

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

May 8, 2018

6:00pm REGULAR SESSION following 5:00pm Closed Session on District side
Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118

Videoconferencing will be available at Downieville School, 130 School St., Downieville, CA 95936

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

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

Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at 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. APPROVAL OF AGENDA

D. FLAG SALUTE

E. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report

- a. Assignment of Kathleen Epps, Downieville School Transportation Aide, 20 hours weekly .667 FTE, effective 4/09/2018
- b. Curriculum Coordinator 2018-2019, Appointment of Megan Meschery FTE 1.0
- c. Report out from California County Superintendents Educational Services Association (CCSESA) Meeting April 22nd-24th
- d. Professional Services Agreement with Jane Lee for 2018-2019
- e. Professional Services Agreement with Janis Hardeman for 2018-2019

2. Business Report

- a. Account Object Summary-Balance from 07/01/2017 to 4/30/2018**

3. Board Members' Report (5 minutes)

4. 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 for the Regular Board Meeting held April 10, 2018**
2. Approval of Board Report-Checks Dated 04/01/2018 through 04/30/2018**
3. Authorization to enter into a Memorandum of Understanding between Sierra County Office of Education and Sierra-Plumas Joint Unified School District, 2019-03C**

G. ACTION ITEMS

1. Unfinished Business and General Orders
 - a. Discuss Bids and Action for Asphalt and Concrete Project**
2. New Business

PUBLIC HEARING – LCAP

- a. Public Hearing to receive public comment on the Proposed 2018-19 Local Control and Accountability Plan

PUBLIC HEARING – SCOE Budget

- b. Public Hearing to receive public comment on the 2018-19 Proposed Budget

PUBLIC HEARING – Proposition 30, Education Protection Account

- c. Public Hearing to receive public comment on the use of Proposition 30 Funding for 2018-19

PUBLIC HEARING – Collective Bargaining Disclosure Statement

- d. Public Hearing to receive public comment regarding Collective Bargaining Agreement (Items e-l)
- e. Presentation and Approval of the Tentative Agreement to Administration Employees 2017-2018 Negotiations for salary and benefits**
- f. Presentation and Approval of the Tentative Agreement to Classified Employees 2017-2018 Negotiations for salary and benefits**
- g. Presentation and Approval of the Tentative Agreement to Classified Management Employee 2017-2018 Negotiations for salary and benefits**
- h. Presentation and Approval of the Tentative Agreement to Confidential Employees 2017-2018 Negotiations for salary and benefits**
- i. Completion of Bargaining, Administration Employees, 2017-2018 Negotiations**
- j. Completion of Bargaining, Classified Employees, 2017-2018 Negotiations**
- k. Completion of Bargaining, Classified Management Employee, 2017-2018 Negotiations**
- l. Completion of Bargaining, Confidential Employees, 2017-2018 Negotiations**
- m. Approval of 2018-2019 Extra Duty Assignments and Stipends**
- n. Adoption of Resolution 18-007, Set Superintendent Salary**
- o. Authorization for Certificated Employees to participate in up to five Staff Development Activities during 2018-19, designed by teachers for teachers pursuant to the provision of SB1193, at least six hours in length, to be compensated at the rate of \$200 per documented Staff Development Activity. (SPTA Collective Bargaining Agreement Article 3.11)

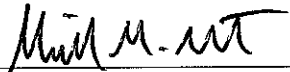
BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

- p. Administrative Regulation 3230, Federal Grant Funds, revision**
- q. Board Policy AND Administrative Regulation 3551, Food Service Operation/Cafeteria Fund, revision**
- r. Board Policy AND Administrative Regulation 3553, Free and Reduced Price Meals, revision**
- s. Board Policy 5030, Student Wellness, annual review -no change (access available online at www.sierracountyofficeofeducation.org)
- t. Board Policy AND Administrative Regulation AND Exhibit 5116.1, Intradistrict Open Enrollment, annual review per Education Code 35160.5, 48980**
- u. Board Policy AND Administrative Regulation 6171, Title I Programs, revision**
- v. DELETE or REVISE Exhibit 1312.3, Uniform Complaint Procedures**
- w. DELETE Exhibit 9150, Student Board Members

H. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on June 12, 2018 at Downieville School, 130 School St., Downieville, CA 95936 beginning with Closed Session, as needed, at 5:00pm and the Regular Board Meeting at 6:00pm.
- 2. Suggested Agenda Items
 - a. _____
 - b. _____
 - c. _____

I. ADJOURN



Dr. Merrill M. Grant, Superintendent
Secretary to the County Board of Education

*** prior month handout
** enclosed
* handout

Balances through April						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	253,033.00	337,959.00	62,394.00	271,955.35	3,609.65
1120	Certificated Substitutes		5,790.00		4,250.00	1,540.00
1200	Certificated Pupil Support Ser	62,735.00	63,765.00	12,547.08	51,968.32	750.40-
1300	Certificated Supervisor Admini	122,205.00	122,205.00	20,367.52	98,087.60	3,749.88
1310	Teacher in Charge		10,000.00	2,000.00	8,000.00	.00
1900	Other Certificated Salaries		18,800.00		10,050.00	8,750.00
	Total for Object 1000	437,973.00	558,519.00	97,308.60	444,311.27	16,899.13
2100	Instructional Aides' Salaries	127,814.00	99,056.00	22,288.60	74,820.19	1,947.21
2105	Per Diem - Same Day Travel				21.00	21.00-
2115	Classified Extra Duty				397.64	397.64-
2120	Classified Substitutes		7,618.00		7,949.60	331.60-
2200	Classified Support Salaries	11,472.00	21,800.00	2,392.71	14,711.75	4,695.54
2300	Classified Supervisors' Admini	90,686.00	90,376.00	14,964.00	75,165.00	247.00
2400	Clerical Technical Office Staf	135,885.00	154,987.00	23,540.34	113,872.44	17,574.22
2420	Clerical Substitute				36.50	36.50-
2900	Other Classified Salaries	16,284.00	15,128.00		7,537.64	7,590.36
	Total for Object 2000	382,141.00	388,965.00	63,185.65	294,511.76	31,267.59
3101	STRS Certificated Positions	79,671.00	103,739.00	13,911.76	63,052.07	26,775.17
3102	STRS Classified Positions		664.00	132.82	819.88	288.70-
3202	PERS Classified Positions	62,566.00	58,616.00	9,934.20	47,625.43	1,056.37
3301	OASDI Certificated Positions		1,286.00-		20.46	1,306.46-
3302	OASDI Classified Positions	23,436.00	22,531.00	3,525.67	16,894.01	2,111.32
3311	Medicare Certificated Position	5,861.00	7,683.00	1,328.86	6,106.20	247.94
3312	Medicare Classified Positions	5,484.00	5,528.00	894.63	4,185.73	447.64
3401	Health & Welfare Benefits Cert	100,460.00	124,887.00	20,798.02	86,552.24	17,536.74
3402	Health & Welfare Benefits Clas	73,741.00	114,461.00	20,275.18	92,257.55	1,928.27
3501	SUI Certificated	218.00	276.00	48.66	223.99	3.35
3502	SUI Classified	193.00	196.00	31.61	146.36	18.03
3601	Workers' Compensation Certific	15,002.00	20,072.00	3,471.36	15,964.36	636.28
3602	Workers' Compensation Classifi	14,036.00	14,440.00	2,337.02	10,929.37	1,173.61
	Total for Object 3000	380,668.00	471,807.00	76,689.79	344,777.65	50,339.56
4100	Approved Textbooks Core Curric	614.00	2,851.00			2,851.00
4200	Library and Reference Material		1,000.00			1,000.00
4300	Materials and Supplies	38,755.00	51,914.00	3,640.89	13,833.35	34,439.76
4320	Custodial Grounds Supplies	500.00	600.00		421.13	178.87

Balances through April						Fiscal Year 2017/18
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
4330	Office Supplies	1,000.00	1,000.00		1,014.22	14.22-
4350	Vehicle Upkeep	5,500.00	5,500.00	1,625.93	624.07	3,250.00
4400	Noncapitalized Equipment	22,766.00	28,770.00		3,149.78	25,620.22
	Total for Object 4000	69,135.00	91,635.00	5,266.82	19,042.55	67,325.63
5100	Subagreements for Services	44,000.00	43,000.00	19,009.74	26,538.35	2,548.09-
5200	Travel and Conference	26,817.00	54,761.00	4,567.91	10,535.13	39,657.96
5300	Dues and Membership	19,205.00	19,570.00	143.50	11,437.25	7,989.25
5400	Insurance	9,300.00	9,600.00		8,506.00	1,094.00
5500	Operation Housekeeping Service	9,200.00	9,200.00	1,000.00	8,296.95	96.95-
5600	Rentals, Leases, Repairs, Nonc	3,100.00	3,100.00	96.46	988.62	2,014.92
5801	Legal Services	20,500.00	20,500.00		962.00	19,538.00
5803	Legal Publications	500.00	500.00			500.00
5805	Personnel Expense	613.00	793.00	36.69	145.00	611.31
5806	Negotiations	1,000.00	1,000.00			1,000.00
5808	Other Services & Fees	1,500.00	1,500.00	395.09	1,104.91	.00
5810	Contracted Services	445,615.00	493,256.00	101,676.91	285,331.11	106,247.98
5899	SPJUSD to Reimburse			1,563.99	566.61	2,130.60-
5900	Communications	1,900.00	5,200.00	2,092.48	2,734.42	373.10
	Total for Object 5000	583,250.00	661,980.00	130,582.77	357,146.35	174,250.88
6200	Building and Improvement of Bu	18,867.00	22,664.00			22,664.00
6400	Equipment	20,000.00	20,000.00			20,000.00
	Total for Object 6000	38,867.00	42,664.00	.00	.00	42,664.00
7141	Tuition, excess cost etc betwe	24,428.00	24,428.00			24,428.00
7310	Direct Support/Indirect Costs					.00
	Total for Object 7000	24,428.00	24,428.00	.00	.00	24,428.00
	Total for Fund 01 and Expense accounts	1,916,462.00	2,239,998.00	373,033.63	1,459,789.58	407,174.79
Fund 16 - FOREST RES						
7211	Transfers of Pass-through Rev	80,000.00	80,000.00			80,000.00
7619	Other Authorized Interfund Tra	13,360.00	13,360.00		22,115.93	8,755.93-
	Total for Fund 16, Expense accounts and Object 7000	93,360.00	93,360.00	.00	22,115.93	71,244.07
	Total for Org 001 - Sierra County Office of Education	2,009,822.00	2,333,358.00	373,033.63	1,481,905.51	478,418.86

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

April 10, 2018

Downieville School, 130 School St, Downieville CA 95936

Teleconferenced to Sierra County Office of Education, 109 Beckwith Rd, Loyalton CA 96118
6:00pm Regular Session

A. CALL TO ORDER

President PATTY HALL called the meeting to order at 6:02pm.

B. ROLL CALL

PRESENT: Patty Hall, President
Allen Wright, Vice President
Sharon Dryden, Clerk
Mike Moore, Member
Jenny Gant, Member

ABSENT: None

C. APPROVAL OF AGENDA

DRYDEN/GANT
5/0

D. FLAG SALUTE

E. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report – GRANT
 - a. Submitting California Department of Education J-13 Report for 2017-2018 School Closures on March 16, 2018
The SCOE J-13 includes all school site closures because special education encompasses all campuses.
 - b. Secure Rural Schools Funding – looking at \$400K+ each year for our district for two years
 - c. Update on Presentation to California School Boards Association March 22nd – Professional learning community there. Reported out on differentiated assistance for single-singles. Enlightening to hear what different counties/districts are doing.
 - d. California Department of Education, Special Education Division, 2016-17 Performance Indicator Review Improvement Plan successful submission
2. Business Report
 - a. Account Object Summary-Balance from 07/01/17 to 03/31/2018
3. Board Members' Report (5 minutes)
 - a. No reports
4. Public Comment
 - a. Current location – no comment
 - b. Videoconference location – no comment

F. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held March 13, 2018
2. Approval of Board Report-Checks Dated 03/01/2018 through 03/31/2018
3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending 03/31/2018. It is required per Education Code 35186 section (d) *that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.* No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the quarter ending 03/31/2018.

DRYDEN/MOORE

5/0

G. ACTION ITEMS

1. New Business

- a. Special Education Local Plan Area (SELPA) Director/Psychologist Contract
GRANT: I took on SELPA position when it was vacated last year. Now looking at filling SELPA position with Heidi Bethke. Proposing next year to have Heidi's position include Psychologist *and* SELPA Director, make her part of Leadership team – more accountability and interface with administrators about the Special Ed program; help to make sure we are servicing Special Ed students appropriately.

High-Risk Counselor piece taken out, but plan for more counseling time from Mary Lowe to help with case load.

MOORE: The Board does not take action on this; County Superintendent is the employer – we are not

DRYDEN: We do not have to approve this item

NO MOTION FOR APPROVAL – GRANT WILL CONTINUE TO KEEP THE BOARD UPDATED ON ANYTHING RELATED TO PERSONNEL

- b. Asphalt and Concrete Project, approval of Request for Proposal
GRANT: LES parking lot, access road and LHS parking lot plus concrete work in front of LES. Now is the time to get this project done.

GRIESERT: Waiting for bids to come in. Walk-around meeting scheduled for tomorrow morning.

MOORE/WRIGHT

5/0

BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

- a. Board Policy AND Administrative Regulation 1312.3, Uniform Complaint Procedures, revision
Motion to approve BP 1312.3 with revisions, approve AR 1312.3 with Option 2 and revisions

DRYDEN/MOORE

5/0

- b. Administrative Regulation 3514.2, Integrated Pest Management, revision

MOORE/DRYDEN

5/0

WRIGHT: Question about pesticides sprayed on nearby fields? Farms have to notify us...

GRANT: Will have to do some research on that.

DRYDEN: Give copy of policy to nearby farms.

- c. Board Policy AND Administrative Regulation 5022, Student and Family Privacy Rights, revision
Motion to approve BP 5022 with Option 1 and revisions, approve AR 5022 with revisions
DRYDEN/MOORE
5/0
- d. Board Policy AND Exhibit 5145.6, Parental Notifications, revision
MOORE/DRYDEN
5/0
- e. Board Policy 6162.5, Student Assessment, revision
MOORE/DRYDEN
5/0

H. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on May 8, 2018 at Sierra County Office of Education, 109 Beckwith Rd., Loyalton, CA 96118 beginning with Closed Session, as needed, at 5:00pm and the Regular Board Meeting at 6:00pm.
- 2. Suggested Agenda Items
 - a. Asphalt and Concrete Project

- I. ADJOURN at 6:33pm
MOORE/GANT
5/0

Sharon Dryden, Clerk

Dr. Merrill M. Grant, Superintendent

Checks Dated 04/01/2018 through 04/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00014895	04/09/2018	KATIE CAMPBELL	01-4300	INSTRUCTIONAL SUPPLIES		75.18
00014896	04/09/2018	JANIS HARDEMAN	01-5810	NURSE SERVICES		1,800.00
00014897	04/09/2018	JANE V. LEE, M.A., LMFT	01-5810	COUNSELING SERVICES		2,300.00
00014898	04/09/2018	LIBERTY UTILITIES CPEC	01-5500	ELECTRICAL SERVICE		586.71
00014899	04/09/2018	MARY LOWE	01-5810	COUNSELING SERVICES		2,280.00
00014900	04/09/2018	BARBARA MCKURTIS	01-5100	CONTRACTED CONSULTANT AGREEMENT		6,387.50
00014901	04/09/2018	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES		143.89
00014902	04/09/2018	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	APR 18 HEALTH INSURANCE	1,600.00	
			76-9576	APR 18 HEALTH INSURANCE	18,868.90	20,468.90
00014903	04/09/2018	VOYAGER	01-4350	FUEL EXPENSE		66.08
00014904	04/09/2018	ALLEN WRIGHT	01-5200	PER DIEM		20.44
00014905	04/23/2018	CIT	01-5900	PHONE SYSTEM/MAINTENANCE		735.84
00014906	04/23/2018	HEIDI BETHKE	01-5200	WORKABILITY CONFERENCE		265.56
00014907	04/23/2018	CARRIER SI, INC.	01-5600	ONSITE SERVICE		230.00
00014908	04/23/2018	STATE OF CALIFORNIA DEPARTMENT OF JUSTICE	01-5805	EMPLOYMENT FINGERPRINTING		32.00
00014909	04/23/2018	GIRARD, EDWARDS, STEVENS & TUCKER LLP	01-5801	LEGAL FEES		962.00
00014910	04/23/2018	LESLIE MARSDEN, MOT, OTR/L	01-5810	OCCUPATIONAL THERAPY SERVICES		3,307.50
00014911	04/23/2018	MASTERCRAFT HARDWOOD LUMBER INC.	01-4300	SHOP SUPPLIES		1,164.16
00014912	04/23/2018	MIKE MOORE	01-5200	PER DIEM		27.25
00014913	04/23/2018	NORTHEASTERN JOINT POWERS AUTHORITY	01-3602	16-17 WC ADDITIONAL BILLING	17.44-	
			76-9571	16-17 WC ADDITIONAL BILLING	7,010.02	6,992.58
00014914	04/23/2018	NCS PEARSON, INC.	01-4300	TESTING SUPPLIES		13.59
00014915	04/23/2018	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		125.93
00014916	04/23/2018	U.S. BANK	01-4300	SHOP SUPPLIES	100.70	
			01-5200	SUPT. TRAVEL EXPENSES	350.00	
			01-5899	SUPT. TRAVEL EXPENSES	314.36	765.06
00014917	04/23/2018	ALLEN WRIGHT	01-5200	PER DIEM		6.82
Total Number of Checks					23	48,756.99

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	23	22,878.07
76	Payroll Clearing	2	25,878.92

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

ESCAPE ONLINE

Checks Dated 04/01/2018 through 04/30/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	23		48,756.99	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			48,756.99	

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

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into on May 8, 2018, by and between the Sierra County Office of Education ("SCOE") and Sierra-Plumas Joint Unified School District, ("DISTRICT").

RECITALS

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

WHEREAS, the Legislature has specifically authorized the county superintendent of schools, through the county school service fund, to contract with districts to provide various services to assist them in coordination of their educational programs (Education Code §1700, et seq.); and

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

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

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

AGREEMENT

1. **Reservation of Powers and Rights:** All powers, rights and obligations with respect to the operation of the DISTRICT, which are not specifically delegated to the SCOE herein, are hereby reserved to the DISTRICT consistent with applicable Board policies and procedures, this Agreement, and all applicable laws.
2. **Contracted Services:** The DISTRICT agrees to purchase services ("contracted services") from the SCOE from July 1, 2018, through June 30, 2019, as follows:
 - A. **Accounts Payable/Purchasing General Accounting Services:** DISTRICT shall provide accounting services to SCOE as follows: invoice all purchase orders and issue payment for all expenditures, update, file, and monitor unpaid invoices, input purchase orders requisitions, log fixed assets, 1099 reporting, assist with year-end close, etc.
 - B. **General Accounting Services:** SCOE shall provide accounting services to DISTRICT as follows: establishing a chart of accounts, account code structure and financial ledgers maintenance and posting of all financial transactions to the DISTRICT's ledger preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements, etc.

- C. Payroll Services:** SCOE shall provide payroll services to DISTRICT as follows: preparation of pay warrants; distribution of payroll checks and direct deposits, calculation and forwarding of all tax benefit, retirement, and other withholdings information; processing of professional service agreements and employment agreements/contracts, etc.
- D. Personnel Services:** SCOE shall provide personnel services to DISTRICT as follows: assistance in the development of personnel policies that are consistent with applicable laws; advice and information regarding the recruitment, hiring, training, retention of personnel as well as the conduct of employee evaluations and issuance of potential disciplinary action; maintenance of qualified substitute pools, assistance in the development of wage, salary and employee benefit programs and the compliance of these programs with all applicable regulations; information and assistance regarding compliance with applicable credentialing and fingerprinting requirements; assistance with collective bargaining negotiations and all other general labor matters etc.
- E. Technology Support Services:** SCOE shall contribute to technology support services to DISTRICT as follows: internet connection and wide area network (WAN) support, internet filtering as needed, Escape/Mainframe computer support, etc.
- F. Revenue Management Services:** SCOE shall provide revenue management services to DISTRICT as follows: budget development and fiscal planning, identifying potential sources of revenue, assistance with consolidated application and compliance review, collection and distribution of developer fees and Forest Service/timber harvest payments, assistance with projecting and monitoring expenditures, etc.
- G. Information Management Services:** SCOE shall provide information management information services to DISTRICT as follows: data information management, assistance in maintenance of a comprehensive and legally sufficient student information management system that tracks average daily attendance, enrollment, teacher credentialing information, standardized and alternative assessment data, emergency contacts, race/ethnicity, age, address, parent/guardian, immunizations, discipline, and special education, etc.
- H. Insurance/Risk Management Services:** SCOE shall provide insurance/risk management services to DISTRICT as follows: acquisition of appropriate insurance, administration of workers' compensation claims, provision of OSHA mandated federal posters, assistance and advice regarding issues such as return to work, light duty, and modified work assignments, development of standard operating policies and procedures consistent with state and federal safety laws, etc.
- I. Construction Contract Management Services:** SCOE shall assist with construction contract management services to DISTRICT as follows: management and oversight of public contract bidding procedures for DISTRICT construction projects, including soliciting, receiving, opening and evaluating bids; handling bid protests; receiving bid bonds and payment bonds; issuing and tracking payments to contractors; processing stop notices: etc.
- J. Special Education Services:** SCOE shall provide special education services to

the DISTRICT as follows: provision of qualified staff, including special education specialist and instructional assistants, etc.

- K. Health Services:** SCOE shall provide health services to DISTRICT for nutrition and illness prevention programs, development of emergency response procedures, vision, hearing, scoliosis and other health screening for pupils, etc.
- L. Curriculum and Instruction:** SCOE shall direct and manage educational resources and provide leadership in the development of curriculum and instructional programs.
3. **Fees and Charges:** Contracted services supplied to DISTRICT by SCOE, as set forth above, shall be charged on the basis set forth on Exhibit A, attached. In addition to Fees and Charges, the County shall reimburse the DISTRICT for any expenditure paid by the DISTRICT of behalf of the County expenditures as set forth on Exhibit B, attached, but not limited to Exhibit B.
4. **Payments and Record Keeping:** In full payment for the services listed above and reimbursement of expenditures, the SCOE is hereby authorized to transfer from the General Fund or other appropriate funds of the DISTRICT to the County School Service Fund maintained by the SCOE, before the close of any school year during which this Agreement is valid, an amount equal to the total contract obligations determined pursuant to the fee schedule set forth in Exhibit A, attached. The Superintendent shall promptly notify the DISTRICT of the date and amount of each transfer. With respect to those listed services which are charged on the basis of "actual costs," SCOE shall keep reasonable records of such costs for a period of not less than 5 years, and shall allow the DISTRICT to examine such records upon request.
5. **Term of Agreement:** This Agreement shall commence on July 1, 2018, and end on June 30, 2019.
6. **Extension and/or Renewal of Agreement:** This Agreement shall be automatically renewed for an additional fiscal year commencing July 1, 2019, and annually thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to March 1 of that same year.
7. **Termination of Agreement:** This Agreement is subject to termination during the initial term or any renewal term as specified herein. SCOE may discontinue any services provided pursuant to this Agreement upon 90 days advance written notice to DISTRICT of its intent to do so, in which case it is understood and agreed that any charges relating to such terminated services shall be credited back to the DISTRICT. The DISTRICT may terminate this Agreement for cause upon 15 days advance written notice to County Office of Education a material violation by Sierra County Office of Education the terms of this Agreement, unless SCOE remedies the breach within said 10-day period.
8. **Materials and Equipment:** The DISTRICT shall provide materials and equipment necessary for the performance of the duties herein assumed by SCOE unless otherwise specifically agreed to by SCOE. SCOE agrees that in the course of performing some of the duties, as set forth in this Agreement, SCOE may utilize facilities, equipment and materials belonging to DISTRICT. However, no such **use** of SCOE owned equipment, materials or facilities in the course of performing under this Agreement conveys to DISTRICT any ongoing property rights to use or possess such items.
9. **Employment of Personnel:** No agent, employee, or servant of DISTRICT shall be deemed to be an employee, agent or servant of SCOE, except as expressly acknowledged in writing by SCOE. No agent, employee, or servant of SCOE shall be

deemed to be an employee, agent or servant of DISTRICT, except as expressly acknowledged in writing by DISTRICT.

10. **Relationship between the Parties:** The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. It is expressly understood and agreed that DISTRICT employees are not entitled to any benefits to which SCOE employees are entitled, and that SCOE employees are not entitled to any benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance benefits, vacation, workers' compensation benefits, sick or injury leave, or other benefits.
11. **Indemnification:** Each Party to this Agreement shall defend, indemnify, and hold the other harmless from and against all claims, demands, actions and proceedings of whatever cause or nature, and all costs and expenses connected therewith, including reasonable attorneys' fees, on account of any damage to or loss of any property, or injury to or death of any person, caused in whole or in part by its own negligence, or that of its officers, agents, servants, representatives, employees or subcontractors, in connection with services performed under this Agreement.
12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. SCOE and DISTRICT in fulfilling the terms of this agreement will act in accordance with all applicable laws and regulations.
13. **Severability:** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
14. **Entire Agreement:** This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations, understandings and/or agreements are merged herein and are superseded by this Agreement.
15. **Amendments:** Nothing herein shall preclude the parties from negotiating or amending this Agreement to include additional services not contemplated by this Agreement. This Agreement may be altered, amended, changed, or modified only by agreement in writing, executed by the duly appointed representatives of DISTRICT and SCOE, with specific reference to both this Agreement and the provision(s) which said instrument purports to alter, amend or modify.

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

Date: May 8, 2018

Sierra County Office of Education
Dr. Merrill M. Grant

Date: May 8, 2018

Sierra-Plumas Joint Unified School District
Dr. Merrill M. Grant

Approved by the Board of Education on May 8, 2018

EXHIBIT A

FEE SCHEDULE FOR CONTRACTED SERVICES

Salary & Benefits/Outside Contracts	Percentage of Actual Cost Billed to DISTRICT
Business Manager	50%
Personnel Technician	50%
Account Tech III	50%
Custodian	75%
School Site Administrator	Actual Cost of 1 FTE assigned to Loyalton Elementary School

EXHIBIT B

REIMBURSEMENT EXPENDITURES

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

SIERRA COUNTY OFFICE OF EDUCATION

REQUEST FOR PROPOSAL

2018 ASPHALT & CONCRETE REPAIR

COUNTY/DISTRICT OFFICE

LOYALTON ELEMENTARY SCHOOL

ACCESS ROAD

LOYALTON HIGH SCHOOL

Detailed Proposal Information is Available on County Office Website:

www.sierracountyofficeofeducation.org

Mandatory pre-bid meeting and walk around: April 11, 2018 at 10:00 am

Bid Closing Date: April 30, 2018

Bid Closing Time: 3:00pm

Sierra County Office of Education reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal.

**SIERRA COUNTY OFFICE OF EDUCATION
SIERRA - PLUMAS JOINT UNIFIED SCHOOL DISTRICT**

P.O. Box 955
109 Beckwith Road
Loyalton, California 96118

Merrill M. Grant, Ed.D.
Superintendent

Phone: (530) 993-1660 Email:
FAX: (530) 993-0828
mgrant@spjUSD.org

March 20, 2018

Dear Contractor,

The Sierra County Office of Education is seeking proposals from qualified contractors (Contractor) for asphalt and concrete repairs for parking lots, curbs, entry way and access road at various locations within the Loyalton school site locations.

A mandatory pre-bid meeting and walk through of schools will start at the Sierra County Office of Education located at 109 Beckwith Road, Loyalton, CA 96118 on April 11, 2018 at 10 am. The school sites will be visited for clarification and measurements.

Sealed proposals will be received by the Business Manager at the County Administrative Office located at 109 Beckwith Road, Room 1, Loyalton, CA 96118 on April 30, 2018 at 3:00 pm. Faxed or e-mailed bids are not acceptable and will not be considered.

Public Meeting to be held at the Sierra County Office of Education, Room 4 at 10:00 a.m. for opening of sealed bids.

Proposals must be returned on the form(s) provided, with "Bid Proposal – Asphalt/Concrete" clearly on the label. A proposal must consist of all pages of the proposal request including the signature page signed by an authorized representative of the firm. Non-conformance with these instructions may be grounds for rejection of proposal.

The County reserves the right to reject any and all proposals and to waive informalities.

Sincerely,



Nona Griesert
Business Manager

INSTRUCTIONS TO BIDDERS:

PROPOSALS:

1. Proposals to receive consideration should be made in accordance with the following instructions:
 - A. Proposals shall be made on a form provided by the Owner. All items on the form shall be filled out; numbers shall be stated both in writing and in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.
 - B. Proposals shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.
 - C. Should a bidder find discrepancies in, or omissions in, the contract documents or should he be in doubt as to their meaning, he shall at once notify the Owner, who will send a written instruction to all bidders. The Owner will not be responsible for any oral instructions.
 - D. All Addenda or Bulletins issued during the time of bidding are to be covered in the proposal and in closing a contract they will become a part thereof.
 - E. Pursuant to the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California, every bidder shall, in his bids, set forth:
 1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.
 2. The portion of the work, which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the Owner either:
 - a. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - b. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - c. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which his original bid did not designate a sub-contractor.
 - F. Proposals shall be addressed to the Owner, and shall be delivered to the Owner enclosed in an opaque sealed envelope addressed to him marked "Proposal" and bearing the Title of the work and the Name of the bidder.

WITHDRAWAL OF PROPOSALS:

2. Proposals may be withdrawn by the Bidder prior to, but not after, the time fixed for receipt of proposals.

OPENING OF PROPOSALS:

3. Proposals will be opened and read at or about the time set in the Advertisement for Bids. Bidders, or their representatives, and other interested persons, may be present at the opening of proposals.

EXAMINATION OF CONTRACT DOCUMENTS AND SCHOOL SITE:

4. Before submitting a proposal, Bidders should examine the Form of Agreement and other Contract Documents. They should visit the Site of the proposed work, examine the site, ground conditions, and any work that may have been done thereon. They should fully inform themselves of all conditions on, in, at, and about the site, the building, buildings, if any; and any work that may have been done thereon.

BASIS OF CONTRACT:

5. The Contract shall be awarded to the lowest responsible bidder, based upon the amount of the Base Proposal, and any accepted Alternate Bids. Alternate Bids will be accepted in the numerical order that they are presented.

FORM OF CONTRACT:

6. The Form of Contract, which the successful bidder will be required to execute, if awarded the work, is attached hereto, entitled Agreement and Bond Forms, and is made a part thereof. Contractor shall submit Contract ready for execution within 14 days of Notice of Award.

WAGES:

7. The attention of the bidder is directed to the fact that the Schedule of Prevailing Rates of Pay for each craft or type of workmen needed to execute the work as set forth in the attached Contract Documents, contains the minimum rates of pay as established by the Owner in pursuance of the provisions of the Labor Code of the State of California, which Code required the establishing of such rates for the locality in which the work is to be performed. Section 1770 of the Labor Code reads "Nothing...shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work".

All bidders shall check the available source of labor supply and obtain information with reference to the length of the business day of various crafts and the actual rates of wages being paid in the immediate vicinity of the place where the work, contemplated by these contract documents, is to be performed, particularly with reference to the rates of pay which may be in excess of those general prevailing rates established by the Owners as set forth in the above instructions to Bidders.

WORKER'S COMPENSATION INSURANCE

8. A Certificate of Workmen's Compensation Insurance to the Owner, shall be attached to the contract, which certificate will reflect that the insurance may not be canceled except upon 30 days written notice to the Owner.

EXECUTION OF CONTRACT

9. The Contractor shall be required to begin work on or after June 18, 2018, and complete the work on or before August 17, 2018 in accordance with the contract documents hereto attached to the entire satisfaction of the Owner, not later than the time set forth in the Proposal Form.

CERTIFICATION REGARDING ASBESTOS

10. At completion of the project per Section 1.70, the contractor shall submit Certification of Compliance for Building Materials stating that there was not any asbestos used on the project.

LABOR & MATERIAL BONDS

11. The successful bidder will be required to furnish a Labor and Material Bond in the amount equal to fifty percent (50%).

CRIMINAL BACKGROUND CHECKS FOR CONTRACTING AGENCIES

12. Agencies that contract with the District must certify that a criminal background check of their employees and/or subcontractors whom will have contact with students has been conducted. Further, the agency must certify that these employees do not have a pending criminal proceeding for a felony or have been convicted of a felony as defined in Education Code 45122.1. The Certification Pursuant to Education Code Section 45125.1 must be filed with the County Office prior to the contracting agency beginning work. Please refer to attached "EXHIBIT "A", Department of Justice: Contractors for Public and Private Schools; Construction Contractors; "EXHIBIT "B", Request for Authorization to Receive State Summary Criminal History Information – Contract Employee For Public/Private Schools; "EXHIBIT "C", Background Check Requirement Verification, and "EXHIBIT "D", Certification Pursuant to Education Code Section 45125.1.

GENERAL NOTES

- Contractor will be responsible for measuring designated area.
- All disturbed areas must be backfilled to original elevations
- Sealed bids will be opened at a public meeting to be held on May 1, 2018 at Sierra County Office of Education, Room 4, at 10:00 a.m.
- Bids will be awarded by each "Package".
- Some line items in each package may be deducted based on budget availability.
- Work may begin on June 18, 2018 and must be completed by August 17, 2018.
- All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.
- The project is tax exempt.
- Prevailing Wages will apply.
- Contractors who have not performed services for the County in the previous three years must submit a reference list including contact names and phone numbers.
- Recommendation(s) for award will go to the Sierra County Office of Education Governing Board at the May 8, 2018 meeting. Recommended Contractor(s) will be notified as quickly as possible after the Board meeting in order to reserve a lot in contractor(s) schedule.
- The County reserves the right to accept or reject any or all bids.
- Contractor is responsible for any and all required permits.

Asphalt & Concrete Repair Specifications

NEW ASPHALT:

- All new areas will follow same specifications as below with a 4-inch rock base, 4-inch of base asphalt and 2 inch top coat.
- Recycled content may be used.

ASPHALT PATCHING:

- The areas to be removed and replaced shall be removed by first using a concrete saw or air hammer to cut neat edges.
- All materials will be removed from district property and disposed of by contractor.
- The edges of all cuts shall be primed with asphalt primer prior to the placement of any asphalt. This will include the edges of the excavation as well as curbs, walks, etc.
- Material shall be Type 3 asphaltic concrete and shall comply with APWA standards for type and construction conditions during placement. The asphalt shall be the required bid depth.
- Asphaltic concrete shall have a temperature of at least 275 degrees Fahrenheit and be rolled with a power steel roller as required for a dense mass.
- All edges of areas repaired shall be level with surrounding pavement.
- Rock Clause: If, after excavation, the sub-base is not suitable for asphalt installation, additional sub-base will be excavated and replaced with suitable base material. The additional cost incurred will be agreed upon and added to the final billing.
- Recycled content may be used.

ASPHALT OVERLAY:

- Prior to resurfacing, area will be thoroughly cleaned of loose debris, free of surface moisture and primed with SS1H Emulsion, or equivalent to ensure bond between existing surface and new asphalt overlay.
- Apply 2-inches of Type 3 asphaltic concrete and shall comply with APWA Standards for type and construction conditions during placement, working to a uniform surface, and rolled to a smooth and even finish with a power steel wheel roller.
- Any overlay next to concrete curbing or other asphalt will be edge milled.
- Recycled content may be used.

MARKING:

- Lay out lines, as existing, prior to paving. Paint shall be applied with Kelly-Creswell Model C, airless striping machine, or equivalent. Lines shall be straight and four (4) inches in width. Paint shall meet Federal Specification TTP-1952B.
- Traffic markings and crosswalks will be Hot Applied Thermoplastic Pavement Markings and will be same color, unless specified differently on bid form.
- Handicap stalls will be marked per code.

CURB BLOCKS:

- Remove and replace existing blocks, as necessary.
- Replace broken blocks with new standard pre-cast concrete.
- Anchor with minimum 5/8" x 12" rebar.

CONCRETE REPLACEMENT:

- Demo, remove debris and replace with a 4-inch gravel base with 4-inches or 6-inches brushed finish concrete (depending on application, see bid forms).
- Concrete is to be 4,000-pound mix air entrained.
- Reinforce with #4 rebar tied every 4-feet on center or six ten welded wire mesh tied to reinforcement bars.

EXHIBIT "A"

Edmund G. Brown Jr.

ATTORNEY GENERAL

State of California

DEPARTMENT OF JUSTICE



4949 BROADWAY, D232
SACRAMENTO, CA 95820
Public: (916) 227-3460
Facsimile: (916) 227-4815

RE: CONTRACTORS FOR PUBLIC AND PRIVATE SCHOOLS

Dear Interested Party:

In accordance with California Penal Code Section 11077, "The Attorney General is responsible for the security of criminal offender record information."

In accordance with California Education Code Sections 33192 and 45125.1, a school district or private school may require an entity that has an existing contract with a district or private school to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions;

- 1) access is granted only to the primary contractor (there is no authority for subcontractors to gain direct access to DOJ records),
- 2) services provided under contract must be performed on school grounds,
- 3) the entity must have a contract (entities in the bid process are not authorized),
- 4) completed applications for authorization must have original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

CONSTRUCTION CONTRACTORS
33193 AND 45125.2 EDUCATION CODE

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions:

- 1 The installation of a physical barrier at the worksite to limit contact with pupils.
- 2 Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
- 3 Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

If you have any questions, please call (916) 227-3460.

Sincerely,

**Communications Administration Program
Bureau of Criminal Information & Analysis
For EDMUND G. BROWN JR.**

**Attorney General
Enclosures**



EXHIBIT "B"

P.O. Box 903417
Sacramento, CA 94203-4170

DEPARTMENT OF JUSTICE

REQUEST FOR AUTHORIZATION TO RECEIVE STATE SUMMARY CRIMINAL HISTORY INFORMATION – CONTRACT EMPLOYEE FOR PUBLIC/PRIVATE SCHOOLS

Name of Contractor McLVEN CONSTRUCTION, INC.
 Street Address 3269 SWETZER RD.
 City LOOMIS State CA Zip Code 95650
 Telephone 916-652-7824 Fax Number 916-652-7602

In accordance with California Education Code Section 45 125.1, a school district may require an entity that has an **existing contract** with a school district to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions:

On behalf of EXHIBITS, I hereby acknowledge and agree to the following:

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disclosed BY THROUGH ID to any other agency not authorized by law (11105 PC). A violation of this section is a misdemeanor (11142 PC).
2. Your agency TO BE SUBMITTED change in agency name, address, telephone number or AFTER AWARD contract number.
3. Fingerprints PER ITEM #12 OF will be retained by the DOJ per 11105.2 PC until notified that the affected individual is no longer employed by the agency.
4. Access is THE INSTRUCTION TO NO authority for **subcontractors** to gain direct access to BIDDERS. the information.
5. Services TM provided under contract must be performed on school grounds.
6. The entity must have a contract (entities in the bid process are not authorized).
7. Original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

Signature Trenton B. McLven Date 4-26-18
 Printed Name Trenton McLven Title President

EXHIBIT "C"

PLEASE PROVIDE A SIGNATURE FROM EACH DISTRICT VERIFYING THAT A BACKGROUND CHECK HAS BEEN REQUIRED WITH YOUR COMPANY. (You may attach additional letters or signatures as necessary).

School District/County Office of Education
Background Check Requirement Verification:

1. _____
Name of Contracting School District

2. _____
Signature of School Official

3. _____
Phone and Fax Number

In accordance with statutory, regulator, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions.

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent of serious felony.
3. Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

For Department of Justice use only

Your request to receive state summary criminal history information pursuant to the Michelle Montoya School Safety Act is approved. Information regarding procedural requirements is enclosed or will be forwarded under separate cover.

George Renfro, Manager
Communications Administration Program
Bureau of Criminal Information & Analysis

DATE

EXHIBIT "D"

Certification Pursuant to Education Code Section 45125.1

Send To (School District/Office of Education): _____

Contract Description: _____

Certification Pursuant to Education Code Section 45125.1

I, _____ am an officer and agent for
(please print or type)
_____, ("contractor"), an entity as defined in
Education Code section 41302.5, with the above School District/Department of Education, and have
express authority to make the following statements and representations.

Pursuant to this contract, the following persons, employees of contractor ("employees"), may
have contact with pupils.

LAST NAME	FIRST NAME	MIDDLE INITIAL

(Attach additional sheets as necessary.)

I certify as follows:

1. The employees have been fingerprinted and have submitted their fingerprints to the Department of Justice for review.
2. The Department of Justice has ascertained that none of the employees have either a pending criminal proceeding for a felony as defined in Education Code section 45122.1 or have been convicted of a felony as defined in Education Code section 45122.1. I understand that Education Code section 45122.1 incorporates portions of Penal Code sections 667.5 and 1192.7.
3. Attached to this Certification are true and correct copies of the fingerprint analyses prepared and provided by the Department of Justice with respect to each of the employees listed above.
4. None of the employees listed above has been convicted of a felony as defined in Education Code section 45122.1.
5. Upon receipt of notification from the Department of Justice that a previously cleared employee has committed a felony as defined in Education Code section 45122.1, said employee will immediately be removed from the job site and School District/Department of Education will be notified of same.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at California on _____

(Signature of Contracting Agency Representative)

Education Code Section 44237 (g) which references Penal Code Section 667.5 (c):

A "violent felony" for these purposes includes:

1. Murder or voluntary manslaughter;
2. Mayhem;
3. Rape or spousal rape by force, violence, duress, or fear of bodily injury or by threat to retaliate;
4. Sodomy by force violence, duress, menace or fear of bodily injury;
5. Oral copulation by force, violence, duress, menace or fear of bodily injury;
6. Lewd acts on a child under age fourteen;
7. Any felony punished by death or by life imprisonment;
8. Any felony in which great bodily injury is inflicted or in which the defendant personally uses a firearm;
9. Robbery in an inhabited dwelling where the defendant personally uses a dangerous weapon;
10. Arson when willful and malicious;
11. Rape with a foreign object by force, violence, duress, menace or fear of bodily injury;
12. Attempted murder;
13. Exploding or attempting to explode a destructive device with intent to murder;
14. Kidnap of a child under age fourteen for the purpose of child molestation;
15. Forcible rape of a child under age fourteen;
16. Continuous sexual abuse of a child;
17. Carjacking when the defendant personally uses a dangerous deadly weapon.

Education Code Section 44237 (g) which references Penal Code Section 1192.7 (c):

A "serious felony" for these purposes includes:

1. Non-forcible rape;
2. Assault with intent to commit rape or robbery;
3. Assault with a deadly weapon on a peace officer;
4. Assault by a life prisoner on a non-inmate;
5. Assault with a deadly weapon by an inmate;
6. Arson, when not willful or malicious;
7. Exploding a destructive device or explosive with intent to injury;
8. Explosion causing great bodily injury or mayhem;
9. Burglary of inhabited dwelling;
10. Robbery, except of an inhabited dwelling and except with personal use of a dangerous or deadly weapon;
11. Kidnapping a person fourteen years or older;
12. Prison inmate taking a hostage;
13. Attempt to commit any felony punishable by death or life imprisonment;
14. Any felony in which the defendant personally uses a dangerous or deadly weapon, except robbery or carjacking;
15. Sale or furnishing heroin, cocaine, PCP, or methamphetamine to a minor;
16. Grand theft involving a firearm;
17. Carjacking, except with personal use of a dangerous or deadly weapon;
18. Conspiracy to sell specified quantities of heroin, cocaine, PCP, or methamphetamine to a minor;
19. An attempt to commit any violent or serious offenses, except assault.

LIST OF SUB-CONTRACTORS:

Pursuant to the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California, as set forth in Instructions to Bidders and General Conditions, the undersigned hereby designates below the names and locations of the place of business of each sub-contractor.

WORK TO BE DONE	SUB-CONTRACTOR	PLACE OF BUSINESS (ADDRESS)
1. SIGNAGE/SURFPAVE-SIERRA NATIONAL ASPHALT,	CORTMICHAEEL, CA-LIC#855769-DIR#1000016970	
2. AC PAVING-BERTAGNOLLI PAVING,	SIERRAVILLE, CA-LIC#690862-DIR#1000056672	
3. SOIL TREATMENT-GRIFFIN SOIL,	WALNUT CREEK, CA-LIC#791232-DIR#1000004572	
4.		
5.		
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7.		
8.		
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17.		
18.		

(Use Additional Sheets as Necessary)

NONCOLLUSION AFFIDAVIT TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
)
County of) ss.

TRENTON B. McLUEN , being first duly sworn, deposes and says that he
(Name)

or she is PRESIDENT of McLUEN CONSTRUCTION, INC.
(Title) (Company Name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid , and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: Trenton B. McLu

WORKERS COMPENSATION CERTIFICATE

Labor Code Section 3700

Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) Be securing from the Director of Industrial Relations of certificate of consent to self-insure, which may be given upon Flooring at Loylton Elementary School satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Trenton B. McEva
(Contractor's Signature)

PRESIDENT
(Title)

McEva Construction, Inc.
(Company Name)

(In accordance with Article 5 (Commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/12/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY InterWest Insurance Serv., LLC License #0B01094 P.O. Box 8110 Chico, CA 95927-8110		PHONE (A/C. No. Ext): 530-895-1010		COMPANY The Hanover Insurance Company 440 Lincoln Street Worcester MA 01653-0002	
FAX (A/C. No.): 530-895-1313		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER IHFA71724200	
INSURED McCuen Construction, Inc. 3269 Swetzer Road Loomis, CA 95650		EFFECTIVE DATE 01/11/2018		EXPIRATION DATE 01/11/2019	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Construction Trailer and Contents @ Job Site/Special Form, excluding earthquake/flood	10,000	1,000
Any One Trailer	50,000	1,000
Any One Loss		
Rented Equipment/Special Form/Actual Cash Value	500,000	1,000
Catastrophe Limit	1,207,240	1,000
Scheduled Equipment/Special Form	813,319	1,000


REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS PROOF OF COVERAGE EVIDENCE OF INSURANCE	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

BID FORM

Mobilization	1	ls	\$ 12,645. ⁰⁰
Pulverize Existing AC	77,420	sf	\$ 54,194. ⁰⁰
Cement Treat 5% to 12" Depth	77,420	sf	\$ 147,098. ⁰⁰
3" AC Placement	77,420	sf	\$ 232,260. ⁰⁰
Concrete Replacement	1	ls	\$ 222,608. ⁰⁰
Striping & Signage	1	ls	\$ 8,410. ⁰⁰
8" Storm Drain	400	lf	\$ 28,600. ⁰⁰
Type B DI	3	ea	\$ 11,217. ⁰⁰
Connect to Existing DI	1	ea	\$ 1,710. ⁰⁰
Adjust Existing DI to Grade	1	ea	\$ 1,738. ⁰⁰

Total: \$ 720,480.⁰⁰

This work is to be completed between June 18, 2018 and August 17, 2018.

All work not completed by August 17, 2018 shall result in a \$1,000.00 per diem penalty to be deducted by the County from final payment.

Prices as bid on this form shall include total dollar amounts to cover work as specified, including labor, materials, overhead and profit.

COMPANY: McLuen Construction, Inc.

ADDRESS: 3269 Swetzer Rd.
Loomis, CA 95650

PHONE: 916-652-7824 FAX: 916-652-7602

EMAIL: trenton@mclueninc.com

PRINT NAME: Trenton B. McLuen

SIGNATURE: Trenton B. McLuen DATE: 4-26-2018

PROPOSAL FORM

PROPOSAL TO DO CERTAIN WORK

McGuen Construction, Inc.
Name of Construction Firm

ASPHALT AND CONCRETE REPLACEMENT AT
SIERRA COUNTY OFFICE OF EDUCATION PARKING LOT
LOYALTON ELEMENTARY SCHOOL PARKING LOT
LOYALTON ELEMENTARY/HIGH SCHOOL ACCESS WAY
LOYALTON ELEMENTARY SCHOOL PLAYGROUND/BASKETBALL COURT AREA
LOYALTON, SIERRA COUNTY, CALIFORNIA

Sealed Bids will be received until 3:00 P.M., APRIL 30, 2018 at the Sierra County Office of Education, 109 Beckwith Road, Loyalton, CA 96118.

TO: THE GOVERNING BOARD OF TRUSTEES FOR
SIERRA COUNTY OFFICE OF EDUCATION

Ladies/Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, equipment, transportation, and services for the Asphalt and Concrete Replacement Project at the above named sites located in Loyalton, Sierra County, California, in strict conformity with the Contract Documents on file at the Owner's office.

BASE PROPOSAL:

SEVEN HUNDRED TWENTY THOUSAND FOUR HUNDRED EIGHTY DOLLARS *\$720,480.⁰⁰*

NOTE: The Contract shall be awarded to the lowest responsible bidder, based upon the amount of the Base Proposal, and any accepted Alternate Bids. Alternate Bids if any, will be accepted in the numerical order that they are presented.

TIME OF COMPLETION:
WORK TO COMMENCE ON OR AFTER JUNE 18, 2018
WORK TO BE COMPLETED NO LATER THAN AUGUST 17, 2018

The undersigned understands that the Owner will incur substantial damages and expenses, should the work not be completed by the aforesaid date of completion. The undersigned has read, understands and agrees to the liquidated damages set forth in the General Conditions to the contract and also in the Supplemental Conditions of the contract. Work not completed by deadline of August 17, 2018 will be subject to a penalty of \$1,000 per diem until completion, amount will be deducted from bid total.

The undersigned hereby agrees to sign said contract and furnish the necessary bonds within Fourteen (14) days after Notice of Award of said Contract.

The undersigned has examined the location of the proposed work and is familiar with the Plans, Specifications, and other Contract Documents and to local conditions at the place where the work is to be done.

The undersigned has checked carefully all the above figures and understands that the Board of Trustees of the above referenced project will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Enclosed find bidder's bond certified check no. _____ or Cashier's Check No. _____ of the _____ Bank, for \$ _____

The contract herein contains provisions, which permit the contractor to substitute securities for any monies withheld by the district to insure performance under this contract, as required by Section 22300 of the Public Contract Code.

ADDENDA:

The undersigned agrees that all Addenda received and acknowledged herein shall become a part of and included in this proposal. This proposal includes the following addenda:

NOS. ADDENDUM #1
NAME OF FIRM: McLIVEN CONSTRUCTION, INC. DIR# 1000000424
TYPE OF FIRM: S-CORP
(Corporation, Partnership, etc.)
ADDRESS: 3269 SWETZER RD.
(Physical and P.O. Box, if applicable)
CITY, STATE & ZIP CODE: LOOMIS, CA 95650
PHONE NO. 916-652-7824 FAX NO. 916-652-7602
LICENSE NO. 880160 EXP. DATE 10/31/18

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE & CORRECT.

Dated: 4-26-18

Trenton B. McIven
Contractor's Signature

Corporate Seal (if a Corporation)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McCuen Construction, Inc.
3269 Swetzer Road
Loomis, CA 95650

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
333 S. Wabash Avenue
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Sierra County Office of Education
109 Beckwith Rd
Loyalton, CA 96118

BOND AMOUNT: Ten Percent of Amount Bid (10% of amount bid)

PROJECT:

(Name, location or address, and Project number, if any)

2018 Asphalt & Concrete Repair

Project Number, if any: N/A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of April, 2018

McCuen Construction, Inc.

(Principal)

(Seal)

John Brown

(Witness)

Trenton B. Mc
(Title) Trenton B. McCuen, President
Western Surety Company

(Surety)

(Seal)

(Witness)

Sara Walliser
(Title) Sara Walliser, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On April 23, 2018 before me, Elizabeth Collodi, Notary Public
(insert name and title of the officer)

personally appeared Sara Walliser,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

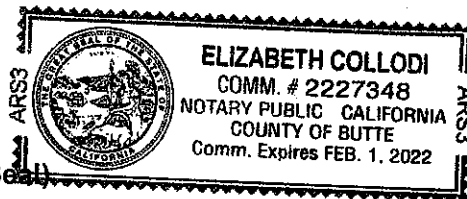
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Elizabeth Collodi

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, John Hopkins, Steve Williams, Joseph H Weber, Renee Ramsey, Bobbie Beeny, Elizabeth Collodi, Mindy Whitehouse, Katherine Gordon, John J Weber, Sara Walliser, Stephanie Agapoff, Jennifer Lakmann, Breanna Bofman, Vicky Troyan, Jessica Monlux, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of April, 2018.

WESTERN SURETY COMPANY

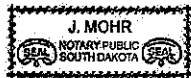


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of April, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 23 day of April, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

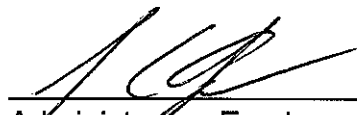
SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD
TENTATIVE AGREEMENT
ADMINISTRATIVE EMPLOYEES
2017-2018 SALARY AND BENEFITS

A. Wages

Employers agree to a one-time salary adjustment of \$8.25 per contract day, retroactive to July 1, 2017.

The Employers propose that in mutual agreement with Sierra County Superintendent, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Administrative Employees, to close 2017-2018 school year negotiations through June 30, 2018.


Accepted for Administrative Employees



Administrative Employees Representative
Sierra County Office of Education
Sierra-Plumas Joint Unified School District

4/26/2018
Date

Accepted for the Employer



Merrill M. Grant, Ed.D.
Superintendent, Sierra County Office of Education
Superintendent, Sierra-Plumas Joint Unified School District

4/26/18
Date

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD
TENTATIVE AGREEMENT

SIERRA-PLUMAS CLASSIFIED EMPLOYEES ASSOCIATION (S-PCEA)
2017-2018 SALARY AND BENEFITS

Article 19, Wages

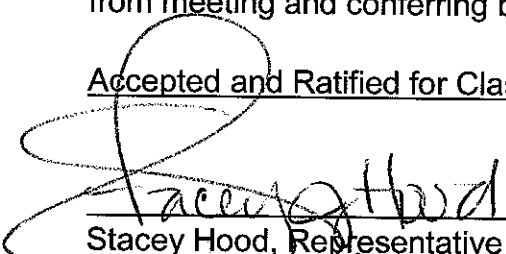
Proposed: The Sierra County Office of Education and Sierra-Plumas Joint Unified School District Classified Employees propose a 5% salary schedule increase on the 2017-2018 salary schedule.

Response: Employers agree to a one-time salary adjustment of \$8.25 per payable contract days retroactive to July 1, 2017.

Employee Response: Sierra-Plumas Classified Employees agree to the one-time salary adjustment of \$8.25 per Employee contract days subject to Full Time Equivalent (FTE) and reduced by ten (10) vacation days, retroactive to July 1, 2017.

The Employers propose that in mutual agreement with Sierra County Superintendent, Sierra County Board of Education, and Sierra-Plumas Joint Unified Governing Board and Sierra-Plumas Joint Unified School District Classified Employees, to close 2017-2018 school year negotiations through June 30, 2018. Nothing shall preclude the parties from meeting and conferring by mutual consent

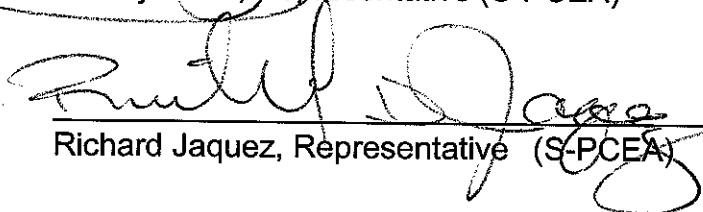
Accepted and Ratified for Classified Employees (S-PCEA)



Stacey Hood, Representative (S-PCEA)

4/26/18

Date

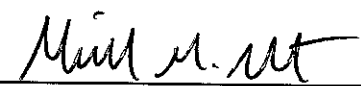


Richard Jaquez, Representative (S-PCEA)

4/24/18

Date

Accepted and Ratified for the Employer



Merrill M. Grant, Ed.D.
Superintendent, Sierra County Office of Education
Superintendent, Sierra-Plumas Joint Unified School District

4/26/18

Date

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

TENTATIVE AGREEMENT

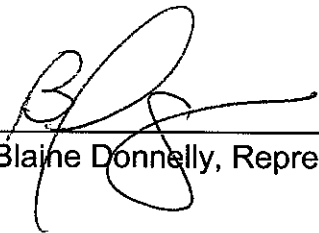
SIERRA-PLUMAS CLASSIFIED MANAGEMENT EMPLOYEES
2017-2018 SALARY AND BENEFITS

Wages

Employer agrees to a one-time salary adjustment of \$8.25 per payable contract day, retroactive to July 1, 2017.

The Employer proposes that in mutual agreement with the Sierra-Plumas Joint Unified School District Classified Management Employees, to close 2017-2018 school year negotiations through June 30, 2018.


Accepted for Classified Management Employees



Blaine Donnelly, Representative

4/30/18
Date

Accepted and Ratified for the Employer



Merrill M. Grant, Ed.D.
Superintendent, Sierra County Office of Education
Superintendent, Sierra-Plumas Joint Unified School District

4/26/18
Date

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD
TENTATIVE AGREEMENT
CONFIDENTIAL EMPLOYEES
2017-2018 SALARY AND BENEFITS

Article 19, Wages

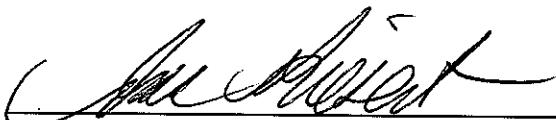
Proposed: One-time salary adjustment of \$8.25 per day, times Employee paid contract days for 2017-2018 fiscal year, prorated per Full Time Equivalent.

Response: Employers agree to a one-time salary adjustment of \$8.25 per Employee contract days, reduced by ten (10) vacation days, retroactive to July 1, 2017.

Employee Response: Sierra-Plumas JUSD and Sierra COE Confidential Employees agree to the one-time salary adjustment of \$8.25 per Employee contract days, reduced by ten (10) vacation days, retroactive to July 1, 2017.

The Employers propose that in mutual agreement with Sierra County Superintendent, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Confidential Employees, to close 2017-2018 school year negotiations through June 30, 2018.

Accepted for Confidential Employees



Nona Griesert
Confidential Employees Representative
Sierra County Office of Education
Sierra-Plumas Joint Unified School District

4/26/18
Date

Accepted for the Employer



Merrill M. Grant, Ed.D.
Superintendent, Sierra County Office of Education
Superintendent, Sierra-Plumas Joint Unified School District

4/26/18
Date

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

COMPLETION OF BARGAINING


SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT AND
SIERRA COUNTY OFFICE OF EDUCATION
ADMINISTRATIVE EMPLOYEES
FOR 2017-2018 SALARY AND BENEFITS

By mutual agreement with Sierra-Plumas Administrative Employees and Sierra County Superintendent of Schools, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Governing Board, this Agreement shall conclude 2017-2018 school year negotiations through June 30, 2018.

The SIERRA-PLUMAS ADMINISTRATIVE EMPLOYEES voluntarily accept the Tentative Agreement for the 2017-2018 school year.


Accepted
For the Administrative Employees:

Accepted and Adopted
For the Employer(s):



Representative
Administrative Employees

4/26/2018
Date



Merrill M. Grant, Ed.D.
Superintendent
Sierra County Office of Education
Sierra-Plumas Joint Unified School District

4/26/18
Date

Michael I. Moore, President
Sierra-Plumas Joint Unified School District
Governing Board

Date

Patricia Hall, President
Sierra County Board of Education

Date

Date presented to the Governing Board: _____

Date adopted by the Governing Board: _____

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

COMPLETION OF BARGAINING

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT AND
SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS CLASSIFIED EMPLOYEES (S-PCEA)
FOR 2017-2018 SALARY AND BENEFITS

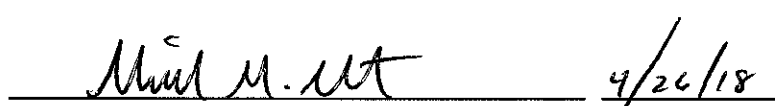
By mutual agreement with Sierra-Plumas Classified Employees Association and Sierra County Superintendent of Schools, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Governing Board, this Agreement shall conclude 2017-2018 school year negotiations through June 30, 2018.

The SIERRA-PLUMAS CLASSIFIED EMPLOYEES voluntarily accept and ratify the Tentative Agreement for the 2017-2018 school year.

Accepted and Ratified
For the S-PCEA Employees:

Accepted and Adopted
For the Employer(s):


Stacey Hood, Representative
Date: 4/26/18


Merrill M. Grant, Ed.D.
Superintendent
Sierra County Office of Education
Sierra-Plumas Joint Unified School District
Date: 4/26/18


Richard Jaquez, Representative
Date: 4/26/18

Michael I. Moore, President
Sierra-Plumas Joint Unified School District
Governing Board
Date: _____

Patricia Hall, President
Sierra County Board of Education
Date: _____

Date presented to the Governing Board: _____

Date adopted by the Governing Board: _____

Doc: Negotiations 2017-18 /Completion of Bargaining 2017-18 Classified
Doc: S-PCEA/2017-18 Negotiations/Completion of Bargaining

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

COMPLETION OF BARGAINING

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

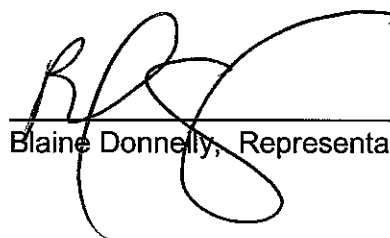
SIERRA-PLUMAS CLASSIFIED MANAGEMENT EMPLOYEES
FOR 2017-2018 SALARY AND BENEFITS

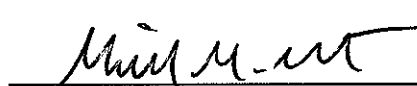
By mutual agreement with Sierra-Plumas Classified Management Employees and Sierra-Plumas Joint Unified School District Governing Board, this Agreement shall conclude 2017-2018 school year negotiations through June 30, 2018.

The SIERRA-PLUMAS CLASSIFIED MANAGEMENT EMPLOYEES voluntarily accept the Tentative Agreement for the 2017-2018 school year.

Accepted
By the Classified Management Employees:

Accepted and Adopted
For the Employer:


Blaine Donnelly, Representative


Merrill M. Grant, Ed.D.
Superintendent
Sierra County Office of Education
Sierra-Plumas Joint Unified School District

4/26/18
Date

Michael I. Moore, President
Sierra-Plumas Joint Unified School District
Governing Board

Date

Date presented to the Governing Board: _____

Date adopted by the Governing Board: _____

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS
SIERRA COUNTY BOARD OF EDUCATION AND
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD

COMPLETION OF BARGAINING

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT AND
SIERRA COUNTY BOARD OF EDUCATION
CONFIDENTIAL EMPLOYEES
FOR 2017-2018 SALARY AND BENEFITS

By mutual agreement with Sierra-Plumas Confidential Employees and Sierra County Superintendent of Schools, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Governing Board, this Agreement shall conclude 2017-2018 school year negotiations through June 30, 2018.

The SIERRA-PLUMAS CONFIDENTIAL EMPLOYEES voluntarily accept the Tentative Agreement for the 2017-2018 school year.

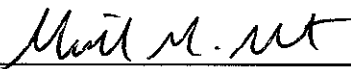
Accepted
For the Confidential Employees:

Accepted and Adopted
For the Employer(s):



Nona Griesert, Representative
Confidential Employees

4/26/18
Date



Merrill M. Grant, Ed.D.
Superintendent
Sierra County Office of Education
Sierra-Plumas Joint Unified School District

4/26/18
Date

Michael I. Moore, President
Sierra-Plumas Joint Unified School District
Governing Board

Date

Patricia Hall, President
Sierra County Board of Education

Date

Date presented to the Governing Board: _____

Date adopted by the Governing Board: _____

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
2018-2019 Extra Duty Assignments

Position	Compensation
WASC Lead Maintenance Years	\$500
Site Technology Coordinator Loyalton Elementary Loyalton High 7-12 Downieville K-12	\$1,500
Teacher-in-Charge (per semester) Loyalton Junior/Senior High 7-12 Downieville K-12 Loyalton Elementary	\$1,000
Lead Teacher (per month)	\$1,000
Response to Intervention Loyalton Junior High 7-8 Loyalton Senior High Downieville K-12 Loyalton Elementary K-6	\$500 \$500 \$500 \$1,000
<u>Coaching Assignments</u>	
Athletic Director - Loyalton High/\$2,500 per season x3/\$7,500 cap	\$7,500 cap
Athletic Director - Downieville/\$500 per team or \$2,000 cap	\$2,000 cap
Athletic Director - Grades 6,7,8	\$1,000
Varsity Football	\$2,000
Assistant Varsity Football	\$1,500
Varsity Basketball - Boys or Girls	\$2,000
J.V. Basketball - Boys or Girls	\$2,000
Boys Baseball	\$2,000
Girls Softball	\$2,000
Varsity Volleyball -	\$2,000
J.V. Volleyball	\$1,500
Soccer	\$2,000
Cross Country Coach	\$500

**SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
2018-2019 Extra Duty Assignments**

7th/8th Gr COED Basketball (Boys/Girls)	\$1,500
7th Grade Basketball Boys	\$500
7th Grade Basketball Girls	\$500
8th Grade Basketball Boys	\$500
8th Grade Basketball Girls	\$500
Track	\$2,000
Tennis	\$1,500
Golf Coach	\$1,500
Cheerleading Advisor-per season, max 2 seasons/year	\$2,000
Physical Fitness Coordinator District-wide	\$500
Friday Night Live Program Advisor Friday Night Live, Club Live, Friday Night Kids Loyalton Elementary, Loyalton High Downieville K-12	\$2,000 \$1,000
<i>The 2018-2019 Extra Duty positions and compensation posted here are conditional and subject to the approval by the Sierra-Plumas Teachers' Association and pending negotiations between the Association and Employer.</i>	

Presented to the Governing Board: May 8, 2018

SIERRA COUNTY OFFICE OF EDUCATION

RESOLUTION NO. 18-007

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 \$25,000 per annum, effective July 1, 2018; and

NOW, THEREFORE, BE IT RESOLVED that effective upon being appointed County Superintendent of Schools effective July 1, 2018, the Sierra County Superintendent of Schools shall be paid \$25,000 for services July 1, 2018, through June 30, 2019.

PASSED AND ADOPTED by the Sierra County Board of Education on this 8th day of May, 2018, by the following votes:

AYES: DRYDEN, GANT, HALL, MOORE, WRIGHT
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Sharon Dryden, Clerk

POLICY GUIDE SHEET

May 2018

AR 3230 - Federal Grant Funds

(AR revised)

Regulation updated to clarify that any federal formula or discretionary grant funds awarded to the district, including a federally funded child nutrition program according to **NEW LAW (SB 544)**, must comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulation also reflects **NEW FEDERAL REGULATION** (82 Fed. Reg. 22609) which delays, until July 1, 2018, the date by which districts must comply with the procurement standards in the Uniform Guidance.

BP/AR 3551 - Food Service Operations/Cafeteria Fund

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 250)** which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects **NEW LAW (SB 730)** which requires the California Department of Education (CDE) to provide information about the Buy American provision, **NEW LAW (AB 822)** which requires a preference for California-grown agricultural products with specified exceptions, and **NEW LAW (SB 544)** which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price meal program if he/she is eligible. Regulation also adds new section reflecting **NEW LAW (SB 557)** which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.

BP/AR 3553 - Free and Reduced Price Meals

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 138)** which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

BP/AR 6171 - Title I Programs

(BP revised)

Policy updated to address (1) the requirement to use federal Title I funds to supplement, not supplant, funds available from state and local sources; (2) use of the district's local control and accountability plan to fulfill requirements for the Title I local educational agency plan; and (3) methods for demonstrating the comparability of services between Title I and non-Title I schools. Regulation updated to reflect amendments by the Every Student Succeeds Act related to schoolwide programs, targeted assistance programs, and participation by private school students.

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Business and Noninstructional Operations

AR 3230

FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, which governs the use of federal formula and discretionary grant funds awarded to districts. Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure ~~of federal funds~~ in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the ~~federal grant~~ award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(*cf.* 3300 - Expenditures and Purchases) & (*cf.* 3314 - Payment for Goods and Services)

Period of Performance

Note: Pursuant to 2 CFR 200.343, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. -(2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

~~On or before~~ Note: 2 CFR 200.110, as amended by 82 Fed. Reg. 22609, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2017, 2018 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are **mandated** by 2 CFR 200.110 to document this decision in their procurement policies and should revise the following paragraph accordingly.

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards specified contained in 2 CFR 200.317-200.326 and Appendix II of Part 200 ~~when procuring goods and services needed to carry out a federal grant as well as, or with~~ any applicable state law or district policy that is more restrictive ~~state laws and district policies concerning the procurement of goods and services.~~

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out of the procurement process.

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 permits districts to establish simplified procurement procedures for "micro-purchases," as described in item #1 below. Pursuant to 48 CFR 2.101, the threshold for such purchases is \$3,500 except as otherwise specified, and will be periodically adjusted for inflation. Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

The "small purchases" limit under the Uniform Guidance (item #2 below) is \$150,000. However, the more restrictive California bid limits in Public Contract Code 20111 and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits (see BP/AR 3311 - Bids) must follow California law.

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.
(*cf. 3311 - Bids*)
4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)
(*cf. 3312 - Contracts*)
5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract whose for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

Note: 2 CFR 200.213 restricts districts from procuring goods or services from entities that have been suspended or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management web site to determine whether a particular entity has been excluded.

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

Note: 2 CFR 200.319 mandates that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

Note: 2 CFR 200.318 mandates that districts maintain written standards of conduct covering conflicts of interest and the performance of employees engaged in the selection, award, and administration of contracts.

No Governing Board of Education member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial

interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. -The district may also request reimbursement as an alternative to receiving advance payments.- (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records) & (cf. 3580 - District Records)

Audits

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the 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 audit period, 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. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Regulation approved: October 11, 2016
revised: May 8, 2018

Sierra County/Sierra-Plumas Joint USD

Board Policy

Business and Noninstructional Operations _____ **BP 3551**

The Board of Education

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

Note: Pursuant to 42 USC 1776, the USDA has established minimum professional standards for food service personnel. With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's Nutrition Services Division Management Bulletin SNP-17-2016.

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see the CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/AR 3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin No. 00-111 states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias, or other costs determined by Board resolution, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin USDA-SNP-16-2012.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate. Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Note: Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3553 - Free and Reduced Price Meals)

Cafeteria Fund

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

~~The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and shall clearly communicate these procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.~~

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund-district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

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

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

Note: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. This provision indicates that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to USDA Memorandum SP-24-2016, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, as added by SB 730 (Ch. 571, Statutes of 2017), the CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Note: Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Note: Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See the CDE's nutrition services web site for a current list of documents that may be requested for the review. During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:
EDUCATION CODE

38080-38086 Cafeteria, establishment and use
 38090-38095 Cafeterias, funds and accounts
 38100-38103 Cafeterias, allocation of charges
 42646 Alternate payroll procedure
 45103.5 Contracts for management consulting services; restrictions
 49490-49493 School breakfast and lunch programs
 49500-49505 School meals
 49554 Contract for services
 49550-~~49562~~49564.5 Meals for needy students
[49580-49581 Food recovery program](#)
FOOD AND AGRICULTURE CODE
[58595 Preference for California-grown agricultural products](#)
HEALTH AND SAFETY CODE
 113700-114437 California Retail Food Code
PUBLIC CONTRACT CODE
[2000-2002 Responsive bidders](#)
[20111 Contracts](#)
CODE OF REGULATIONS, TITLE 5
 15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
 1751-1769j School lunch programs
 1771-1791 Child nutrition, including:
 1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 2200.56 Indirect costs, definition 2
[200.56 Indirect costs, definition](#)
[200.318-200.326 Procurement standards](#)
 200.400-200.475 Cost principles
 200 Appendix VII Indirect cost proposals
CODE OF FEDERAL REGULATIONS, TITLE 7
 210.1-210.31 National School Lunch Program
 220.1-220.21 National School Breakfast Program
 250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges:- Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges:- Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs:- Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge:- Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges:- Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, ~~2~~February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Business and Noninstructional Operations

AR 3551

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: Districts that have one or more high-poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school, should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

Payments for Meals

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP-06-2015 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. Districts that choose to do so may modify the following paragraph accordingly. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the CDE's Nutrition Services Division Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student. (cf. 3550 - Food Service/Child Nutrition Program) & (cf. 3552 - Summer Meal Program) & (cf. 3553 - Free and Reduced Price Meals) & (cf. 3555 - Nutrition Program Compliance)

Note: The CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

According to the USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites) & (cf. 5145.6 - Parental Notifications)

Note: The following optional paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; (2) issues at least one advance warning to the student or his/her parent/guardian prior to refusing to issue a replacement ticket; and (3) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point of sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records) & (cf. 3580 - District Records)

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

~~Students~~Note: The following section reflects requirements applicable to districts participating in the National School Lunch and ~~their~~/or Breakfast Program and may also be used by districts that do not participate in the program.

Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians ~~shall be notified whenever their account has a low or~~ within 10 days of a negative balance. ~~Whenever a student's account has an unpaid balance of \$25 or more, in their child's school meal account.~~ Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced-price meals. The district is required to reimburse meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced-price meals, to the extent that the expense is reimbursable under the National School Lunch Program.

At its discretion, the district may choose to also notify parents/guardians ~~shall be notified in writing that full payment is due within seven school days from the date of the notice~~ before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

~~In cases of repeated nonpayment by~~

No later than 10 days after a ~~student~~ student's school meal account has reached a negative balance, the Superintendent or designee ~~may contact parents/guardians to discuss~~ shall so notify the reasons for student's parent/guardian. Before sending this notification, the ~~nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if~~ district shall exhaust all options and methods to directly certify the student's parents/guardians need assistance completing student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals ~~or need referral to social services.~~ and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

Note: The following **optional** paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into ~~a repayment plan~~ an agreement with a student's ~~parents/guardians~~ parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletins SNP 06-2015 and SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to ~~the~~ CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

Note: The following section is **optional** and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

Note: Education Code 38091 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board of Education shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget) & (cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. ~~EC~~(Education Code 38101)

Note: Pursuant to 7 CFR 210.7 and 220.14, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. The spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

Note: The following **optional** section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. -USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

Note: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts in the district; see the accompanying Board policy.

~~The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year to year basis. (Education Code 45103.5; 7 CFR 210.16)~~

~~Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced price, and full price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)~~

~~Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)~~

~~(cf. 3312 Contracts) & (cf. 3515.6 Criminal Background Checks for Contractors) & (cf. 3600 Consultants) & (cf. 4112.4/4212.4/4312.4 Health Examinations) & (cf. 4212 Appointments and Conditions of Employment)~~

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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Sierra County/Sierra-Plumas Joint USD

Board Policy

Business and Noninstructional Operations

BP 3553

The Board of Education FREE AND REDUCED PRICE MEALS

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to needy students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund) & (cf. 3552 - Summer Meal Program) & (cf. 5030 - Student Wellness) & (cf. 5148 - Child Care and Development) & (cf. 5148.2 - Before/After School Programs) & (cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

Note: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.

If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process.

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

Note: In order to be reimbursed for free and reduced-price meals, a school must meet federal and/or state nutritional guidelines in 7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

Note: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. **The following optional paragraph is for use by districts that choose to provide free milk to eligible students.**

~~Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.~~

Note: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the ~~California Department of Education~~CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities) & (cf. 3555 - Nutrition Program Compliance) & (cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price ~~meals~~meal program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 - Student Records)

Note: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Board. Districts wishing to use free and reduced-price meal records for the following purposes are **mandated** by Education Code 49558 to adopt a policy authorizing employee

access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price ~~meals~~meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data
(*cf. 6162.51 - State Academic Achievement Tests*)

~~2. Identification of students eligible for alternative supports in any school identified as a Title I program improvement school~~

~~(*cf. 0520.2*—Note: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES. Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I—Program Improvement Schools), Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.~~

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
(*cf. 6171 - Title I Programs*)

Note: According to CDE Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the

student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558) (cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE
 48980 Notice at beginning of term
 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49494 School breakfast and lunch programs
 49500-49505 School meals
 49510-49520 Nutrition
 49530-49536 Child Nutrition Act of 1974
 49547-49548.3 Comprehensive nutrition service
 49550-49562 ~~49564.5~~ Meals for needy students
CODE OF REGULATIONS, TITLE 5
 15510 Mandatory meals for needy students
 15530-15535 Nutrition education
 15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 20
 1232g Federal Educational Rights and Privacy Act
~~6301-6514 Title I programs~~
~~6301-6576 Elementary and Secondary Education Act~~
UNITED STATES CODE, TITLE 42
 1751-1769j School lunch program
 1771-1791 Child nutrition, especially:
 1773 School breakfast program
CODE OF FEDERAL REGULATIONS, TITLE 7
 210.1-210.31 National School Lunch Program
 220.10-220.21 National School Breakfast Program
 245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk
 — WELFARE AND INSTITUTIONS CODE
 — ~~14005.41 Basic health care~~

Management Resources:

CSBA PUBLICATIONS
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS
 NSD-SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015
 USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
 Feed More Kids, Improve Program Participation
 Direct Certification Implementation Checklist, May 2008 ~~Checklist~~ *Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018*
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
 Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS (continued)
 Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
WEB SITES
 CSBA: <http://www.csba.org>
 California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>
 California Healthy Kids Resource Center: <http://www.californiahealthykids.org> *Food Policy Advocates: <https://cfpa.net>*
 California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>
 U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

SIERRA COUNTY OFFICE OF EDUCATION

Policy adopted: April 10, 2007

revised: June 14, 2011 & revised: April 12, 2016 & revised: May 8, 2018

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Business and Noninstructional Operations

AR 3553

FREE AND REDUCED PRICE MEALS

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

Note: The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010 clarifies that it is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program) & (cf. 3551 - Food Service Operations/Cafeteria Fund) & (cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

Note: **The following paragraph is optional.** In addition to the paper application form described above, Education Code 49557 authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements.

~~In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.~~

Note: According to the U.S. Department of Agriculture's Eligibility Manual for School Meals: Determining and Verifying Eligibility, households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to

local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

Note: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site. Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

The Superintendent or designee shall determine students' eligibility for the free and reduced-price ~~meals~~meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

~~When authorized by~~Note: In accordance with law, participants in ~~other~~certain state and federal ~~or state~~ programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified; ~~as eligible~~ without further ~~action or additional~~ application. ~~For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.~~
Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR 245.6 also authorize, but do not require, districts to directly certify any student who is homeless, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562, as amended by SB 138 (Ch. 724, Statutes of 2017), also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals program, beginning with participation data from the 2017-18 school year as provided by CDE.
Further information about direct certification and eligibility is available in the USDA's Eligibility Guidance for School Meals Manual.
Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

(cf. 6173 - Education for Homeless Children) & (cf. 6173.1 - Education for Foster Youth) & (cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial

eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

Note: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.
It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price ~~meals~~ meal program for the purpose of disaggregation of academic achievement data ~~and/or for the identification~~ provision of ~~students who are eligible for alternative supports in a Title I program improvement school~~ services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.

1. _____ School Administrative and Counseling Staff
2. _____ District Administrative Staff assigned to the District's Assessment Program
3. _____ Teachers involved with the District's Assessment Program
4. _____ Staff involved in Categorical Programs

Accounting Technician III

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price ~~meals~~meal program are maintained in the permanent records of any student if not otherwise allowed by law. *(cf. 5125 - Student Records)*
2. Information regarding individual student participation in the free and reduced-price ~~meals~~meal program is not publicly released. *(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price ~~meals~~meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

(cf. 0410 - Nondiscrimination in District Programs and Activities) & (cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

Prices

Note: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Regulation approved: April 10, 2007

revised: June 10, 2008

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revised: April 12, 2016

revised: August 9, 2016

revised: May 8, 2018

Sierra County/Sierra-Plumas Joint USD

Board Policy

Intradistrict Open Enrollment

BP 5116.1

Students

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)

(cf. 5118 - Open Enrollment Act Transfers)

2. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

3. Any student who is a victim of a violent crime while on school grounds (20 USC 7912)

4. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, social worker, or a properly licensed or registered professional such as a psychiatrist, psychologist, or marriage and family therapist

b. A court order, including a temporary restraining order and injunction

5. Any sibling of a student already in attendance in that school

6. Any student whose parent/guardian is assigned to that school as his/her primary place of employment

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between May 1 and June 30 of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

Transportation

Except as required for students who transferred out of a Title I program improvement school, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

(cf. 3250 - Transportation Fees)
 (cf. 3540 - Transportation)

Legal Reference:

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6311 State plans

7912 Transfers from persistently dangerous schools

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Public School Choice FAQs

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Unsafe School Choice Option, May 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy SIERRA COUNTY OFFICE OF EDUCATION

adopted: April 10, 2007 Sierraville, California

revised: May 10, 2011 Loyalton, California

revised: September 13, 2016

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Intradistrict Open Enrollment

AR 5116.1

Students

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other

considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

(cf. 5117 - Interdistrict Attendance)

Other Intradistrict Open Enrollment

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at each school site, the district office, and on the district's web site.
2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.
3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
4. Approved applicants must confirm their enrollment within 10 school days.

Any student who, prior to the 2016-17 school year, was granted a transfer out of a Title I school that had been identified for program improvement shall be allowed to remain in the school of enrollment until he/she completes the highest grade offered at that school.

(cf. 0520.2 - Title I Program Improvement Schools)

A student granted intradistrict enrollment under other circumstances shall not be required to reapply for readmission but may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the

applicable complaint procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

(cf. 5111.1 - District Residency)

(cf. 5118 - Open Enrollment Act Transfers)

2. Program options offered within local attendance areas

3. A description of any special program options available on both an interdistrict and intradistrict basis

4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied

5. A district application form for requesting a change of attendance

6. The explanation of attendance options under California law as provided by the CDE

(cf. 5145.6 - Parental Notifications)

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Regulation SIERRA COUNTY OFFICE OF EDUCATION
 approved: April 10, 2007 Sierraville, California
 revised: May 10, 2011 Loyalton, California
 revised: September 13, 2016

Sierra County/Sierra-Plumas Joint USD

Exhibit

Intradistrict Open Enrollment

E 5116.1

Students

PARENTAL NOTIFICATION: OPTION TO TRANSFER FROM A PERSISTENTLY DANGEROUS SCHOOL

Dear Parents/Guardians:

The California Department of Education has designated the _____ School as a "persistently dangerous" school based on state criteria which include expulsion rates for certain types of offenses, gun-free schools violations and violent criminal offenses committed on school property.

Federal law requires that all parents/guardians of students in this school be offered an opportunity to transfer their children to another eligible district school or charter school which has not been so designated. Such transfers would take effect on [date].

The following schools are available to accept transfers:

Other district schools may not appear on this list because either (1) they also have been identified as "persistently dangerous," or (2) the Superintendent has determined that all transfer requests can be accomplished among the above schools.

Information about each available school is enclosed, including information on academic achievement.

If you decide you want to transfer your child, please submit your top [number] choices of schools on the enclosed form by [date] to the [district office or the principal at your child's school]. It cannot be guaranteed that your first choice will be available, but your preferences will be considered.

If you choose to transfer your child, you will be expected to provide or arrange for transportation to and from the child's school. As funds and space permit, transportation may be provided upon request, with priority given to students with the greatest financial need.

Exhibit SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
version: April 10, 2007 Sierraville, California

PARENT/GUARDIAN TRANSFER REQUEST FROM A "PERSISTENTLY DANGEROUS"
SCHOOL

Instructions: To request a transfer for your child out of a school that has been designated as "persistently dangerous," please complete the following form and return it by [return date] to the [district office or to your child's school]. You will be notified by [date] regarding your child's school assignment for the next school year and your options if you decide to decline the school assignment at that time.

Child's Name: _____

Parent/Guardian's Name: _____ Signature: _____

School Child Currently Attends: _____

Please write numbers in the boxes below to rank your top [number] choices of available schools:

? _____ [school name] _____

? _____ [school name] _____

? _____ [school name] _____

If you have any questions, please contact [name] at [phone number].

Exhibit SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
version: April 10, 2007 Sierraville, California

Sierra County/Sierra-Plumas Joint USD

Board Policy

Instruction

BP 6171

~~In order~~ **TITLE I PROGRAMS**

Note: The following policy is for use by districts that receive funding through Title I, Part A, of the federal Elementary and Secondary Education Act (20 USC 6311-6322), which supports basic programs designed to improve the academic achievement of economically disadvantaged students. 20 USC 6313 establishes school eligibility criteria and priorities for funding. Title I funds received by the district must be allocated to eligible schools or eligible school attendance areas, in rank order, on the basis of the number of students from low-income families.

~~The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce strengthen the core curriculum academic program and assist provide support to students in attaining proficiency on state at risk of failing to achieve academic standards and assessments.~~

~~(cf. 5149 - At Risk Students)~~ (cf. 6011 - Academic Standards) & (cf. 6162.5 - Student Assessment) & (cf. 6162.51 - Standardized Testing and Reporting Program *State Academic Achievement Tests*)

~~Title I funds~~ (cf. 6162.52 - High School Exit Examination)

~~The Superintendent or designee shall provide technical assistance~~ be used to supplement, not supplant, funds available from state and support to any school local sources for the education of students participating in the Title I program, including consultation in programs. (20 USC 6314, 6321)

Note: 20 USC 6312 requires that districts receiving Title I funds develop a local educational agency (LEA) plan with specified components. In California, districts have the option of addressing each LEA plan provision within the development local control and implementation of accountability plan (LCAP), the LCAP Federal Addendum, or another document, provided that the location of each provision is referenced within the LCAP Federal Addendum. A template for the LCAP Federal Addendum is available on the California Department of Education's (CDE) web site.

Title I schoolwide programs are required to develop school-level comprehensive plans addressing the components listed in 20 USC 6314; see the accompanying administrative regulation.

~~Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school plans and activities. (20 USC 6312).~~

(cf. 0420 - School Plans/Site Councils)

(cf. 0400 - Comprehensive Plans) & (cf. 0460 - Local Control and Accountability Plan)

Note: 20 USC 6318 mandates each district and each school receiving Title I funds to have a written parent/guardian and family engagement policy developed jointly with and agreed upon by parents/guardians of participating students. See BP/AR 6020 - Parent Involvement for language fulfilling this mandate.

~~In addition, the~~ The district and each school receiving Title I funds shall develop a written parent involvement/guardian and family engagement policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Local Educational Agency Plan

~~The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Board of Education for approval. (20 USC 6312)~~

~~The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.~~

~~The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.~~

Comparability of Services

~~State and local funds used in~~ Note: 20 USC 6321 mandates any district receiving Title I funds to develop procedures to ensure compliance with legal requirements regarding comparability of services. Pursuant to 20 USC 6321, requirements regarding comparability do not apply to districts that do not have more than one building for each grade span.

In schools receiving Title I funds, state and local funds shall be used to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

Note: Pursuant to 20 USC 6321, a district will be considered to have met the legal requirement for comparability if it provides the CDE with written assurances that it has established and implemented (1) a districtwide salary schedule; (2) a policy ensuring equivalence among schools in teachers, administrators, and other staff; and (3) a policy ensuring equivalence among schools in the provision of curriculum materials and instructional supplies. The district must keep records documenting that the salary schedule and policies were actually implemented and that they resulted in equivalence among schools in staffing, materials, and supplies. Items #1-4 below reflect methods of determining comparability authorized by the CDE. For further information, see the CDE's guidance Meeting Title I, Part A Comparability Requirements, available on its web site.

To demonstrate comparability of services among district schools:

~~1. The Board, the district shall adopt:~~

1. Adopt and implement a districtwide salary schedule.

~~2. Note: Items #2a and b below reflect methods authorized by the CDE to determine comparability of staffing, and may be revised to reflect district practice.~~

2. Ensure equivalence in teachers, administrators, and other staff, as measured by either or both of the following:

a. The ratio of students to teachers, administrators, and other instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio across for all non-Title I district schools, within that grade span

~~3. b.~~ Salary expenditures for instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.

~~4. All district schools shall be provided with~~

~~3. Ensure equivalence in the same level provision of base funding per student for curriculum materials and instructional materials.~~

~~5. The Superintendent or designee shall maintain records supplies, by determining whether the per-student expenditure of the quantity state and quality of local funds for curriculum materials and instructional materials and equipment at each school supplies in Title I schools is between 90 and 110 percent of the districtwide average~~

~~4. Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools (cf. 6161.1 - Selection and Evaluation of Instructional Materials)~~

~~In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to students with disabilities, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)~~

~~Note: Although 20 USC 6321 requires records of compliance to be updated biennially, U.S. Department of Education (USDOE) nonregulatory guidance, Title I Fiscal Issues, clarifies that because Title I allocations are made annually, demonstrating comparability is an annual requirement. CDE requires districts to complete and submit their comparability reports each fall. Districts with schools that fail the initial comparability test are given additional time to resolve the issues and resubmit their report with supporting documentation in the winter.~~

~~The Superintendent or designee At the beginning of each school year, the Superintendent or designee shall measure shall annually assess comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.~~

Participation of Private School Students

~~The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)~~

Program Evaluation

~~The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)~~

~~Note: The following section may be revised to reflect district practice. During the Federal Program Monitoring process, the CDE will review whether the district monitors the effectiveness of district plans to help low-achieving students meet challenging academic achievement standards and revises those plans as necessary. 20 USC 6311 requires each state to have an accountability system that incorporates multiple measures, including, but not limited to, statewide assessment results for all students as well as numerically significant student subgroups. California's accountability system (the California School Dashboard) consists of both state and local indicators to~~

assist districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Beginning in the 2018-19 school year, CDE will notify schools identified for comprehensive and/or targeted support and improvement pursuant to 20 USC 6311. See BP 0500 - Accountability.

The Board shall regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

(cf. ~~0520.2 — Title I Program Improvement Schools~~)(cf. ~~0520.3 — Title I Program Improvement Districts~~~~0500 - Accountability~~) & (cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

52055.57 ~~Districts identified or at risk of identification for program improvement~~

54020-54028 ~~Economic Impact Aid~~

~~52060-52077 Local control and accountability plan~~

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

~~6316 School improvement~~

6318 Parent ~~involvement~~~~and family engagement~~

6320 Participation of private school students

6321 Comparability of services

~~6333-6335 Grants to local educational agencies~~

~~6391-6399 Education for migrant students~~

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.~~7973~~ Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

~~Frequently Asked Questions About Title I Schoolwide Programs~~

~~Local Control and Accountability Plan Federal Addendum Template~~

~~Meeting Title I, Part A Comparability Requirements, October 2017~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE PUBLICATIONS

~~Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016~~

~~Title I Fiscal Issues, May 26, 2006 Non-Regulatory Guidance, February 2008~~

~~Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006~~

Supplemental Educational Services, June 13, 2005

The Impact of the New Title I Requirements on Charter Schools, July 2004

Parental Involvement: Title I, Part A, April 23, 2004

Serving Preschool Children Under Title I, March 4, 2004

~~Title I Services to Eligible Private School Students, October 17, 2003~~

~~Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003~~

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov/iasa/titleone/sp/sw>

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Policy adopted: April 10, 2007
revised: May 8, 2018

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Instruction _____

AR 6171

TITLE I PROGRAMS

Schoolwide Programs

Note: Pursuant to 20 USC 6314, Title I funds may be used and consolidated with other federal, state, and local program funds to upgrade the entire educational program in schools that meet eligibility criteria. Schools participating in schoolwide programs are not required to identify particular students as eligible or identify individual services as supplementary. The following **optional** section is for use by districts with schoolwide program(s).

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. ~~The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314 (20 USC 6314; 34 CFR 200.25)~~

~~Any participating~~Note: 20 USC 6314 provides that an ineligible school may request a waiver from the California Department of Education (CDE) to operate a schoolwide program, taking into account how a schoolwide program will best serve the needs of the students in the school. For information regarding the criteria and process for seeking a waiver, see the CDE's web site.

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6314)

Note: 20 USC 6314 requires schools with Title I schoolwide programs to develop a comprehensive plan with specified components. Pursuant to Education Code 64001, this plan must be consolidated with plans required for other federal and state categorical programs into a single plan for student achievement (SPSA). The SPSA must be developed by a school site council or other school advisory group; see BP/AR 0420 - School Plans/Site Councils. However, because 20 USC 6314 requires broader engagement, the district must ensure that plan development provides opportunities for the participation of the individuals listed below. The following paragraph may be revised to reflect district practice.

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

(cf., ~~annually review, and update~~0400 - Comprehensive Plans)

The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and plans required byfor other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

~~A schoolwide program~~The plan shall ~~include: (20 USC 6314)~~
describe

~~A comprehensive needs assessment of the entire~~ strategies that the school will implement to address school needs, including a description of how such strategies will: (20 USC 6314)

1. ~~the needs of migrant~~Provide opportunities for all students, ~~which includes the achievement of~~including economically disadvantaged students ~~in relation to~~, ethnic subgroups, students with disabilities, and English learners, to meet state academic ~~content and achievement~~ standards

(cf. 6011 - Academic Standards)

~~(cf. 6162.5 - Student Assessment)~~

~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~

~~(cf. 6162.52 - High School Exit Examination)~~

~~(cf. 6175 - Migrant Education Program)~~

2. Schoolwide reform strategies that:

~~a. Provide opportunities for all students to meet the state's proficient and advanced levels of achievement~~

b. ~~Use effective methods and instructional strategies, based on scientifically based research,~~ that strengthen the school's ~~core~~ academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, and which may include strategies for meeting the educational needs of historically underserved populationsprograms, activities, and courses necessary to provide a well-rounded education

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. ~~6177 - Summer School~~6141 - Curriculum Development and Evaluation)

e. ~~Include strategies to address~~(cf. 6177 - Summer Learning Programs)

Note: Item #3 may be revised to reflect the grade levels and programs offered by the district.

3. Address the needs of all students in the school, but particularly the needs of low-achieving students ~~and~~ those at risk of not meeting state achievementacademic standards ~~who are members of the target population of any program that is part of the schoolwide program~~

~~Such strategies, through activities which~~ may include ~~counseling, student~~the following:

- a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs.~~other strategies to improve students' skills outside the academic subject areas~~

~~(cf. (cf. 5149 - At Risk Students)~~5141.6 - School Health Services)

~~(cf. 6030 - Integrated Academic and Vocational Instruction)~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

~~(cf. 6164.5 - Student Success Teams)~~

d. ~~Address how the school will determine if student needs have been met~~

- e. ~~Are consistent with and designed to implement state and local improvement plans, if any.~~b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school

~~(cf. 0520.2 - Title I~~6141.4 - International Baccalaureate Program~~Improvement Schools)~~

~~(cf. 6141.5 - Advanced Placement)~~

~~(cf. 6172.1 - Concurrent Enrollment in College Classes)~~

~~(cf. 6178 - Career Technical Education)~~

- c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act

d. Professional~~(cf. 0520.3 - Title I Program Improvement Districts)~~

3. ~~High quality and ongoing professional development and other activities for teachers, principals, paraprofessionals, and, if appropriate, student services~~other school personnel, other staff, and parents/guardians to enable all students in the school to meet state to improve instruction and use of data from academic achievement standards assessments and to recruit and retain effective teachers, particularly in high-need subjects

~~(cf. 4111/4211/4311 - Recruitment and Selection)~~

~~(cf. 4131 - Staff Development)~~

~~(cf. 4222 - Teacher Aides/Paraprofessionals)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

4e. Strategies to attract high quality, highly qualified teachers to high-need schools~~(cf. 4111 - Recruitment and Selection)~~

5. ~~Strategies to increase parent involvement~~

~~(cf. 5020 - Parent Rights and Responsibilities)~~

~~(cf. 6020 - Parent Involvement)~~

6. ~~Plans~~ for assisting preschool children in the transition from early childhood education programs to local elementary school programs

(cf. ~~6300~~5148.3 - *Preschool/Early Childhood Education*)

~~7.Measures to~~The plan shall also include ~~teachers in decisions regarding the use~~a description of ~~academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program~~

~~8.Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance~~

(cf. ~~6179~~ Supplemental Instruction)

~~9.Coordination and integration of~~any applicable federal, state, and local ~~services and~~ programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

Targeted Assistance Programs

Note: Pursuant to 20 USC 6315, any school that is selected to receive Title I funds but is ineligible for or chooses not to operate a schoolwide program may only use Title I funds for programs that provide services to eligible students identified as having the greatest need for special assistance.

The following paragraph may be revised to reflect grade levels offered by the district.

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to: ~~(20 USC 6315) eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2~~
~~1.Students in grades 3-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of~~
shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)

~~2.Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures~~

Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)

Any targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic achievement standards expected for all students standards, which may include programs, activities, and academic courses necessary to provide a well-rounded education
 2. ~~Ensure that program planning is incorporated into existing school planning~~
 3. ~~Use effective methods and instructional strategies, based on scientifically based research, that strengthen the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I~~ through activities which may include:
 - 4a. Expanded learning time, before- and after-school programs, and summer programs and opportunities
 - b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act
 3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
 4. ~~Provide instruction by highly qualified teachers~~
 5. ~~Provide opportunities for professional development for~~ to teachers, principals, other school leaders, paraprofessionals, and, if appropriate, student services specialized instructional support personnel, ~~other staff~~, and parents/guardians other school personnel who work with participating students eligible students in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.
 5. Implement
 7. ~~Provide~~ strategies to increase parent the involvement of parents/guardians of participating students
8. ~~Coordinate~~ Note: Item #6 may be revised to reflect programs offered by the district.
6. If appropriate and applicable, coordinate and integrate federal, state, and local services and programs, such as programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311
 7. Provide assurances to the Superintendent or designee that the program will:
 - a. Help provide an accelerated, high-quality curriculum

- b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds
- c. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards

Participation of Private School Students

~~The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)~~

Teachers, ~~other educational personnel~~, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent ~~involvement~~/guardian and family engagement activities and professional development pursuant to 20 USC 6318 ~~and 6319~~. (20 USC 6320, 7881)

Note: The following optional paragraph reflects U.S. Department of Education non-regulatory guidance, Title I Services to Eligible Private School Students.

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.

Note: 20 USC 6320 requires meaningful and timely consultation with private school officials as described below. Pursuant to 20 USC 6320, a private school official has the right to complain to the CDE that the district did not comply with these requirements, and the district must forward the appropriate documentation to the CDE.

The Superintendent or designee shall consult with appropriate private school officials, in a meaningful and timely manner, ~~with appropriate private school officials~~ during the design and development of the district's Title I programs, with the goal of reaching agreement on how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include ~~a discussion of~~consultation on issues such as the following: (20 USC 6320, 7881; 34 CFR 200.6356)

1. How the needs of private school students will be identified
2. What services will be offered
- 3.- How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services

5. The size and scope of the equitable services to be provided to eligible private school students ~~and~~, the proportion of funds ~~that is to be~~ allocated for such services, and how that proportion of funds is determined

Note: Pursuant to 20 USC 6320, the district has the final authority to calculate, each year or every two years, the number of private school students, ages 5-17, who are from low-income families. The district may use the same measure of low income as used to determine eligibility for public school students or any other measure listed in 20 USC 6320(c)(1).

6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of ~~serviee~~services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor
10. Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis
11. When services will be provided, including the approximate time of day
12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The ~~Superintendent or designee~~district shall maintain, and shall provide to the ~~California Department of Education upon request~~CDE, a written affirmation signed by officials of each participating private school that consultation has occurred. ~~(20 USC 6320)~~The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)

~~If the private school officials do not provide such affirmation within a reasonable period of time,~~

~~the Superintendent or designee shall maintain records of the consultation or the offer of consultation.~~

(cf. 3580 - District Records)

Note: The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee ~~also~~ shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records ~~documenting that:~~

- ~~1. The needs of private school teachers and/or~~ pertaining to the provision of services to private school students ~~were identified.~~
- ~~2. The funds made available were equitable to those allocated for public school students and teachers.~~
- ~~3. The district's program met the needs of the private school teachers and/or private school students.~~
- ~~4. The district made efforts to resolve any complaints made by private school representatives.~~

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Regulation approved: April 10, 2007
 minor revision: June 14, 2016
 revised: May 8, 2018

Sierra County/Sierra-Plumas Joint USD

Exhibit

Community Relations

UNIFORM COMPLAINT PROCEDURES

E 1312.3

ANNUAL NOTIFICATION OF THE UNIFORM COMPLAINT PROCEDURES (UCP) ~~2013-14~~

For students, employees, parents/guardians, school and district advisory committee members, appropriate private school officials, and other interested parties.

The Sierra-Plumas Joint Unified School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs and the charging of unlawful pupil fees.

The Sierra-Plumas Joint Unified School District shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedures (UCP) adopted by our local board. Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that receives or benefits from state financial assistance.

The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in:

Consolidated Categorical Aid Programs
 Career Technical Programs
 Child Care and Developmental Programs
 Child Nutrition Programs
 Special Education Programs
 Safety Planning Requirements

A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

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

1. 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.
2. 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.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints other than complaints relating to pupil fees must be filed in writing with the following compliance officer:

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

Complaints of noncompliance with laws relating to pupil fees are filed with a principal of a school. A complaint regarding pupil fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees.

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the superintendent or his or her designee.

Complaints will be investigated and a written Decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant. The LEA person responsible for investigating the complaint shall conduct and complete the investigation in accordance with 5CCR 4680-4687 and in accordance with local procedures adopted under 5CCR 4621.

The complainant has a right to appeal Sierra-Plumas Joint Unified School District's Decision to the California Department of Education (CDE) by filing a written appeal within 15 days of receiving Sierra-Plumas Joint Unified School District's Decision. The appeal must include a copy of the complaint filed with Sierra-Plumas Joint Unified School District and a copy of Sierra-Plumas Joint Unified School District's Decision.

Civil law remedies may be available under state or federal discrimination, harassment, intimidation, or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code 262.3. A complainant may pursue available civil law remedies outside of Sierra-Plumas Joint Unified School 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.

A copy of the Sierra-Plumas Joint Unified School District's UCP policy and complaint procedures shall be available free of charge.

UCP Board Policy and Administrative Regulation (Procedures) 1312.3 were ~~adopted~~ last revised by the SPJUSD Governing Board on ~~April 10, 2018~~ February 11, 2014.

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Exhibit version: February 11, 2014
revision: May 8, 2018