

AGENDA FOR THE REGULAR MEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION

August 13, 2013

6:00 pm

Downieville School, Downieville, California

**This meeting will be available for videoconferencing at
Sierra County Office of Education
109 Beckwith Rd., Room 4, Loyalton, CA 96118**

In the case of a technological difficulty at either school site, videoconferencing will not be available.

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

Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at the Sierra County Board of Education, 109 Beckwith Road, Room 3, Loyalton, CA, 96118, and posted with the online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5)

- A. CALL TO ORDER
(Please be advised that this meeting will be recorded.)
- B. ROLL CALL
- C. FLAG SALUTE
- D. APPROVAL OF THE AGENDA
- E. INFORMATION/DISCUSSION ITEMS
 - 1. Business Report
 - a. Board Report-Expenditures by Object 07/01/13 to 7/31/13**
 - b. Secure Rural Schools Update**
 - 2. Staff Reports (5 minutes)
 - a. A letter of resignation was received from Amy Holland, Instructional Aide (.71 FTE), Loyalton High School, effective July 25, 2013
 - 3. SPTA Report (5 minutes)
 - 4. Board Members' Report (5 minutes)
 - 5. Public Comment – This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter. (Education Code 35145.5; Bylaw 9322; Government Code 54954.3)
 - a. Current location
 - b. Videoconference location
- F. CONSENT CALENDAR
 - 1. Approval of minutes of the Regular Board meeting held July 9, 2013**
 - 2. Approval of bill warrants for month of July 2013**

G. ACTION ITEMS

New Business

- 1314-07 Adoption of Resolution No. 13-002, Set Superintendent Salary** (Asquith)
- 1314-08 Appointment and Oath of Office of Merrill M. Grant, Ed.D. to the position of Sierra County Superintendent of Schools (Wright)
- 1314-09 Approval of agreement with Barbara McKurtis, Speech Therapist, for the 2013-2014 school year** (Asquith)
- 1314-010 Approval to submit 2013-2014 Declaration of Need for Fully Qualified Educators** (Asquith)
- 1314-011 Approval of Budget Revision for Fiscal Year 2013-14*

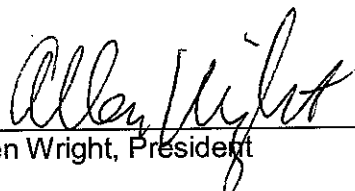
BOARD POLICIES AND ADMINISTRATIVE REGULATIONS (Wright)

- 1314-012 Administrative Regulation 1312.3, Uniform Complaint Procedures, revision**
- 1314-013 Board Policy 3460, Financial Reports and Accountability, revision**
- 1314-014 Administrative Regulation 3460, Financial Reports and Accountability, revision**
- 1314-015 Board Policy 3580, District Records, revision**
- 1314-016 Administrative Regulation 3580, District Records, revision**
- 1314-017 Board Policy 4040, Employee Use of Technology, revision**
- 1314-018 Exhibit E4112.9, Employee Notifications, revision**
- 1314-019 Administrative Regulation 4117.14, Postretirement Employment, revision**

H. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on September 10, 2013, at Sierra County Office of Education, 109 Beckwith Road, Room 4, Loyalton, CA, at 6:00 pm.
2. Suggested Agenda Items
 - a. _____
 - b. _____

I. ADJOURNMENT



Allen Wright, President

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

Balances through July						Fiscal Year 2013/14
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	160,144.00	160,144.00	157,939.35	2,204.35	.30
1120	Certificated Substitutes	4,833.00	4,833.00			4,833.00
1200	Certificated Pupil Support Ser	58,392.00	58,392.00	58,392.00		.00
1300	Certificated Supervisor Admini	65,192.00	65,192.00	43,231.65	3,930.15	18,030.20
Total for Object 1000		288,561.00	288,561.00	259,563.00	6,134.50	22,863.50
2100	Instructional Aides' Salaries	107,184.00	107,184.00	95,622.10		11,561.90
2200	Classified Support Salaries	13,238.00	13,238.00	12,557.57	857.61	177.18-
2300	Classified Supervisors' Admini	90,812.00	90,812.00	82,417.50	7,552.50	842.00
2400	Clerical Technical Office Staf	113,140.00	113,140.00	105,731.50	10,412.00	3,003.50-
2900	Other Classified Salaries	6,144.00	6,144.00			6,144.00
Total for Object 2000		330,518.00	330,518.00	296,328.67	18,822.11	15,367.22
3101	STRS Certificated Positions	22,319.00	22,319.00	21,413.79	506.09	399.12
3102	STRS Classified Positions			635.20	123.75	758.95-
3202	PERS Classified Positions	52,074.00	52,074.00	44,855.98	3,025.32	4,192.70
3301	OASDI Certificated Positions	1,118.00	1,118.00			1,118.00
3302	OASDI Classified Positions	19,869.00	19,869.00	17,322.50	1,041.76	1,504.74
3311	Medicare Certificated Position	4,482.00	4,482.00	3,664.80	177.85	639.35
3312	Medicare Classified Positions	4,653.00	4,653.00	4,157.00	266.27	229.73
3401	Health & Welfare Benefits Cert	70,692.00	70,692.00	69,537.57	1,153.37	1.06
3402	Health & Welfare Benefits Clas	84,530.00	84,530.00	76,667.83	5,554.41	2,307.76
3501	SUI Certificated	1,358.00	1,358.00	129.77	6.31	1,221.92
3502	SUI Classified	165.00	165.00	148.30	9.39	7.31
3601	Workers' Compensation Certific	8,916.00	8,916.00	7,525.28	172.28	1,218.44
3602	Workers' Compensation Classifi	10,239.00	10,239.00	8,536.49	546.74	1,155.77
3701	OPEB, Allocated Certificated	27,730.00	27,730.00			27,730.00
3802	PERS Reduction Recapture			256.00	258.86	514.86-
3901	Golden Handshake				6,479.22	6,479.22-
Total for Object 3000		308,145.00	308,145.00	254,850.51	19,321.62	33,972.87
4200	Library and Reference Material	6,613.00	6,613.00	1,297.20		5,315.80
4300	Materials and Supplies	18,975.00	18,975.00			18,975.00
4320	Custodial Supplies	1,300.00	1,300.00	258.27	172.94-	1,214.67
4330	Office Supplies	2,000.00	2,000.00			2,000.00
4350	Vehicle Upkeep	6,500.00	6,500.00	2,687.50		3,812.50
Total for Object 4000		35,388.00	35,388.00	4,242.97	172.94-	31,317.97
5100	Subagreements for Services	33,544.00	33,544.00			33,544.00

Balances through July						Fiscal Year 2013/14
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
5200	Travel and Conference	23,985.00	23,985.00	1,963.01	133.66-	22,155.65
5300	Dues and Membership	17,470.00	17,470.00	1,519.00	6,932.00	9,019.00
5400	Insurance	10,200.00	10,200.00	9,824.00	325.00	51.00
5500	Operation Housekeeping Service	8,000.00	8,000.00	2,000.00		6,000.00
5600	Rentals, Leases, Repairs, Nonc	2,700.00	2,700.00	465.75	10.75	2,223.50
5800	Professional Consulting	9,000.00	9,000.00	5,700.00	3,500.00	200.00-
5801	Legal Services	29,205.00	29,205.00			29,205.00
5803	Legal Publications	500.00	500.00	200.00	40.00-	340.00
5805	Personnel Expense	593.00	593.00	250.00		343.00
5806	Negotiations	2,000.00	2,000.00			2,000.00
5808	Other Services & Fees	1,500.00	1,500.00	1,121.48	78.52	300.00
5810	Contracted Services	195,310.00	195,310.00	31,335.00		163,975.00
5899	SPJUSD to Reimburse			22,634.75	32.25	22,667.00-
5900	Communications	2,000.00	2,000.00			2,000.00
	Total for Object 5000	336,007.00	336,007.00	77,012.99	10,704.86	248,289.15
7110	County Tuition Inter Dist Agree	143,407.00	143,407.00			143,407.00
7141	Tuition, excess cost etc betwe	213,187.00	213,187.00			213,187.00
7310	Direct Support/Indirect Costs					.00
	Total for Object 7000	356,594.00	356,594.00	.00	.00	356,594.00
	Total for Expense accounts	1,655,213.00	1,655,213.00	891,998.14	54,810.15	708,404.71
	Total for Org 001, Fund 01 and Expense accounts	1,655,213.00	1,655,213.00	891,998.14	54,810.15	708,404.71

SECURE RURAL SCHOOLS UPDATE

The House Natural Resources Committee acted today on a bill to provide a temporary extension and revenue sources and the Secure Rural Schools program.

The House Natural Resources Committee approved HR 1526, The Restoring Healthy Forests for Healthy Communities Act, on a bipartisan voice vote. HR 1526 establishes economic stability on National Forest System land by ensuring forest management and dependable revenue for counties and schools through a temporary extension of the Secure Rural Schools and Community Self Determination Act of 2000.

- **H.R. 1526** Hastings of WA), To restore employment and educational opportunities in, and improve the economic stability of, counties containing National Forest System land, while also reducing Forest Service management costs, by ensuring that such counties have a dependable source of revenue from National Forest System land, to provide a temporary extension of the Secure Rural Schools and Community Self-Determination Act of 2000, and for other purposes. "Restoring Healthy Forests for Healthy Communities Act"

Key bipartisan support for H.R. 1526 came from Committee Chair Doc Hastings (R-WA) ranking Minority Member Peter DeFazio (D-OR), Congressman Rob Bishop (R-UT), and Congressman Greg Walden (R-OR)

H.R. 1526 The Restoring Healthy Forests for Healthy Communities Act is now cleared for consideration by the full House of Representatives in September when Congress returns from its summer recess.

MINUTES OF THE REGULAR MEEETING OF THE
SIERRA COUNTY BOARD OF EDUCATION
July 9, 2013
Sierra County Office of Education
109 Beckwith Road, Loyalton, California

A. CALL TO ORDER

President Allen Wright called the meeting to order at 6:00 pm.

B. ROLL CALL

PRESENT: Mr. Allen Wright, President
Ms. Patty Hall, Clerk
Ms. Sharon Dryden Member
Mr. Mike Moore, Member

ABSENT: Mr. Tim Driscoll, Vice President

VACANT: None

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

C. FLAG SALUTE

D. APPROVAL OF THE AGENDA
MSCU/HALL/MOORE

E. INFORMATION / DISCUSSION ITEMS

1. SUPERINTENDENT'S REPORT (position vacant)

2. BUSINESS REPORT

- a. Board Report-Expenditures by Object 07/01/12 to 06/30/13
- b. Rose Asquith reported that Governor Brown signed the State Budget on July 1, 2013. Changes are:
 - the formula will provide \$500 more per grade span;
 - 20% on the base grant per supplemental;
 - necessary small school formula still applies;
 - the County Office should be receiving more funding;
 - an Accountability Plan must be adopted and implemented by July 1, 2014, and updated annually.
- c. Susan Vandruff, Occupational Therapist, contract renewal
- d. Egricelda Garcia was hired as custodian, 10 hrs. weekly, effective July 1, 2013.
- e. The District Office will be closed July 26th due to ramp repair on Room 3.

3. STAFF REPORTS

1. Staff Reports (5 minutes)
 - a. SARB Report (handout)
 - b. Smarter Balanced Assessment/Core Curriculum Presentation – Marlene Mongolo

4. SPTA REPORTS

There were no reports.

5. BOARD MEMBERS' REPORTS

There were no reports.

6. PUBLIC COMMENT

President WRIGHT opened the meeting for public comment at 6:37 pm.

There was no public comment.

President WRIGHT closed the meeting for public comment at 6:37 pm.

F. CONSENT CALENDAR

The following items were included on the consent calendar:

1. Approval of minutes of the Regular Board meeting held June 19, 2013
2. Approval of bill warrants for month of June 2013
3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending June 30, 2013. It is required per Education Code 35186 section (d) that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the 2012-2013 school year.

MSCU/MOORE/HALL

G. ACTION ITEMS

- 1314-01 Confidential Employees' Response to Employer's 2013-2014 Proposal

TRUSTEE DRYDEN AYE

TRUSTEE HALL AYE

TRUSTEE MOORE AYE

TRUSTEE WRIGHT AYE

4/0

MOORE motioned to accept the Confidential Employees' Response to Employer's 2013-2014 Proposal/HALL seconded.

- 1314-02 MOORE motioned to accept the Notice of Resignation from Suzi Pangman, Support Secretary, Downieville School, effective July 1, 2013/HALL seconded.

TRUSTEE DRYDEN AYE

TRUSTEE HALL AYE

TRUSTEE MOORE AYE

TRUSTEE WRIGHT AYE

4/0

- 1314-03 DRYDEN motioned that the Sierra County Office of Education Board President act as interim signature authority for Sierra County Office of Education, inclusive of County warrants/HALL seconded.

TRUSTEE DRYDEN AYE

TRUSTEE HALL AYE

TRUSTEE MOORE AYE

TRUSTEE WRIGHT AYE

4/0

Sierra County Office of Education
Regular Meeting Minutes
July 9, 2013

1314-04 Appointment of no more than two Sierra County Office of Education employees as interim signature authorities to sign general operations documents
DRYDEN moved that Rose Asquith, Business Manager and Marlene Mongolo, SELPA DIRECTOR be interim signature authorities to sign general operations documents/MOORE seconded.

TRUSTEE DRYDEN	AYE
TRUSTEE HALL	AYE
TRUSTEE MOORE	AYE
TRUSTEE WRIGHT	AYE

4/0

1314-05 DRYDEN motioned to adopt Resolution 13-001, Health and Welfare Board Member Benefit, Medicare Reimbursement/HALL seconded.

TRUSTEE DRYDEN	AYE
TRUSTEE HALL	AYE
TRUSTEE MOORE	AYE
TRUSTEE WRIGHT	AYE

4/0

1314-06 MOORE motioned to adopt Revision of Board Bylaw 9250, Remuneration, Reimbursement and Other Benefits/HALL seconded.

TRUSTEE DRYDEN	AYE
TRUSTEE HALL	AYE
TRUSTEE MOORE	AYE
TRUSTEE WRIGHT	AYE

4/0

H. ADVANCED PLANNING

1. The next Regular Board Meeting will be held on AUGUST 13, 2013, Downieville, California, immediately following the 6:00 pm meeting of the Sierra County Board of Education.

I. ADJOURNMENT

MSCU/MOORE/HALL
ADJOURNED at 6:53 pm.

Patty Hall, Clerk

Allen Wright, President

Checks Dated 07/01/2013 through 07/31/2013

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
00013760	07/24/2013	CCSESA	01-5300		6,932.00
00013761	07/24/2013	LIBERTY UTILITIES CPEC	01-9500		111.93
00013762	07/24/2013	MIKE MOORE	01-9500		28.25
00013763	07/24/2013	MOUNTAIN MESSENGER	01-9500		60.00
00013764	07/24/2013	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571		4,652.25
00013765	07/24/2013	PITNEY BOWES, INC.	01-5600	10.75	
			01-5899	32.25	
			01-9500	193.50	236.50
00013766	07/24/2013	S I & A	01-5800		1,000.00
00013767	07/24/2013	SCHOOL SERV OF CALIFORNIA INC	01-9500		270.00
00013768	07/24/2013	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	78.52	
			01-9500	103.10	181.62
00013769	07/24/2013	SIERRA VALLEY HOME CENTER	01-9500		8.37
00013770	07/24/2013	SINGLETON AUMAN PC	01-5800		2,500.00
00013771	07/24/2013	STATE BOARD OF EQUALIZATION	01-9502		17.75
00013772	07/24/2013	TRI COUNTY SCHOOLS GROUP	01-5400	325.00	
			01-9535	3,158.00	
			76-9576	12,089.10	15,572.10
00013773	07/24/2013	VOYAGER	01-9500		196.81
00013774	07/24/2013	ALLEN WRIGHT	01-5200	21.19	
			01-9500	7.07	28.26
			Total Number of Checks	15	31,795.84

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	14	15,054.49
76	Payroll Clearing	2	16,741.35
Total Number of Checks		15	31,795.84
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			31,795.84

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

ESCAPE ONLINE

Page 1 of 1

SIERRA COUNTY OFFICE OF EDUCATION

RESOLUTION NO. 13-002

SET SUPERINTENDENT SALARY

WHEREAS, the County Superintendent of Schools shall be appointed by the Sierra County Board of Education; and

WHEREAS, the California Constitution, Article 9, Section 3.1(b) authorizes the County Board to set the County Superintendent's salary; and

WHEREAS, pursuant to Education Code §35034 and §35035 the County Superintendent may serve as District Superintendent, chief executive officer and secretary of the District Governing Board; and

WHEREAS, the County Superintendent of Schools may serve as both County and District Superintendent; and

WHEREAS, the County Superintendent salary will be set at \$40,000, per annum, effective August 1, 2013; and

NOW, THEREFORE, BE IT RESOLVED that effective upon being appointed County Superintendent of Schools effective August 13, 2013, the Sierra County Superintendent of Schools shall be paid \$40,000 for services August 13, 2013, through June 30, 2014.

PASSED AND ADOPTED by the Sierra County Board of Education on this 13th day of August, 2013, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:
VACANT:

Patricia Hall, Clerk

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the Sierra County Office of Education, ("the COUNTY"), and Barbara J. McKurtis, the ("CONTRACTOR").

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR warrants that CONTRACTOR has the special skills, expertise and experience in order to effectively provide student speech, language and hearing services. CONTRACTOR shall provide the services described in Attachment "A" and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2013

Termination Date: June 30, 2014

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement on a time and material basis and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" 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.

Stanford J. Hardeman, Superintendent, is the designated representative of the COUNTY, and will administer this Agreement for the COUNTY. Barbara J. McKurtis 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 - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice

9. AGREEMENT DATE. The Agreement Date is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

By: _____ Superintendent

By:  _____
Barbara J. McKurtis

Date

7/19/13
Date

CONTRACTOR TAXPAYER I.D. NUMBER

572-64-8054
(Taxpayer I.D. or Social Security No.)

ATTACHMENT A

A.1. SCOPE OF SERVICES AND DUTIES.

At the request of Sierra County Office of Education, CONTRACTOR shall include, but is not limited to,

- provide student speech, language and hearing screening for children and young adults ages 0-22
- provide individual and small group speech and language therapy to eligible students, schedule caseloads and prepare lesson plans
- conduct speech, language and hearing assessment of referred students for initial evaluation and triennial reviews
- provide written documentation/reports for the purpose of diagnostic and treatment recommendations
- recommend time and duration of student speech, language, hearing services; comply with services stated in the student IEP
- attend IEP meetings, parent conferences and site meetings as required
- keep accurate records of student attendance, behavior and all information relative to student receiving services
- consult with outside agencies to obtain student information and formulate appropriate programs and services
- provide follow up and additional services relating to your professional expertise as requested
- other duties as directed by the Superintendent or designee.

A.2. TIME SERVICES RENDERED.

Work will begin August 26, 2013, and upon execution of this Agreement by the COUNTY. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

- Copies of existing records and supporting documentation as necessary to perform all work
- As approved by County Superintendent, provide materials as required for direct services in accordance with the student IEP and to conduct speech, language and hearing student evaluations

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE, COUNTY shall pay CONTRACTOR for work performed, at the rate of \$400.00 daily, maximum \$58,800 for a maximum of 147 days through June 30, 2014. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Superintendent prior to the issuance of such Invoice. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within fifteen (15) days after the Invoice is approved and accepted by the Superintendent. In no event shall total compensation paid for services to CONTRACTOR under this Agreement exceed \$58,800 without a written amendment to this Agreement approved by the County Superintendent.

B.2 MILEAGE. None

B.3 TRAVEL COSTS. None

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. None

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B. 1	Base Contract Fee	\$58,800
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	0

MAXIMUM CONTRACT AMOUNT: \$58,800

ATTACHMENT C
ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D

GENERAL PROVISIONS

- D.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 COUNTY. 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:
- D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
- D.1.2** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY'S control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- D.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.
- D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY 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 COUNTY.
- D.1.5** The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY 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 COUNTY.
- D.1.6** The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY'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 COUNTY's employees.
- D.1.7** COUNTY 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.
- D.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 COUNTY.
- D.1.9** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.
- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY 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 practice its profession at the time the services are performed.
- D.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.

D.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.

D.5 INSURANCE.

D.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 COUNTY, naming the COUNTY and COUNTY's officers, employees, as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.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).

D.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.

D.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*.

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

D.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.

D.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 COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 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 County Office of Education
P.O. Box 157
Sierraville, CA 96126

D.5.7 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 COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY 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 COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverage's and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR'S expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(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 D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.6** INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected 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.
- D.7** CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.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.
- D.9** PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, 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 COUNTY of its desire for removal of such person or persons.
- D.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 COUNTY 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.

- D.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 COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the COUNTY 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.
- D.12** TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR,
- D.13** TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply;
- D.13.1.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- D.13.1.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed *One Thousand Dollars (\$1,000)*. Further provided, however, COUNTY 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. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
- D.13.2** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.
- D.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 COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15** WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

- D.16** **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.
- D.17** **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.
- D.18** **MINOR AUDITOR REVISION.** In the event the Sierra County Office of Education finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Superintendent may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.19** **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.
- D.20** **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.20.1** **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.
- D.20.2** **MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.21** **TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.22** **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.
- D.23** **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.
- D.24** **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.
- D.25** **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.
- D.26** **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.

- D.27** 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 County of Sierra, State of California.
- D.28** CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.29** 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 COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.30** TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.
- D.31** 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 or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.32** 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 COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.33** CONFLICT OF INTEREST
- D.33.1** 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.
- D.33.2** ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.
- D.33.3** ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any

decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY 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.

- D.34** NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY 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.
- D.35** 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.
- D.36** TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR'S signature on page 2 of this Agreement).
- D.37** 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 "COUNTY":
Sierra County Office of Education
Post Office Box 157
Sierraville, CA 96126
530 994-1044 * Fax 530 994-1045

AFTER JUNE 15, 2013:
Sierra County Office of Education
109 Beckwith Road
Loyalton CA 96118

If to "CONTRACTOR":
Barbara J. McKurtis
25 Meadow Road
Sattley, CA 96124
Telephone: 530 994-3517



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2013-2014
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: _____ District CDS Code: _____
 Name of County: SIERRA County CDS Code: 46 10462

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 13 / 13 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2014.

Submitted by (Superintendent, Board Secretary, or Designee):

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County SIERRA County CDS Code 4610462
 Name of State Agency _____
 Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2014.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name 530 993-0828	Signature 530 993-1660	Title
Fax Number P O BOX 955, LOYALTON CA 96118	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	_____
_____	_____
<input checked="" type="checkbox"/> Resource Specialist	1
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	1
TOTAL	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. small school district, limited staff resources

Does your agency participate in a Commission-approved college or university intern program? Yes No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an intern program.

USC Chico

If no, explain why you do not participate in an intern program.

P. O. Box 955
109 Beckwith Road
Loyalton CA 96118
(530) 993-1660

UCP Policy and Procedures AR1312.3
Adopted by the SPJUSD Governing Board on August 13, 2013

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES (UCP)

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.

If Sierra County Office of Education and/or Sierra-Plumas Joint Unified School District finds merit in a complaint a remedy will be provided to all affected pupils, parents and guardians, that, where applicable, will include reasonable efforts by Sierra County Office of Education and/or Sierra-Plumas Joint Unified School District to ensure full reimbursement to all affected pupils, parents and guardians.

UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. UCP policies and procedures were submitted to the governing board for approval and adoption (see the top of this document for final adoption date).

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

Programs or activities in which Sierra County Office of Education and Sierra-Plumas Joint Unified School District receive state or federal funding are:

- Consolidated Categorical Aid Programs
- Career Technical and Technical Education and Training Programs
- Child Nutrition Programs
- Special Education Programs

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers.

Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.

Employment discrimination complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).

Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Superintendent or Designee
Sierra-Plumas Joint Unified School District
P. O. Box 955
109 Beckwith Road
Loyalton CA 96118
530 993-1660

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
 - d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
 - e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
 - f. Copies of the district's uniform complaint procedures are available free of charge.

Procedures

All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or

bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

OPTION 2:

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which,

where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (Education Code 49013; 5 CCR 4632)

The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in a complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including when the district has not taken action within 60 calendar days of the date the complaint was filed with the district. (5 CCR 4650)

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

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

Regulation approved: April 10, 2007
Revised: September 11, 2012
Revised: August 13, 2013

Sierra County/Sierra-Plumas Joint USD

Business and Noninstructional Operations

BP 3460

FINANCIAL REPORTS AND ACCOUNTABILITY

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3430 - Investing)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

Note: The following **optional** paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting principles prescribed by GASB and meeting other state and federal reporting guidelines.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

(cf. 3400 - Management of District Assets/Accounts)

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

(cf. 1340 - Access to District Records)

Note: The Fiscal Crisis and Management Assistance Team (FCMAT), which advises districts on fiscal management and works with insolvent districts, has identified 15 predictors of fiscal distress common in districts needing state intervention. These conditions include a governance crisis; absence of communication to educational community; lack of interagency cooperation; failure to recognize year-to-year trends (e.g., declining enrollment or deficit spending);

flawed projections for average daily attendance; failure to maintain reserves; insufficient consideration of long-term bargaining agreement effects; flawed multi-year projections; inaccurate revenue and expenditure estimations; poor cash flow analysis and reconciliation; bargaining agreements beyond state cost-of-living adjustment; no integration of employee position control with payroll; limited access to timely personnel, payroll, and budget control data and reports; escalating general fund encroachment; and lack of regular monitoring of categorical programs. See FCMAT's Fiscal Oversight Guide for further information.

When the County Superintendent of Schools reviews the district's budget (see AR 3100 - Budget), he/she is required by Education Code 42127 and 42127.6 to consider whether more than three of these predictors are present. If so, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent must investigate whether the district may be unable to meet its financial obligations for the current or two subsequent fiscal years.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

Note: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board must receive testimony from parents/guardians, exclusive representatives of employees, and other community members. If the district receives such an apportionment, it is subject to the conditions set forth in Education Code 41326, including assumption of all the Board's legal rights, duties, and powers by a state-appointed administrator.

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

(cf. 9322 - Agenda/Meeting Materials)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

Note: Education Code 42130 requires that the district issue two interim fiscal reports, as described below, based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

Note: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the Superintendent of Public Instruction (SPI). The CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

Note: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to change the district's positive certification to qualified or negative or, as amended by AB 2662 (Ch. 589, Statutes of 2012), to change the district's qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Note: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit his/her comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted to the County Superintendent by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on its financial problems; (2) conduct a study of the financial and budgetary conditions of the district including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold the Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the

district's teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (see section entitled "Non-Voter-Approved Debt Report" in the accompanying administrative regulation).

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Note: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

Note: Education Code 42637 authorizes the County Superintendent, at any time during the fiscal year if he/she concludes that the district's budget does not comply with criteria and standards adopted by the SBE, to conduct a comprehensive review of the financial and budgetary conditions of the district and report his/her findings to the Board at a public meeting. According to FCMAT's Fiscal Oversight Guide, this provision of the law requires the County Superintendent to exercise this authority when the district receives a negative certification and authorizes him/her to do so when the district receives a qualified certification. After receiving such a report, the Board must respond to the recommendations within 15 days.

At any time during the year when the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendation. (Education Code 42637)

Audit Report

Note: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, if the district has a disapproved budget, has received a negative certification on any budget or interim fiscal report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern, any contract the district enters into for auditing services must be approved by the County Superintendent.

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code 41020)

Note: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Note: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

Note: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, CSBA's publication Maximizing School Board Governance: Fiscal Accountability recommends that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

Note: The following **optional** section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation.

Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools

14500-14508 Financial and compliance audits

17150-17150.1 Public disclosure of non-voter-approved debt

17170-17199.5 California School Finance Authority

33127 Standards and criteria for local budgets and expenditures

33128 Standards and criteria; inclusions

33129 Standards and criteria; use by local agencies

35035 Powers and duties of superintendent

41010-41023 Accounting system

41326 Emergency apportionment

41344 Repayment of apportionment significant audit exceptions

41344.1 Appeals of audit findings

41455 Examination of financial problems of local districts

42100-42105 Requirement to prepare and file annual statement

42120-42129 Budget requirements

42130-42134 Financial reports and certifications

42140-42142 Public disclosure of fiscal obligations

42637 County superintendent review of district's financial and budgetary conditions

42652 Revocation or suspension of warrant authority

48300-48316 Student attendance alternatives

GOVERNMENT CODE

3540.2 School district; qualified or negative certification; proposed agreement review and comment

7900-7914 Appropriations limit
 16429.1 Local agency investment fund
 53646 Reports of investment policy and compliance
CODE OF REGULATIONS, TITLE 5
 15060 Standardized account code structure
 15070 Submission of reports using standardized account code structure
 15440-15451 Criteria and standards for school district budgets
 15453-15464 Criteria and standards for school district interim reports
 19810-19816.1 Audits
UNITED STATES CODE, TITLE 31
 7501- 7507 Single audits of federal program funds

Management Resources:

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Maximizing School Board Governance: Fiscal Accountability, 2006
CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS
New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
Audit Resolution Process: Repayment Plans, December 8, 2000
FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS
Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006
GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS
Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

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GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS (continued)
Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004
Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
STATE CONTROLLER PUBLICATIONS
Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)
U.S. GOVERNMENT ACCOUNTABILITY OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY AND EFFICIENCY (PCIE) PUBLICATIONS
Government Auditing Standards, 2011
Financial Audit Manual, revised 2008
U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS
A-133 Audits of States, Local Governments, and Non-Profit Organizations
WEB SITES
 CSBA: <http://www.csba.org>
 California Association of School Business Officials: <http://www.casbo.org>
 California County Superintendents Educational Services Association: <http://www.ccsesa.org>
 California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>
 Education Audit Appeals Panel: <http://www.eaap.ca.gov>
 Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>
 Governmental Accounting Standards Board: <http://www.gasb.org>
 School Services of California: <http://www.sscal.com>
 State Controller's Office: <http://www.sco.ca.gov>
 U.S. Government Accountability Office: <http://www.gao.gov>
 U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>

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

Regulation approved: April 10, 2007
 Revised: August 13, 2013

Sierra County/Sierra-Plumas Joint USD

Business and Noninstructional Operations

AR 3460(a)

FINANCIAL REPORTS AND ACCOUNTABILITY

Interim Reports

Note: Education Code 42130 requires that the district issue two interim fiscal reports; see the accompanying Board policy. The reports must be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464 and address the areas listed below.

Pursuant to 5 CCR 15455, one of the criteria is the maintenance of a general fund reserve for economic uncertainty; also see BP 3100 - Budget. By the 2013-14 fiscal year, the district is required to comply with the minimum reserve specified in 5 CCR 15455 applicable to its average daily attendance, which had been temporarily reduced to one-third of that amount beginning in the 2009-10 fiscal year pursuant to Education Code 33128.3.

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. (Education Code 33128.3, 42130; 5 CCR 15453-15464)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

(cf. 3100 - Budget)

(cf. 3111 - Deferred Maintenance Funds)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Audit Report

Note: Pursuant to Education Code 41020, each year the district is required to arrange for an independent audit of all the district's funds. The audit must be approved by the Governing Board and submitted to the County

Superintendent of Schools, California Department of Education (CDE), and State Controller within specified timelines. See the accompanying Board policy.

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Note: The following **optional** paragraph is for use by districts that elect to participate in the school district of choice program (Education Code 48300-48316); see Option 2 in BP/AR 5117 - Interdistrict Attendance. Pursuant to Education Code 48301, any district that elects to participate in the school district of choice program must ensure that its annual financial audit includes a review of the district's compliance with program requirements to establish a random, unbiased process for student admittance and to provide appropriate and factually accurate parent/guardian communications. A summary of any audit exceptions found by the auditor must be included in reports to each geographically adjacent school district, the county office of education, CDE, and Department of Finance as required by Education Code 48313.

New

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

Note: Pursuant to 31 USC 7502, Office of Management and Budget (OMB) Circular A-133, and subsequent compliance supplements, whenever the district expends \$500,000 or more in federal funds during a fiscal year, its audit of federal funds must be submitted to the federal audit clearinghouse designated by the OMB within the timelines specified below. Although submission of the report is often done by the auditor, it is the district's responsibility to ensure that it is submitted on time.

New

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)

Note: Pursuant to Education Code 41344 and 41344.1, the district may informally or formally appeal an audit finding to the Education Audit Appeals Panel (EAAP) within the timelines noted below, when the audit finding requires the district to repay an apportionment or pay a penalty. If it finds that there has been substantial compliance with the law, the EAAP may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Fund Balance

Note: The following **optional** section reflects the provisions of GASB Statement 54, which addresses the manner in which fund balances in the general fund must be reported in external financial reports. Pursuant to GASB 54, the Board has sole authority to specify purposes of committed funds (item #3 below) and also must express, or delegate the authority to express, intended purposes of resources resulting in the assigned fund balance (item #4 below); see BP 3100 - Budget.

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Note: When applicable, Education Code 42127.5 requires districts to report the reasons for a negative unrestricted fund balance or negative cash balance. "Unrestricted funds" are any funds that are not constrained by law to be spent on specific purposes and which therefore may be spent as the Board deems appropriate. Such

funds may be reported in the committed fund balance, assigned fund balance, or unassigned fund balance as provided in items #3-5 in the section "Fund Balance" above.

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Non-Voter-Approved Debt Report

Note: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 17150 and 17150.1, the County Superintendent and County Auditor may, within 15 days of receiving these notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the County Auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

(cf. 7214 - General Obligation Bonds)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and County Auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the County Auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report (GASB 45)

Note: GASB Statement 45 contains reporting requirements pertaining to "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). Under GASB 45, the district must report OPEBs as a current expense during the working years of an employee, calculated by an actuary using one of six specified actuarial cost methods. In addition, to the extent that the OPEBs are not prefunded in a designated fund or irrevocable trust, they must be reported as a liability on the district's financial statements. The decision of whether to prefund the benefits, and by how much, is at the Board's discretion; see BP 3100 - Budget.

The SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods (5 CCR 15453, 15464). These reports are included in the state's standardized account code structure software used to develop budget and interim reports.

CSBA's GASB 45 Solutions program provides access to qualified actuaries and consultants and a GASB 45-compliant trust to prefund future obligations. See CSBA's web site for further information.

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

Note: Pursuant to GASB 45, the district must arrange for an actuary to update the valuation of its OPEB obligations either every two years (for OPEB plans with a total membership of 200 or more) or every three years (for OPEB plans with fewer than 200 members). CDE correspondence dated February 26, 2007 indicates that districts with fewer than 100 plan members may use an alternative method that does not require the services of an actuary. The district may revise the following paragraph to reflect the district's circumstances.

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

Workers' Compensation Claims Report

Note: The following **optional** section is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See BP 3100 - Budget for provisions related to funding the estimated accrued cost of workers' compensation claims.

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

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

Regulation approved: April 10, 2007

Revised June 14, 2011

Revised: August 13, 2013

Sierra County/Sierra-Plumas Joint USD

Business and Noninstructional Operations

BP 3580(a)

DISTRICT RECORDS

Note: The following **optional** policy and accompanying administrative regulation address the classification and retention of district records pursuant to 5 CCR 16020-16027 and may be modified to reflect district practice. For more information about personnel records, including the contents and retention of such records pursuant to 5 CCR 16023, see AR 4112.6/4212.6/4312.6 - Personnel Files. For additional requirements pertaining to student records, including the contents and retention of such records pursuant to Education Code 49069, 5 CCR 430-433, and the Family Educational Rights and Privacy Act (20 USC 1232g and 34 CFR 99.1-99.8); see BP/AR 5125 - Student Records. For requirements pertaining to public access to certain records in accordance with the California Public Records Act (Government Code 6251-6270), see BP/AR 1340 - Access to District Records.

The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)

(cf. 3440 - Inventories)

Note: 5 CCR 16020 defines a record as any paper or document which the district is required to maintain or which the district prepares or maintains as necessary to the discharge of official duty. 5 CCR 16022 requires the Superintendent or designee to annually review and classify these "records" in order to determine the length of time for which they must be retained. Depending on their content, electronic communications such as email, voicemail, and text messages may also be considered "records" and thus are subject to the same classification and retention schedule as paper documents.

Code of Civil Procedure 1985.8 (the California Electronic Discovery Act) and 2031.010 make the procedural rules requiring the disclosure of documents to the opposing party in litigation applicable to electronically stored information. These state rules are similar to federal Rules of Civil Procedure adopted in 2007 that apply to actions in federal courts and which also include provisions related to electronically stored information. In general, the rules require parties in litigation to identify and disclose potentially relevant electronic information and, upon notification by district legal counsel of pending or anticipated litigation, halt the routine destruction of paper or electronic records (e.g., suspend automatic monthly erasure of back-up tapes) that could be potentially relevant (a "litigation hold").

It is important that districts have an efficient and consistent system in place for discarding those documents, including email, that are not considered "records." Such a system may help reduce storage costs and prevent unnecessary disclosure. For example, Government Code 6254 exempts from disclosure "preliminary drafts" not retained by the district. The purpose of this exemption is to allow a measure of confidentiality for pending district action. However, if preliminary drafts are not regularly discarded, then they may be considered a "record" that has been retained by the district and thus subject to disclosure under the Public Records Act.

The following **optional** paragraph, which may be revised to reflect district practice, directs the Superintendent or designee to create a document management system which includes a process for the storage and destruction of electronic materials. Each district will need to do an analysis of the type of system needed based on the size of the district, number of school sites, number of employees, and the type, practice, and capability of the district's information technology system.

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

(cf. 0440 - District Technology Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

<p>Note: Since districts collect and retain personal information of students, parents/guardians, and employees in the normal conduct of district business, it is important to establish some safeguards against unauthorized release of such personal information and to prevent crimes such as identity theft, as provided in the following optional paragraph, which may be revised to reflect district practice.</p>
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In the event of any known or reasonably suspected breach of the security of district records containing confidential personal information including, but not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account, the Superintendent or designee shall immediately notify local law enforcement agencies and any affected persons. Notification of affected individuals may be delayed if a law enforcement agency determines that the notification would impede a criminal investigation.

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Safe at Home Program

<p>Note: The Secretary of State's Safe at Home program creates a confidential address and mail-forwarding program for victims of domestic violence, stalking, or sexual assault. Government Code 6207 provides that, when creating a public record, the district must not include actual residences of students, parents/guardians, or employees when a substitute address is designated through the Safe at Home program. Districts are required to</p>
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accept the program participation card issued by the Secretary of State and to substitute a post office box as the participant's address.

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

Note: According to the Secretary of State, a participant's confidential, actual address may only be used to establish student enrollment eligibility and for school emergency purposes. Pursuant to Government Code 6207, a participant's confidential, actual address is not a public record and should not be made available to anyone under any circumstances. See also AR 5111.1 - District Residency.

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)
(cf. 5141 - Health Care and Emergencies)

Legal Reference:

EDUCATION CODE

35145 Public meetings
35163 Official actions, minutes and journal
35250-35255 Records and reports
44031 Personnel file contents and inspection
49065 Reasonable charge for transcripts
49069 Absolute right to access

CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act
2031.010-2031.060 Civil Discovery Act, scope of discovery demand
2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
6252-6265 Inspection of public records
12946 Retention of employment applications and records for two years

PENAL CODE

11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition
432 Varieties of student records
16020-16022 Records, general provisions

16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy Act

Regulation approved: April 10, 2007

Revised: December 13, 2011

Revised: August 13, 2013

SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Business and Noninstructional Operations

AR 3580(a)

DISTRICT RECORDS

Classification of Records

Note: Pursuant to 5 CCR 16020, only those documents that are prepared or retained as part of the discharge of official duty are considered as "records" that must be classified and retained. In addition, under the Public Records Act (Government Code 6252), a "public record" is defined as any writing relating to the conduct of district business that is prepared, owned, used, or retained by the district; see BP/AR 1340 - Access to District Records. Documents and other writings that are not prepared or used by the district in the conduct of district business are generally not considered to be "records" and thus are not subject to the requirements of this regulation.

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

(cf. 1340 - Access to District Records)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

(cf. 3440 - Inventories)

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

(cf. 5125 - Student Records)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
 - a. Official budget
 - b. Financial reports of all funds, including cafeteria and student body funds
 - c. Audit of all funds
 - d. Average daily attendance, including Period 1 and Period 2 reports
 - e. Other major annual reports, including:
 - (1) Those containing information relating to property, activities, financial condition, or transactions
 - (2) Those declared by Governing Board minutes to be permanent

(cf. 3100 - Budget)

(cf. 3452 - Student Activity Funds)

(cf. 3460 - Financial Reports and Accountability)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

2. Official Actions
 - a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
 - b. The call for and the result of any elections called, conducted, or canvassed by the Board
 - c. Records transmitted by another agency pertaining to its action with respect to district reorganization

(cf. 7214 - General Obligation Bonds)

(cf. 9324 - Minutes and Recordings)

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such

amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as a Class 1 (Permanent) record and the detailed records may then be classified as Class 3 (Disposable) records.

Information of a derogatory nature as defined in Education Code 44031 shall be retained as a Class 1 (Permanent) record only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. These include any related policy of liability insurance except that these records cease to be Class 1 (Permanent) records one year after the claim has been settled or the statute of limitations has expired.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

(cf. 5143 - Insurance)

5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as a Class 1 (Permanent) record. The detailed records may then be classified as Class 3 (Disposable) records if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, legal description, the amount paid, and comparable data if the unit is disposed of.

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Class 2 - Optional Records

Any record considered temporarily worth keeping, but which is not a Class 1 record, may be classified as a Class 2 (Optional) record and shall be retained until it is reclassified as a Class 3 (Disposable) record. If, by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified as Class 2 (Optional) records pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) records shall be classified as Class 3 (Disposable) records. These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent) records; and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as a Class 3 (Disposable) record. (5 CCR 16026, 16027)

(cf. 5113.2 - Work Permits)

Electronically Stored Information

Note: With the extensive use of electronic messaging, communications, and devices, such as email, text message, and voicemail, in the conduct of official district business, many records and informational materials are generated and maintained in electronic format, making it necessary for districts to design a system for easily saving and retrieving such information when needed. The following **optional** section contains suggestions for the handling of such electronically stored information and may be revised to reflect district practice.

New
Section

All district-related electronically stored information generated or received by a district employee shall be saved to an electronic file on the district's computer and retained for at least 180 days, or shall be printed by the employee and physically filed in a way that it can be easily retrieved when needed.

However, any district-related electronically stored information that qualifies as a record, as defined above, shall be classified and retained as specified in the section "Classification of Records" above.

District-related electronically stored information includes, but is not limited to, any email, voicemail, text message, word processing document, spreadsheet, or text document related to district business or generated in the course of an employee's official duty.

Regulation approved: April 10, 2007

Revised: December 13, 2011

Revised: August 13, 2013

SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Loyalton, California

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Employee Use Of Technology

AR 4040

Personnel

Online/Internet Services: User Obligations and Responsibilities

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy and the user obligations and responsibilities specified below.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under the account number to which they have been assigned.
2. Employees shall use the system safely, responsibly, and primarily for work-related purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
5. Employees shall not use the system to engage in commercial or other for-profit activities without permission of the Superintendent or designee.
6. Copyrighted material shall be posted online only in accordance with applicable copyright laws.

(cf. 6162.6 - Use of Copyrighted Materials)
7. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email.

8. Employees shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or the data of any other user, including so-called "hacking."

9. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communications.

(cf. 1113 - District and School Web Sites)

10. Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

Any employee to whom a district-owned computer, cell phone, or other electronic communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on effectively using the device.

(cf. 4131, 4231, 4331 – Staff Development)

11. Users shall report any security problem or misuse of the services to the Superintendent or designee.

Regulation

approved: April 10, 2007

Revised: December 13, 2011

Revised: August 13, 2013

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

Sierra County/Sierra-Plumas Joint USD

All Personnel

E 4112.9(a)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. Unless otherwise indicated, code numbers below refer to Education Code sections.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	231.5, Government Code 12950, 2 CCR 7288.0	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees	17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	37616	AR 6112	Public hearing on year-round program/schedule
To all employees, prior to implementing block schedule	46162	AR 6112	Public hearing on block schedule
Annually to all employees	49013; 5 CCR 4622	AR 1312.3 BP 3260	Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator, complaints about student fees
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of public employees
To all employees	Government Code 8355; 41 USC 8102	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
<u>Upon placement of automated external defibrillator (AED) in school, and annually thereafter</u>	<u>Health and Safety Code 1797.196</u>	<u>AR 5141</u>	<u>Proper use of AED; location of all AEDs on campus</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees	Health and Safety 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, methods to prevent exposure
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
Upon employment or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees via employee handbook, or to each new employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act
To all employees and job applicants	34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	22461	AR 4117.14 4317.14	Postretirement compensation limitation
To certificated employees	35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation	44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district elects to issue reemployment notices to certificated employees	44842	AR 4112.1	Request to notify district of intent to remain in service for the following school year; copy of law
To certificated employees upon employment	44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment	44929.21	AR 4117.6	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause	44934	AR 4117.4 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
<u>To certificated employee charged with unprofessional conduct</u>	<u>44938</u>	<u>AR 4118</u>	<u>Notice of deficiency and opportunity to correct</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	44940.5	AR 4118	Notice of intent to dismiss 30 days from notice
To probationary employees 30 days prior to dismissal, or not later than March 15 for second-year probationary employees	44948.3	AR 4117.4	Reasons for dismissal and opportunity to appeal
To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15	44948.5	AR 4117.4	Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when student engages in or is reasonably suspected of specified acts	49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct	5 CCR 80303	AR 4117.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	44940.5	AR 4218	Notice of intent to dismiss in 30 days

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
When classified employee is subject to disciplinary action for cause, in nonmerit district	45113	AR 4218	Notice of charges, procedures, and employee rights
To classified employees, at least <u>60</u> days prior to layoff, or by April 29 if specially funded program is expiring at end of school year	45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
IV. To Administrative/Supervisory Personnel			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
Prior to placing derogatory information in personnel file	44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session

previous:
45 days

V. To Individual Employees Under Special Circumstances (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Notice or training to employee with access to confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime at workplace	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
<u>To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation</u>	<u>8 CCR 5191</u>	<u>AR 3514.1</u>	<u>Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material</u>
<u>To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area</u>	<u>8 CCR 5194</u>	<u>AR 3514.1</u>	<u>Any presence of hazardous substances in the work area, location and availability of hazard communication program, new safety data sheet, employee rights</u>
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for family care and medical leave	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations

Regulation approved: September 11, 2012

Revised: August 13, 2013

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