| | | Loyalton Elementary | Loyalton Jr High | Loyalton Sr High | Downieville Elementary | Downieville Jr/Sr High | Sierra Pass Cont | Long-Term ISP/SDC | TOTAL |
|--------------------------|----------|------------------------|---------------------|---------------------|---------------------------|---------------------------|---------------------|----------------------|-------|
| Ending 2018-2019 | | 201 | 60 | 109 | 30 | 24 | 2 | included in site # | 426 |
| 1st Day 2019-2020 | 9/3/2019 | 201 | 59 | 120 | 31 | 29 | 0 | included in site # | 440 |

| | Month | | | | | | | | |
|-------------------|-------|------------|-----------|------------|----|----|---|--------------------|-----|
| September | 1 | 203 | 59 | 116 | 31 | 29 | 0 | included in site # | 438 |
| 8/26/19-9/20/19 | | | | | | | | | |
| October | 2 | 203 | 58 | 117 | 31 | 28 | 0 | included in site # | 437 |
| 9/23/19-10/18/19 | | | | | | | | | |
| November | 3 | 204 | 61 | 115 | 31 | 29 | 1 | included in site # | 441 |
| 10/21/19-11/15/19 | | | | | | | | | |
| December | 4 | 206 | 60 | 114 | 31 | 29 | 1 | included in site # | 441 |
| 11/18/19-12/13/19 | | | | | | | | | |
| January | 5 | 203 | 60 | 113 | 33 | 31 | 1 | included in site # | 441 |
| 12/16/19-1/24/20 | | | | | | | | | |
| February | 6 | 205 | 60 | 112 | 34 | 30 | 1 | included in site # | 442 |
| 1/27/20-2/21/20 | | | | | | | | | |
| March | 7 | 202 | 60 | 111 | 34 | 29 | 1 | included in site # | 437 |
| 2/24/20-3/20/20 | | | | | | | | | |
| April | 8 | 202 | 60 | 111 | 34 | 29 | 1 | included in site # | 437 |
| 3/23/20-4/17/20 | | | | | | | | | |
| May | 9 | | | | | | | included in site # | 0 |
| 4/20/20-5/15/20 | | | | | | | | | |
| June | 10 | | | | | | | included in site # | 0 |
| 5/18/20-6/12/20 | | | | | | | | | |

****corrections****

| 2018-2019 | SPJUSD | SCOE | Washoe |
|-----------|--------|------|--------|
| P1 ADA | 394.66 | 0.88 | 14.37 |
| P2 ADA | 396.41 | 2.15 | 12.27 |
| Annual | 396.43 | 3.46 | 12.53 |

| Long-Term ISP | |
|---------------|----|
| LES | 8 |
| LHS | 18 |

MINUTES FOR THE REGULAR MEETING OF THE GOVERNING BOARD OF THE
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

April 14, 2020

In accordance with the Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Governing Board of the Sierra-Plumas Joint Unified School District held these meetings via Zoom Teleconferencing.

5:00pm Closed Session

Regular Session immediately followed the 6:00pm meeting of the Sierra County Board of Education

A. CALL TO ORDER

President MIKE MOORE called the meeting to order at 5:04pm.

B. ROLL CALL

PRESENT: Mike Moore, President
Jenny Gant, Vice President
Allen Wright, Clerk
Nicole Stannard, Member
Patty Hall, Member

ABSENT: None

C. APPROVAL OF AGENDA

HALL/WRIGHT

5/0

D. PUBLIC COMMENT FOR CLOSED SESSION

None

E. CLOSED SESSION

WRIGHT/HALL

5/0

The Board of Trustees and Superintendent James Berardi moved into Closed Session at 5:05pm to discuss the following item(s):

1. Government Code 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

F. RETURN TO OPEN SESSION at 5:48pm and ADJOURN FOR BREAK

G. REPORT OUT FROM CLOSED SESSION

WRIGHT: *The Superintendent Evaluation was reviewed and discussed with Superintendent James Berardi, no action taken.*

H. 6:02PM – RECESS TO THE SIERRA COUNTY BOARD OF EDUCATION MEETING

I. RECONVENE THE SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEETING at 6:39pm

J. INFORMATION/DISCUSSION ITEMS

1. Correspondence

- a. Letter from California Department of Education, 2019-2020 First Interim Reports approved

2. Superintendent's Report
 - a. Future meetings and communications during COVID-19 Pandemic
BERARDI: Learning as we go with conducting these meetings via Zoom. See this being our method for the meetings for the next couple of months due to the current pandemic.
 - b. District updates
BERARDI: Learning as we go within the District as well such as addressing graduation, extracurricular activities, prom, distance learning, etc.
 - c. Grant update
BERARDI: We were looking at purchasing some satellite radios for communication between sites during power outages with a grant through the Office of Emergency Services, but we were not awarded the grant.
 - d. Most Recent Inter-District Variance Requests
3. Business Report
 - a. Account Object Summary-Balance from 07/01/2019 to 03/31/2020
 - b. Seventh Month Enrollments for the 2019-2020 School Year
4. Staff Reports
 - a. LHS—JONES: *Doing our best to determine how to maintain best learning for students in different situations.*
 - b. LES—CERESOLA: *Learning as we go – teachers have reached out to each family to determine what each student has available at home. Staff meeting each week...collaborative efforts...rolling out curriculum to students every two weeks.*
 - c. DVL—BERARDI: *Teachers here also doing their best rolling out distance learning. Same as in Loyalton we are providing some meals for students out of the school kitchen as allowed by the state. Zoom meetings are being used for education purposes as well as checking in with students regarding mental health.*
5. Board Members' Report
 - a. WRIGHT: *After June, I will be saving the District on benefits by switching my insurance benefits, approximately \$10K per year.*
6. Public Comment
*JENNA HOLLAND – *comment read by meeting administrator (email attached)**

K. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held March 10, 2020
2. Approval of minutes for the Special Board Meeting held March 13, 2020
3. Approval of Board Report-Checks Dated 03/01/2020 through 03/31/2020
4. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending 03/31/2020. 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.
 - a. 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 03/31/2020.

HALL/WRIGHT
5/0

L. ACTION ITEMS

1. New Business

PUBLIC HEARING – Collective Bargaining Disclosure Statement

a. Public Hearing to receive public comment regarding Collective Bargaining Agreement (Item b)

b. Approval of the Tentative Collective Bargaining Agreement for Classified Employees, 2019-2020 Negotiations for salary and benefits

c. Completion of Bargaining, Classified Employees, 2019-2020 Negotiations
Table items b & c to open up discussions again between Bargaining Unit and Negotiations Committee.

d. Authorization for Superintendent to enter into Student Teaching Agreement with Western Governors University, Contract 2020-12D

WRIGHT/HALL

5/0

e. Ad Hoc Committee for 2020-2021 Budget Considerations

WRIGHT: Concerned that some of the information being presented to the community online is incorrect and misleading.

CERESOLA: There are 20 new students, but there have been other students that have left as well. There has been significant growth in the need for the Intervention Program.

*MOORE: *read a recommendation*

*GANT: *recap and background leading up to today*

WRIGHT motioned to move forward with MOORE's recommendation to have two Board members and Superintendent work with Business Manager to present recommended budget changes to vote on.

Motion died.

Continued discussion with input from Superintendent BERARDI and all Board Members. It was determined to hold additional meetings with Ad Hoc committee regarding Intervention Program.

MOORE appointed himself and member HALL to be the Board Members attending the next round of Ad Hoc committee meetings to come up with recommendations for possible action in May.

WRIGHT motioned to form a new Ad Hoc Committee consisting of MOORE, HALL, BERARDI, GRIESERT, and up to 6 other community/staff (no more than 10 people due to COVID-19 guidelines for meetings).

Second by GANT.

5/0

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

WRIGHT motioned to approve all policies as was done in County meeting.

Second by HALL.

5/0

f. 0420.4—Charter School Authorization

1. Board Policy, *revisions^^*

2. Administrative Regulation, *revisions^^*

g. 0420.41—Charter School Oversight

1. Board Policy, *NEW^^*

2. Exhibit, *NEW^^*

- h. 0420.42—Charter School Renewal
 - 1. Board Policy, *NEW^^*
- i. 0420.43—Charter School Revocation
 - 1. Board Policy, *NEW^^*
- j. 3471—Parcel Taxes
 - 1. Board Policy, *NEW^^*
- k. 3551—Food Service Operations/Cafeteria Fund
 - 1. Board Policy, *revisions^^*
 - 2. Administrative Regulation, *revisions^^*

M. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on May 12, 2020 beginning with Closed Session as needed at 5:00pm and the Regular Board Meeting at 6:00pm.
*****Location to be determined*****
- 2. Suggested Agenda Items
 - a. *WRIGHT: Need to ask TCSIG about potential insurance cost changes next year in light of the current pandemic*

N. ADJOURN at 8:23pm
WRIGHT/HALL
5/0

Allen Wright, Clerk

James Berardi, Superintendent

**SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT—SPJUSD
CLOSED SESSION REPORTING FORM**

DATE: April 14, 2020

CLOSED SESSION BEGAN AT: 5:05 P.M.

BOARD MEMBERS PRESENT:

Patty Hall Allen Wright Mike Moore Jenny Gant Nicole Stannard

OTHERS PRESENT:

James Berardi, Superintendent
 Nona Griesert, Business Manager
 Blaine Donnelly (Zoom Moderator) OFFLINE FOR MTG.

I. SESSION TOPIC(S):

| |
|--|
| <p align="center">Item #1—Government Code 54957 PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Superintendent</p> <p>RESULT:</p> <p><input checked="" type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT</p> <p><input checked="" type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> <p align="center">Item #2—Government Code</p> <p>RESULT:</p> <p><input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT</p> <p><input type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> |
|--|

II. MOTION TO ADJOURN CLOSED SESSION AT 5:48 P.M. AND RETURN TO OPEN SESSION

BY: Hall (NAME) SECONDED: WRIGHT (NAME)

MOTION PASSED / FAILED

PRESIDED BY: Mike Moore
Mike Moore, PRESIDENT

RECORDED BY: Allen Wright
Allen Wright, CLERK

Kristie Jacobsen

From: Jenna holland
Sent: Tuesday, April 14, 2020 7:14 PM
To: Kristie Jacobsen
Subject: Fwd: Public Comment by Jenna Holland

----- Forwarded message -----

From: Jenna holland
Date: Tue, Apr 14, 2020 at 7:05 PM
Subject: Public Comment by Jenna Holland
To: Blaine Donnelly

First, I want to recognize and applaud the teachers, administrators and everyone working so hard to create a meaningful distance learning program for our students and a lunch program on a turn of a dime! You all are really rising to the occasion with great nimbleness, ingenuity and lots of love for our students. I speak for many, we appreciate ALL of you!!!

Second, I'd like to let you know that Sierra Schools Foundation will be providing special educational "care packages" for ALL students in Sierra County. We are planning on distributing them via the school work routes that already exist. We were concerned about students who may not have the ability to purchase or have access to school supplies to support their learning. Each package will have composition books, pencils, pencil sharpeners, sidewalk chalk for spreading joyful messages around the neighborhood and more! We are grateful to James for bringing up this idea and we are happy to fulfill this need!

Third, I want to thank the board for creating the Intervention Program Ad-Hoc Committee to look into how to reinstate the Intervention Program's full-time teacher. It has been my honor to work with such dedicated board members, resourceful and wise community members and passionate, caring teachers and administrators. I hope this example of board and public engagement will continue into the future. The public engagement process is an essential resource for board members to access the diverse talents, skills and perspectives of the community, as well as showing commitment to transparency, cooperation and engagement. We all want the best for our schools, and it is apparent that when we work together, great things can happen!

It goes without saying that the Intervention Program will be absolutely essential when students return to school. While our teachers are doing a phenomenal job with distance and online learning, many of our students are struggling. Some are not able to interact with the online learning at all due to lack of resources, trauma and/or a lack of support. A fully staffed Intervention Program will be critical to help many students regain the educational losses stemming from this pandemic.

To be quite frank, it will be absolutely negligent of the board to continue with the cut of the intervention program knowing the undeniable, far-reaching negative effects of this pandemic on our children's learning.

The Ad-Hoc Committee has provided multiple options for budgetary cuts, new revenue sources and for reconsidering the proposed deficit spending strategies. All of these potential solutions can be combined together to ensure that the intervention program remains. You have much to work with and we are confident you will find a satisfactory solution.

Before the pandemic, your constituents fought for this program to be fully enacted based on the very apparent and documented need. The Intervention Program stands as an effective, powerful and successful program, as shown by the data and outcomes shared in the meetings (and reiterated in the committee's document). When the Intervention Program was cut, parents, teachers, admin and community members clearly voiced their numerous concerns and made it abundantly clear how important this program is to them.

In these unprecedented times and in the aftermath, the Intervention Program remains needed more than ever. Your constituents once again are calling for you to reinstate this program in full to address the mounting needs of our students in the post COVID-19 world. It goes without saying that our community is carefully watching and listening, as your subsequent decisions will affect the lives of many students and teachers.

I know you are committed to education and are dedicated to our students, schools and teachers. I hope your actions will be representative of that commitment. We must not allow a single student slip through the cracks, especially after the collective hardship, trauma and overwhelming uncertainty we have all endured.

Thank you for your continued efforts to ensure LES has a fully staffed intervention program to serve and uplift our students, especially our most vulnerable. I truly appreciate all you do!

MINUTES FOR THE *SPECIAL MEETING* OF THE GOVERNING BOARD OF THE
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

May 07, 2020

In accordance with the Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Governing Board of the Sierra-Plumas Joint Unified School District held these meetings via Zoom Teleconferencing.

11:00am Closed Session

11:30am Regular Session

A. CALL TO ORDER

President MIKE MOORE called the meeting to order at *11:02am*.

B. ROLL CALL

PRESENT: Mike Moore, President
Jenny Gant, Vice President
Allen Wright, Clerk
Patty Hall, Member (*joined meeting at 11:07am*)

ABSENT: Nicole Stannard, Member

C. APPROVAL OF AGENDA

WRIGHT/GANT

3/0

D. PUBLIC COMMENT FOR CLOSED SESSION

None

E. CLOSED SESSION

WRIGHT/GANT

3/0

The Board of Trustees and Superintendent James Berardi *and Nona Griesert* moved into Closed Session at *11:04am* to discuss the following item(s):

1. Government Code 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

F. RETURN TO OPEN SESSION *at 11:30am*

G. REPORT OUT FROM CLOSED SESSION

MOORE: We discussed the action items on this agenda. No action taken during Closed Session. We will vote and take action during Open Session.

H. PUBLIC COMMENT

JENNA HOLLAND—The Ad-Hoc Committee supports rescinding of the original termination order

I. ACTION ITEMS

1. New Business

- a. Action on Superintendent's recommendation Regarding the Termination of One .63 FTE Certificated Employee as a Result of Reduction of Particular Kinds of Service

HALL/WRIGHT

4/0

- b. Rescinding Reduction in Force Notices

HALL motioned to approve item b in order to open discussion. Second by WRIGHT.

BERARDI: There are 3 Reduction in Force (RIF) Notices out there to rescind for this action item. Those RIFs went out before the March 15th deadline. RIFs

go out based on those lowest on the seniority list within the district. Current RIFs need to be finalized and termination letters distributed by May 15th. This action item is intended to rescind the three active RIFs before the May 15th deadline.

GANT: ***asked Annie Ceresola, LES Administrator, for potential TK/K numbers for next school year **asked Nona Griesert, Business Manager, to discuss budget issues coming up with current pandemic*

GRIESERT: *Lots of uncertainty due to the COVID-19 pandemic with anticipated cuts and payment deferrals. TK/K numbers may reveal we won't need 2 teachers for 2020-21 school year for TK/K – something to keep in mind for this action item.*

ANDREA CERESOLA: *As of today current TK numbers are confirmed at 12 and Kindergarten numbers are confirmed at 24 for the 2020-21 School Year. We will have higher numbers in June during TK/K registration.*

MOORE: *Rescinding all three RIFs leaves us with both teachers for TK/K even if it turns out that we only need one.*

HALL revised motion to rescind 2 of the 3 RIFs for item b. Second by WRIGHT.

CERESOLA: *Confirmed numbers for TK/K are actual numbers for enrollment next year that do not include outside enrollments we are not yet aware of.*

GANT: *What is the timeline on a RIF notice being “taken back” and person hired back next school year?*

BERARDI: *An employee with a RIF notice could be told legally any time before the school year starts – could be the month, week or day before, but I intend to tell them as soon as possible.*

CERESOLA: *More TK/K numbers should be known by June 16th with TK/K registration scheduled.*

MOORE: *As soon as we know if we will need someone back with an enforced RIF notice, they will be asked to continue employment with us which it sounds like will be June 16th.*

JENNA HOLLAND: *What is the strategy here? Have one person who can be let go if the budget gets bad, or if the numbers are not supportive of a TK teacher? Is that correct, just want to make sure I understand.*

MOORE/BERARDI: *Yes, that is correct.*

GANT: *Concerned about the moral of the staff if we are telling them they may not have this one teacher even with what seem to be solid numbers for TK/K. If we know this job is almost a guarantee, then it seems wrong to have this one more uncertainty out there.*

MOORE: *Call for vote*

3 (MOORE, WRIGHT, HALL) / 1 (GANT)

J. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on May 26, 2020 beginning with Closed Session as needed at 5:00pm and the Regular Board Meeting at 6:00pm.

****Location to be determined****

K. ADJOURN at 12:26pm

HALL/WRIGHT

4/0

Allen Wright, Clerk

James Berardi, Superintendent

**SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT—SPJUSD
CLOSED SESSION REPORTING FORM**

DATE: May 07, 2020

* Teleconference Zoom mtg.

CLOSED SESSION BEGAN AT: 11:07 A.M./P.M.

BOARD MEMBERS PRESENT:

1107 Patty Hall Allen Wright Mike Moore Jenny Gant Nicole Stannard

OTHERS PRESENT:

- James Berardi, Superintendent
- Nona Griesert, Business Manager
- _____
- _____

I. SESSION TOPIC(S):

| |
|---|
| <p align="center">Item #1—Government Code 54957 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE</p> <p>RESULT:</p> <p><input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT</p> <p><input checked="" type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> <p align="center">Item #2—Government Code</p> <p>RESULT:</p> <p><input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT</p> <p><input type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION: HALL _____ WRIGHT _____ MOORE _____ GANT _____ STANNARD _____</p> |
|---|

II. MOTION TO ADJOURN CLOSED SESSION AT 11:30 A.M./P.M. AND RETURN TO OPEN SESSION

BY: HALL (NAME) SECONDED: GANT (NAME)

MOTION PASSED / FAILED

PRESIDED BY: Mike Moore
Mike Moore, PRESIDENT

RECORDED BY: Allen Wright
Allen Wright, CLERK

Checks Dated 04/01/2020 through 04/30/2020

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|-------------------------------------|-------------|--------------------------------------|-----------------|--------------|
| 00084071 | 04/10/2020 | AMAZON CAPITAL SERVICES | 01-4300 | Dumbbells | | 46.60 |
| 00084072 | 04/10/2020 | AMERIGAS | 01-5540 | PROPANE | 8,141.82 | |
| | | | 01-5899 | PROPANE | 479.48 | 8,621.30 |
| 00084073 | 04/10/2020 | AT&T | 01-5910 | PHONE SERVICES | | 42.32 |
| 00084074 | 04/10/2020 | PAMELA BRANDON | 01-5600 | TECH COTTAGE RENTAL | | 100.00 |
| 00084075 | 04/10/2020 | CITY OF LOYALTON | 01-5530 | WATER AND SEWER - LOYALTON SITES | 3,892.94 | |
| | | | 01-5899 | WATER AND SEWER - LOYALTON SITES | 233.16 | 4,126.10 |
| 00084076 | 04/10/2020 | COLLEGE ENTRANCE EXAMINATION B OARD | 01-5890 | PSAT fees for Juniors | | 51.00 |
| 00084077 | 04/10/2020 | DOWNIEVILLE PUBLIC UTILITY DIS | 01-5530 | water service | | 285.00 |
| 00084078 | 04/10/2020 | EASTERN PLUMAS HEALTH CARE | 01-5890 | EMPLOYMENT PHYSICALS | | 165.00 |
| 00084079 | 04/10/2020 | STEPHEN FILLO | 01-5200 | FUEL REIMBURSEMENT | | 96.50 |
| 00084080 | 04/10/2020 | JANET HAMILTON | 01-5600 | TECH COTTAGE RENTAL | | 100.00 |
| 00084081 | 04/10/2020 | HUNT & SONS, INC. | 01-5590 | heating oil | | 944.83 |
| 00084082 | 04/10/2020 | K 12 MANAGEMENT DBA FUELED | 01-5890 | ONLINE/ISP COURSES | | 2,283.00 |
| 00084083 | 04/10/2020 | L&W SUPPLY | 01-4320 | CEILING TILES | | 2,906.82 |
| 00084084 | 04/10/2020 | LIBERTY UTILITIES | 01-5510 | ELECTRIC - LOYALTON SITES | 5,865.60 | |
| | | | 01-5899 | ELECTRIC - LOYALTON SITES | 333.72 | 6,199.32 |
| 00084085 | 04/10/2020 | MISITA TREE & LAND INC. | 01-5890 | REMOVE HAZARDOUS TREES | | 5,250.00 |
| 00084086 | 04/10/2020 | MIKE MOORE | 76-9576 | H/W REIMBURSEMENT | | 909.27 |
| 00084087 | 04/10/2020 | NEXVORTEX, INC | 01-5899 | PHONE SERVICES | 25.81 | |
| | | | 01-5910 | PHONE SERVICES | 387.13 | 412.94 |
| 00084088 | 04/10/2020 | NORTHAM DISTRIBUTING, INC. | 13-4340 | CAFE FOOD/SUPPLIES | 60.68 | |
| | | | 13-4700 | CAFE FOOD/SUPPLIES | 413.99 | 474.67 |
| 00084089 | 04/10/2020 | NWN CORPORATION | 01-5890 | FIREWALLS/CONTENT FILTER | | 1,854.78 |
| 00084090 | 04/10/2020 | PRO PACIFIC FRESH | 13-4700 | FOOD AND SUPPLIES | | 73.63 |
| 00084091 | 04/10/2020 | SIERRA BOOSTER | 01-5890 | ADVERTISEMENTS/LEGAL/PUBLIC NOTICES | | 180.12 |
| 00084092 | 04/10/2020 | SIERRA COUNTY HEALTH DEPARTMENT | 01-5510 | ELECTRICAL SERVICES FOR TECH COTTAGE | | 289.50 |
| 00084093 | 04/10/2020 | SIERRA VALLEY HOME CENTER | 01-4320 | MAINT. SUPPLIES | 264.93 | |
| | | | | MAINT/CUSTODIAL SUPPLIES | 354.45 | |
| | | | 01-4330 | MAINT/CUSTODIAL SUPPLIES | 11.79 | |
| | | | 01-4350 | MISC. BUS SUPPLIES | 15.41 | 646.58 |
| 00084094 | 04/10/2020 | SIERRA TRANSPORTATION COMPANY, LLC | 01-5100 | TRANSPORTATION | 14,576.00 | |
| | | | 01-5890 | TRANSPORTATION | 2,083.33 | 16,659.33 |
| 00084095 | 04/10/2020 | STAPLES ADVANTAGE | 01-5890 | MEMBERSHIP FEE | 240.51 | |
| | | | 01-5899 | MEMBERSHIP FEE | 80.17 | 320.68 |
| 00084096 | 04/10/2020 | BRITTANY STEWARD | 01-5200 | FUEL REIMBURSEMENT | | 15.54 |

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 04/01/2020 through 04/30/2020

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|----------------------|--------------------------------|-------------|--------------------------|-----------------|--------------|
| 00084097 | 04/10/2020 | TRI COUNTY SCHOOLS INS. GR. | 01-3901 | APR 20 HEALTH INSURANCE | 1,251.38 | 82,908.44 |
| | | | 01-9535 | APR 20 HEALTH INSURANCE | 9,236.62 | |
| | | | 76-9576 | APR 20 HEALTH INSURANCE | 72,420.44 | |
| 00084098 | 04/10/2020 | U.S. BANK | 01-4300 | BIRDHOUSE KITS | 50.35 | |
| | | | | CABLES/IPAD FOR SPED | 411.39 | |
| | | | | GARDEN SUPPLIES | 297.40 | |
| | | | 01-4320 | 6V BATTERY | 38.69 | |
| | | | | MAINT SUPPLIES | 846.28 | |
| | | | 01-4330 | ADOBE PRO SUBSCRIPTION | 11.24 | |
| | | | | QUICKEN/DOMAIN REGISTRY | 119.99 | |
| | | | 01-5890 | QUICKEN/DOMAIN REGISTRY | 295.00 | |
| | | | 01-5899 | ADOBE PRO SUBSCRIPTION | 3.75 | |
| | | | | CABLES/IPAD FOR SPED | 425.20 | |
| 00084099 | 04/10/2020 | VOYAGER FLEET SYSTEMS INC. | 01-4305 | FIELD TRIP FUEL | 340.13 | 2,499.29 |
| | | | | FUEL FOR ATHLETIC TRIPS | 282.68 | |
| | | | 01-4351 | BUS FUEL | 2,373.98 | |
| | | | | Fuel for Maintenance | 268.83 | |
| | | | 01-5200 | FUEL FOR FFA | 111.19 | |
| | Fuel for Maintenance | 17.90 | 3,394.71 | | | |
| 00084100 | 04/28/2020 | AIRGAS, USA, LLC | 01-5600 | TANK RENTAL LHS/DVL | | 157.60 |
| 00084101 | 04/28/2020 | AMS.NET C/O FREMONT BANK | 01-5890 | UMBRELLA CLOUD SECURITY | | 1,896.00 |
| 00084102 | 04/28/2020 | AT&T | 01-5890 | PHONE SERVICES | 38.77 | |
| | | | 01-5899 | PHONE SERVICES | 5.75 | |
| | | | 01-5910 | PHONE SERVICES | 221.44 | |
| 00084103 | 04/28/2020 | BRADY INDUSTRIES | 01-4320 | Gym floor finish | | 2,112.95 |
| 00084104 | 04/28/2020 | CRAIG JOHNSON PLUMBING | 01-5600 | Plumber to fix hot water | | 938.00 |
| 00084105 | 04/28/2020 | HUNT & SONS, INC. | 01-5590 | heating oil | | 484.74 |
| 00084106 | 04/28/2020 | NORTHAM DISTRIBUTING, INC. | 13-4340 | CAFE FOOD/SUPPLIES | 32.43 | |
| | | | 13-4700 | CAFE FOOD/SUPPLIES | 576.80 | |
| 00084107 | 04/28/2020 | PACIFIC GAS & ELECTRIC COMPANY | 01-5510 | electrical use | | 2,092.00 |
| 00084108 | 04/28/2020 | PRO PACIFIC FRESH | 13-4700 | FOOD AND SUPPLIES | | 64.24 |
| 00084109 | 04/28/2020 | QUILL CORPORATION | 01-4330 | STUDENT PACKET ENVELOPES | | 247.92 |
| 00084110 | 04/28/2020 | RAY MORGAN COMPANY | 01-5600 | COPIER AGREEMENT | 161.85 | |
| | | | | COPIER MAINT. | 76.51 | |
| | | | | COPIER MAINT. LHS/LES | 577.07 | |
| | | | 01-5899 | COPIER MAINT. | 25.51 | |
| 00084111 | 04/28/2020 | INTERMOUNTAIN DISPOSAL, INC. | 01-5520 | GARBAGE SERVICE | 382.03 | 840.94 |

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 04/01/2020 through 04/30/2020

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|-------------------------------|------------|---|-------------|-------------------------------|-----------------|-------------------|
| 00084111 | 04/28/2020 | INTERMOUNTAIN DISPOSAL, INC. | 01-5899 | GARBAGE SERVICE | 10.39 | 392.42 |
| 00084112 | 04/28/2020 | SIERRA ELECTRONICS | 01-5899 | BUS RADIO PROGRAMMING | | 63.00 |
| 00084113 | 04/28/2020 | SIERRA HARDWARE | 01-4320 | Misc items for maintenance | | 128.87 |
| 00084114 | 04/28/2020 | SIERRA-PLUMAS JOINT UNIFIED | 01-5899 | BANK SERVICE FEES | | 149.40 |
| 00084115 | 04/28/2020 | DEPARTMENT OF JUSTICE ACCOUNTING OFFICE | 01-5899 | EMPLOYMENT FINGERPRINTING | 32.00 | |
| | | | 01-5899 | EMPLOYMENT FINGERPRINTING | 32.00 | 64.00 |
| 00084116 | 04/28/2020 | JOAN TAYLOR-FILLMAN | 01-4350 | BUS SUPPLIES | | 113.89 |
| 00084117 | 04/28/2020 | US FOODSERVICE, INC. | 13-4340 | CAFETERIA - FOOD AND SUPPLIES | 156.82 | |
| | | | 13-4700 | CAFETERIA - FOOD AND SUPPLIES | 1,482.11 | 1,638.93 |
| 00084118 | 04/28/2020 | VERIZON WIRELESS | 01-5910 | CELL PHONE SERVICE | | 274.69 |
| 00084119 | 04/28/2020 | DEVIN WRIGHT | 73-9510 | BECHEN SCHOLARSHIP | | 1,000.00 |
| Total Number of Checks | | | | | 49 | 155,392.05 |

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|--------------------------------|-------------|-------------------|
| 01 | General Fund | 42 | 78,201.64 |
| 13 | Cafeteria Fund | 5 | 2,860.70 |
| 73 | Foundation Trust (Bechen) | 1 | 1,000.00 |
| 76 | Warrant/Pass Through (payroll) | 2 | 73,329.71 |
| Total Number of Checks | | 49 | 155,392.05 |
| Less Unpaid Sales Tax Liability | | | .00 |
| Net (Check Amount) | | | 155,392.05 |

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



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 15, 2020

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2020-2021**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2020 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2020-2021 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2020.**

Sierra Plumas Joint Unified School District/Governing Board at its May meeting, 05/26/2020
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2020-2021 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Loyalton High School
 NAME OF REPRESENTATIVE Stacey Hood POSITION Athletic Director
 ADDRESS PO Box 37 CITY Loyalton ZIP 96118
 PHONE 530993-4454 FAX 5309934667 E-MAIL shood@spjUSD.org

NAME OF SCHOOL Loyalton High School
 NAME OF REPRESENTATIVE Tom Jones POSITION Principal
 ADDRESS PO Box 37 CITY Loyalton ZIP 96118
 PHONE 5309934454 FAX 993-4667 E-MAIL tjones@spjUSD.org

NAME OF SCHOOL Loyalton High School
 NAME OF REPRESENTATIVE James Berardi POSITION Superintendent
 ADDRESS PO Box 37 CITY Loyalton ZIP 96118
 PHONE 5309934660 FAX 5309934454 E-MAIL jberardi@spjUSD.org

NAME OF SCHOOL _____
 NAME OF REPRESENTATIVE _____ POSITION _____
 ADDRESS _____ CITY _____ ZIP _____
 PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Tom Jones Signature [Signature]
 Address 700 4th St. City Loyalton Zip 96118
 Phone (530) 993-4454 x 310 Fax (530) 993-4667

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

RECEIVED
MAY 06 2020

**SCOE
SPJUSD**

1121 L Street

•
Suite 1060

•
Sacramento

•
California 95814

•
TEL: 916 . 446 . 7517

•
FAX: 916 . 446 . 2011

•
www.sscal.com

MEMORANDUM

May 1, 2020

TO: *James Berardi*
~~Dr. Merrill Grant~~ Superintendent
Sierra-Plumas Joint Unified School District

FROM: John D. Gray
President

It has been a pleasure to provide Sierra-Plumas Joint Unified School District our Fiscal Budget Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on June 30, 2020. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Kathe Sadler, Data Specialist.

To activate our Agreement, please sign the contract (and the Addendum, at your discretion), and return the original (or scan and e-mail to Rebecca Arent at RebeccaA@sscal.com) to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2020. If you are unable to return it by this date, please contact our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

If you have any questions or need additional information, please give me a call at (916) 446-7517.

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an Agreement between the **SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2020.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Eight hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.
 - c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$3,840 annually, plus expenses, or payable at \$320 per month, plus expenses, for the services listed in Item 1 above, upon billings from the Consultant
 - b. For all requested services in excess of eight direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

- c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning July 1, 2020, and terminating June 30, 2021. Agreement may be terminated prior to June 30, 2021, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____

Date: _____

James Bérardi

Print Name

Superintendent

Job Title
Sierra-Plumas Joint Unified School District

By:  _____
John D. Gray

President
School Services of California Inc.

Date: May 1, 2020

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: Current year 2018-19 Next year 2019-20

- | | | |
|--|-------|--|
| <input type="checkbox"/> CADIE Only | \$500 | <input type="checkbox"/> Use the same districts as last year |
| <input type="checkbox"/> SABRE Only | \$350 | <input type="checkbox"/> Use districts of similar type and size |
| <input type="checkbox"/> CADIE & SABRE | \$800 | <input type="checkbox"/> Use districts geographically close to mine |
| | | <input type="checkbox"/> Use districts with similar unduplicated pupil percentages |

Reports are a year behind as the data is released by the CDE.

****Next year: SABRE will be released in December 2020, CADIE will be released in March 2021**

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

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

This Agreement is effective on July 1, 2020, 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, 2020

Termination Date: June 30, 2023

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.

James Berardi, 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, 2020.

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 hereon.

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 Arbitrator 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
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

James Berardi, Superintendent
Sierra-Plumas Joint Unified School District

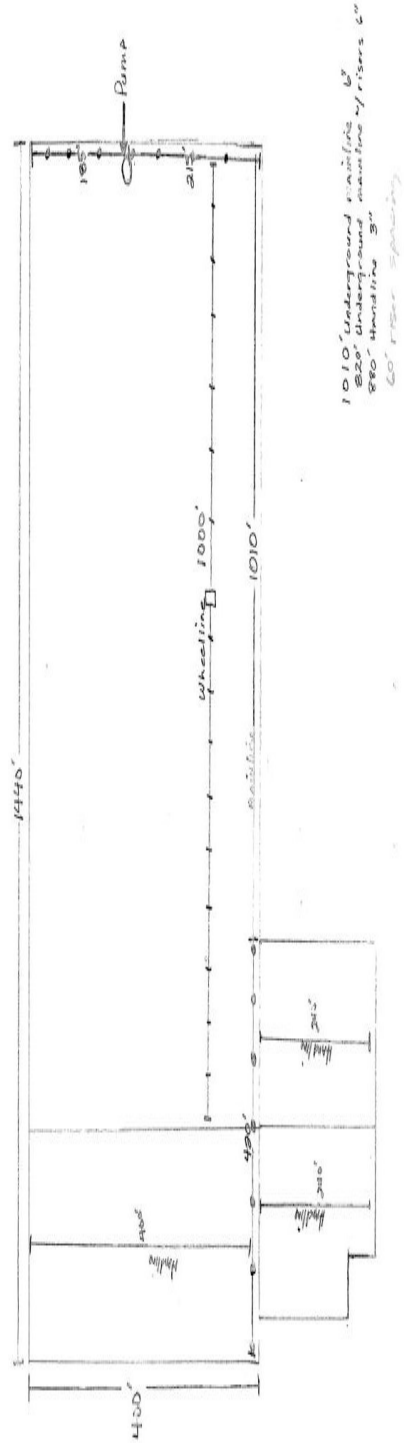
Date: _____

CONTRACTOR:

Einen M. Grandi, Individual

Date: _____

EXHIBIT A



LMS Irrigation Project

**ANNUAL SERVICES AGREEMENT
BETWEEN
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND
SIERRA COUNTY OFFICE OF EDUCATION**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into on May 26, 2020, by and between Sierra-Plumas Joint Unified School District, ("DISTRICT") and Sierra County Office of Education ("SCOE").

RECITALS

WHEREAS, the Legislature has recognized that both the county office of education and the governing board of any school district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established (Education Code §35160, 35160.2); and

WHEREAS, the SCOE desires the DISTRICT to provide reasonable and necessary services, which are more particularly described below, pursuant to an annually renewable service agreement between the DISTRICT and SCOE; and

WHEREAS, this Agreement supersedes any prior Annual Services Agreement made between the parties.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the DISTRICT and SCOE agree as follows:

AGREEMENT

- 1. Reservation of Powers and Rights:** All powers, rights and obligations with respect to the operation of the SCOE, which are not specifically delegated to the DISTRICT herein, are hereby reserved to the SCOE consistent with applicable Board policies and procedures, this Agreement, and all applicable laws.
- 2. Contracted Services:** The SCOE agrees to purchase services ("contracted services") from the DISTRICT from July 1, 2020, through June 30, 2021, as follows:
 - A. General Office Services:** DISTRICT shall provide general office services to SCOE as follows: Advertise, post public notices and agendas; receive, open and distribute mail; telephone receptionist duties; prepare board meeting agenda and minutes; other routine clerical work such as keyboarding letters, memos, etc.
 - B. Technology Support Services:** DISTRICT shall provide technology support services to SCOE as follows: internet connection and wide area network (WAN) support, internet filtering as needed, Escape/Mainframe computer support, etc.
 - C. Revenue Management Services:** DISTRICT shall assist with revenue management services to SCOE as follows: budget development and fiscal planning, identifying potential sources of revenue, assistance with consolidated application and compliance review, assistance with projecting and monitoring expenditures, etc.

- D. Information Management Services:** DISTRICT shall provide information management services to SCOE as follows: data information management, assistance in maintenance of a comprehensive and legally sufficient student information management system that tracks special education average daily attendance, enrollment, teacher credentialing information, standardized and alternative assessment data, emergency contacts, race/ethnicity, age, address, parent/guardian, immunizations, discipline, and special education, etc.
- E. Special Education Services:** DISTRICT shall facilitate DISTRICT-wide Special Education program.
- F. California School Information Services:** DISTRICT agrees to provide services to SCOE for the maintenance of California School Information Services.
- G. Career Tech Pathways (CTP):** DISTRICT agrees to provide, as mutually agreed, necessary staff, facilities and equipment for CTP courses. In addition, to store fiscal year end inventory as well as when an CTP class is terminated until a mutual agreement is reached as to how the equipment should be dispersed. DISTRICT shall submit pupil attendance accounting, evaluations and information as required by the County.
- H. County Technical Assistance and Leadership Fund (CTALF):** DISTRICT agrees to provide assistance, as directed by County per Attachment A.
- 3. Fees and Charges:** Contracted services supplied to SCOE by DISTRICT, as set forth above, shall be charged on the basis set forth on Exhibit A, attached. In addition to Fees and Charges, the SCOE shall reimburse the DISTRICT for any expenditure paid by the DISTRICT on behalf of the SCOE, expenditures as set forth on Exhibit B, attached, but not limited to Exhibit B.
- 4. Payments and Record Keeping:** In full payment for the services listed above, the DISTRICT is hereby authorized to transfer from the General Fund or other appropriate funds to the SCOE School Service Fund maintained by the DISTRICT, before the close of any school year during which this Agreement is valid, an amount equal to the total contract obligations determined pursuant to the fee schedule set forth in Exhibit A, and reimbursable expenditures set forth in Exhibit B attached. The DISTRICT shall promptly notify SCOE of the date and amount of each transfer. With respect to those listed services, which are charged on the basis of "actual costs," DISTRICT shall keep reasonable records of such costs for a period of not less than 5 years, and shall allow the SCOE to examine such records upon request.
- 5. Term of Agreement:** This Agreement shall commence on July 1, 2020, and end on June 30, 2021.
- 6. Extension and/or Renewal of Agreement:** This Agreement shall be automatically renewed for an additional fiscal year commencing July 1, 2021, and annually thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to March 1 of that same year.

- 7. Termination of Agreement:** This Agreement is subject to termination during the initial term or any renewal term as specified herein, may discontinue any services provided pursuant to this Agreement upon 90 days advance written notice to SCOE of its intent to do so, in which case it is understood and agreed that any charges relating to such terminated services shall be credited back to the SCOE. The SCOE may terminate this Agreement for cause upon 15 days advance written notice to DISTRICT of a material violation by DISTRICT of the terms of this Agreement, unless DISTRICT remedies the breach within said 10-day period.
- 8. Materials and Equipment:** The SCOE shall provide materials and equipment necessary for the performance of the duties herein assumed by DISTRICT unless otherwise specifically agreed to by DISTRICT. DISTRICT agrees that in the course of performing some of the duties, as set forth in this Agreement, DISTRICT may utilize facilities, equipment and materials belonging to SCOE. However, no such use of SCOE owned equipment, materials or facilities in the course of performing under this Agreement conveys to DISTRICT any ongoing property rights to use or possess such items.
- 9. Employment of Personnel:** No agent, employee, or servant of SCOE shall be deemed to be an employee, agent or servant of DISTRICT, except as expressly acknowledged in writing by DISTRICT. No agent, employee, or servant of SCOE shall be deemed to be an employee, agent or servant of, except as expressly acknowledged in writing by SCOE.
- 10. Relationship between the Parties:** The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. It is expressly understood and agreed that SCOE employees are not entitled to any benefits to which DISTRICT employees are entitled, and that DISTRICT employees are not entitled to any benefits to which SCOE employees are entitled, including, but not limited to, overtime, retirement benefits, insurance benefits, vacation, workers' compensation benefits, sick or injury leave, or other benefits.
- 11. Indemnification:** Each Party to this Agreement shall defend, indemnify, and hold the other harmless from and against all claims, demands, actions and proceedings of whatever cause or nature, and all costs and expenses connected therewith, including reasonable attorneys' fees, on account of any damage to or loss of any property, or injury to or death of any person, caused in whole or in part by its own negligence, or that of its officers, agents, servants, representatives, employees or subcontractors, in connection with services performed under this Agreement.
- 12. Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. SCOE and DISTRICT in fulfilling the terms of this agreement will act in accordance with all applicable laws and regulations.
- 13. Severability:** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- 14. Entire Agreement:** This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations, understandings and/or agreements are merged herein and are superseded by this Agreement.

- 15. **Amendments:** Nothing herein shall preclude the parties from negotiating or amending this Agreement to include additional services not contemplated by this Agreement. This Agreement may be altered, amended, changed, or modified only by agreement in writing, executed by the duly appointed representatives of DISTRICT and SCOE, with specific reference to both this Agreement and the provision(s) which said instrument purports to alter, amend or modify.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the dates shown below.

Date: May 26, 2020

 Sierra-Plumas Joint Unified School District
 James Berardi, Superintendent

Date: May 26, 2020

 Sierra County Office of Education
 James Berardi, Superintendent

Approved by the Sierra County Board of Education on May 26, 2020.

Attachment A

County Technical Assistance and Leadership Funds CTALF

Sierra County Office of Education will administer the CTALF funds in accordance with the scope of work defined by CDE with leadership, administrative oversight, training, and technical assistance. SCOE will abide by the principals and guidelines for activities relative to the CTALF funding.

The scope of activities will include the following:

1. **Employ Effective Research Based Program.** SCOE participants will research available curriculum and field test the curricular strategies for teacher and facility compatibility.
2. **Analysis of Data.** SCOE participants will refine available data and disseminate the summarized results to colleagues. The goals of the intervention program will be refined based upon the summarized data.
3. **Instruction.** SCOE participants will begin the organization and implementation of the curriculum and the instructional strategies using the multimedia and telecom technology. The curricular and extra-curricular resources will be archived and disseminated using the SMART Board technology.
4. **Teacher Training.** Teachers will be trained to use the curriculum with fidelity. The intervention program will provide a full array of curricular activities to support a healthy life style with an emphasis on tobacco free living. The use of the telecom system and the SMART boards will play a critical role in teacher training, gathering of data, and the refinement of program goals.
5. **Family Involvement.** The SCOE participants will establish intervention strategies to provide social and environmental support to families to promote a healthy life style. The intervention strategies will incorporate services from Mental Health, Probation, School Attendance Review Board, and other relative cessation groups as deemed appropriate. The use of our technology will allow for SCOE participants to conduct meetings and disseminate materials via a web based program. Teachers will have access to the web based materials so that they can support efforts initialed at home.
6. **Assessment.** SCOE participants will assess the intervention strategies, classroom instruction, and materials for effectiveness. The participant will release the data that shows an improvement in healthy life styles of Sierra Plumas Joint Unified School DISTRICT students or the revision and refinement of goals to improve program objectives. The use of SPJUSD technology will be instrumental in assisting with the assessment process.
7. **Fiscal responsibilities.** SCOE participants will have a transparent budget that will provide appropriate instructional materials and strategies to each school site. The use of the telecom system and the use of the SMART boards will expedite the process of disseminating the budget to each site.

EXHIBIT A**FEE SCHEDULE FOR CONTRACTED SERVICES**

| Staff - Salary & Benefits | Percentage of Actual Cost Billed to SCOE |
|---|---|
| Technology Coordinator | 90% |
| Administrative Assistant | 50% |
| Career Tech Pathways (CTP) | Not to exceed actual cost paid by the DISTRICT, or exceed County funding less County expenses |
| County Technical Assistance and Leadership Fund (CTALF) | Not to exceed actual cost paid by the DISTRICT, or exceed County funding less County expenses |
| Maintenance | 25% |
| Curriculum Coordinator (.5 FTE) | 100% |

EXHIBIT B**REIMBURSABLE EXPENDITURES**

| Expenditures |
|--|
| Workshops attended by DISTRICT Business Staff |
| Shared utilities (telephone, electrical, etc.) |
| Repairs to administration portable building |
| Shared Office Equipment |
| Board and Superintendent Health Care Benefits |

