#### AGENDA FOR THE REGULAR MEETING OF THE SIERRA COUNTY BOARD OF EDUCATION May 26, 2020 6:00pm Regular Session

# In accordance with the Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Sierra County Board of Education will hold meetings via Zoom Teleconferencing.

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

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

- A. CALL TO ORDER Please be advised that this meeting will be recorded.
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. FLAG SALUTE

#### E. INFORMATION/DISCUSSION ITEMS

- 1. Superintendent's Report None
- 2. Business Report
  - a. Account Object Summary-Balance from 07/01/2019 to 04/30/2020\*\*
  - b. Letter from California Department of Education, 2019-2020 Second Interim Reports approved with warning of unknown impacts due to COVID-19\*\*
- 3. Staff Reports (5 minutes)
- 4. Board Member Reports (5 minutes)
- Public Comment This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter. (Education Code <u>35145.5</u>; Bylaw 9322; Government Code <u>54954.3</u>)

#### F. CONSENT CALENDAR

- 1. Approval of minutes for the Regular Board Meeting held April 14, 2020\*\*
- 2. Approval of Board Report-Checks Dated 04/01/2020 through 04/30/2020\*\*
- 3. Authorization to enter into a Memorandum of Understanding between Sierra County Office of Education and Sierra-Plumas Joint Unified School District, Contract 2021-01C\*\*

#### G. ACTION ITEMS

1. Old Business

#### **PUBLIC HEARING – Collective Bargaining Disclosure Statement**

- a. Public Hearing to receive public comment regarding Collective Bargaining Agreement (Item b)
- b. Approval of the Tentative Collective Bargaining Agreement for Classified Employees, 2019-2020 Negotiations for salary and benefits\*\*
- c. Completion of Bargaining, Classified Employees, 2019-2020 Negotiations\*\*

2. New Business

#### **PUBLIC HEARING – SCOE Budget**

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

#### **PUBLIC HEARING – Proposition 30, Education Protection Account**

- b. Public Hearing to receive public comment on the use of Proposition 30 Funding for 2020-2021
- c. Approval of CRM Group Invoice Construction Management for LES Paving, Concrete, ADA Entry\*\*
- d. Approval of 2020-2021 Extra Duty Assignments and Stipends\*\*
- e. Acceptance of Resignation for Patrick Wilson, TK/K/1 Teacher, Downieville School, 1.0 FTE, effective June 30, 2020\*\*
- f. Authorization to fill Downieville TK/K-1 Teacher position, 1.0 FTE
- g. Authorization to fill Occupational Therapist, Loyalton Elementary School, .20 FTE, 6 hours/week
- h. Acceptance of resignation for Alexa Wells, Speech and Language Aide, Loyalton Elementary School, .60 FTE 18 hours/week, effective June 12, 2020
- i. Authorization to fill Speech and Language Aide, Loyalton Elementary School, .60 FTE, 18 hours/week

#### BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

- j. 4113.5~4213.5~4313.5—Working Remotely
  - 1. Board Policy, *NEW*\*\*
- k. 6157—Distance Learning
  - 1. Board Policy, NEW\*\*

#### H. ADVANCED PLANNING

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

som The

James Berardi, Superintendent Secretary to the County Board of Education

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

# Account Object Summary-Balance

Object	Description	1	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
01 - Gen Fund							
1100	Teachers Salaries		288,697.00	309,589.00	60,755.40	246,791.72	2,041.8
1115	Certificated Extra Duty		250.00	470.00		70.00	400.0
1120	Certificated Substitutes		12,325.00	11,268.00		6,510.00	4,758.0
1200	Certificated Pupil Support Ser		30,561.00	30,561.00	5,093.46	25,467.30	.2
1300	Certificated Supervisor Admini		260,757.00	193,207.00	30,884.23	176,390.70	14,067.9
1310	Teacher in Charge		10,000.00	10,000.00		1,000.00	9,000.0
		Total for Object 1000	602,590.00	555,095.00	96,733.09	456,229.72	2,132.1
2100	Instructional Aides' Salaries		196,300.00	160,723.00	24,469.25	103,803.53	32,450.2
2115	Classified Extra Duty		1,000.00	1,000.00	,	566.51	433.4
2120	Classified Substitutes		7,755.00	7,570.00		2,775.51	4,794.4
2200	Classified Support Salaries		28,846.00	37,342.00	2,508.15	12,350.15	22,483.7
2215	Classified Support Extra Duty		1,000.00	1,000.00	,	591.89	408.2
2220	Classified Substitute Salaries		1,000.00	1,000.00			1,000.0
2300	Classified Supervisors' Admini		104,378.00	114,719.00	17,246.00	86,935.00	10,538.0
2400	Clerical Technical Office Staf		127,065.00	128,933.00	21,533.31	104,762.95	2,636.
2420	Clerical Substiture		250.00	250.00			250.0
2900	Other Classified Salaries		9,000.00	15,960.00		8,660.75	7,299.2
		Total for Object 2000	476,594.00	468,497.00	65,756.71	320,446.29	82,294.0
3101	STRS Certificated Positions		122,401.00	162,923.00	16,541.36	74,133.83	72,247.8
3102	STRS Classified Positions		803.00	23,823.00	164.56	1,128.49	22,529.9
3201	PERS Certificated Positions					244.54	244.5
3202	PERS Classified Positions		89,597.00	85,561.00	12,438.26	59,820.50	13,302.2
3301	OASDI Certificated Positions		932.00	7.00		107.88	100.8
3302	OASDI Classified Positions		27,727.00	28,263.00	3,968.60	19,228.73	5,065.6
3311	Medicare Certificated Position		8,344.00	7,704.00	1,343.84	6,340.80	19.3
3312	Medicare Classified Positions		6,814.00	6,682.00	942.13	4,598.04	1,141.8
3401	Health & Welfare Benefits Cert		108,577.00	86,135.00	18,144.14	79,070.04	11,079.1
3402	Health & Welfare Benefits Clas		84,444.00	107,536.00	19,614.96	89,044.30	1,123.2
3501	SUI Certificated		300.00	276.00	48.40	229.45	1.8
3502	SUI Classified		239.00	234.00	32.90	157.58	43.5
3601	Workers' Compensation Certific		19,262.00	20,479.00	3,287.56	15,243.31	1,948.1
3602	Workers' Compensation Classifi		15,378.00	16,420.00	2,304.70	11,058.83	3,056.4
3902	Golden Handshake-Class			13,250.00		6,624.00	6,626.0
		Total for Object 3000	484,818.00	559,293.00	78,831.41	367,030.32	113,431.2
4100	Approved Textbooks Core Curric		460.00	2,273.00			2,273.0

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2020, Period = 10, Unposted JEs? = N, Assets and Liabilities? = N, ESCAPE ONLINE Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

Generated for Adrienne Garza (ABALL), May 4 2020 8:19AM

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# Account Object Summary-Balance

Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
und 01 - Gen Fund	(continued)					
4200	Library and Reference Material		1,000.00			1,000.0
4300	Materials and Supplies	42,512.00	62,399.00	2,774.69	18,376.28	41,248.
4320	Custodial Grounds Supplies	500.00	676.00	36.21	626.70	13.
4330	Office Supplies	1,000.00	1,000.00		1,030.09	30.
4350	Vehicle Upkeep	6,000.00	5,500.00	965.53	3,072.18	1,462.
4399	Mat & Sup Undesignated Bal		277.00			277.
4400	Noncapitalized Equipment	17,849.00	19,186.00		7,091.29	12,094
	Total for Object 4000	68,321.00	92,311.00	3,776.43	30,196.54	58,338
5100	Subagreements for Services	43,000.00	43,000.00			43,000
5200	Travel and Conference	47,304.00	35,583.00	2,732.26	12,871.28	19,979.
5300	Dues and Membership	20,438.00	16,338.00	284.98	14,787.56	1,265
5400	Insurance	11,000.00	11,000.00		10,297.92	702
5500	Operation Housekeeping Service	11,500.00	14,500.00	3,124.60	8,162.79	3,212
5600	Rentals, Leases, Repairs, Nonc	3,100.00	1,850.00	181.55	1,602.65	65
5801	Legal Services	30,500.00	18,000.00	8,570.00	1,210.00	8,220
5803	Legal Publications	500.00				
5805	Personnel Expense	842.00	242.00	168.00		74
5806	Negotiations	1,000.00				
5808	Other Services & Fees	1,500.00	1,500.00	192.44	1,307.56	
5810	Contracted Services	443,765.00	499,377.00	114,230.98	281,009.42	104,136
5899	SPJUSD to Reimburse			225.34	1,159.73	1,385
5900	Communications	10,500.00	10,500.00	1,546.16	8,608.81	345
	Total for Object 5000	624,949.00	651,890.00	131,256.31	341,017.72	179,615
6200	Building and Improvement of Bu		26,516.00	1,000.00	25,516.00	
6400	Equipment	20,000.00	97,098.00	,	-,	97,098
6500	Equipment Replacement	15,000.00	15,000.00			15,000
	 Total for Object 6000	35,000.00	138,614.00	1,000.00	25,516.00	112,098
7110	County Tuition Inter Dist Agre	5,501.00	25,000.00	,	19,958.25	5,041
7141	Tuition, excess cost etc betwe	24,428.00	24,428.00		10,000.20	24,428
7310	Direct Support/Indirect Costs	24,420.00	24,420.00			27,720
1010	Total for Object 7000	29,929.00	49,428.00	.00	19,958.25	29,469
	Total for Fund 01 and Expense accounts	2,322,201.00	2,515,128.00	377,353.95	1,560,394.84	577,379
und 11 - ADULT ED	· .	_,0,201.00	2,010,120.00	,	.,,	
1100	Teachers Salaries		35,000.00		1,805.51	33,194
1100			33,000.00		1,000.01	55,194
	/ User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2020, I				ESC	CAPE ONLI
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# Account Object Summary-Balance

Object	Description	1	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
nd 11 - ADULT ED	(continued)						
1300	Certificated Supervisor Admini		89,732.00	89,732.00	14,955.34	76,289.63	1,512.
		Total for Object 1000	89,732.00	124,732.00	14,955.34	78,095.14	31,681
2100	Instructional Aides' Salaries		5,684.00	6,000.00		75.56	5,924
2200	Classified Support Salaries		-,	17,052.00		1,049.28	16,002
		Total for Object 2000	5,684.00	23,052.00	.00	1,124.84	21,927
3101	STRS Certificated Positions		15,344.00	26,529.00	2,557.36	13,166.54	10,805
3202	PERS Classified Positions		1,179.00	4,556.00	,	14.90	4,541
3301	OASDI Certificated Positions			,		68.06	68
3302	OASDI Classified Positions		352.00	1,429.00		65.05	1,363
3311	Medicare Certificated Position		1,301.00	1,809.00	216.86	1,132.42	459
3312	Medicare Classified Positions		82.00	334.00		16.31	317
3401	Health & Welfare Benefits Cert		12,767.00	12,767.00	2,127.80	10,639.00	
3501	SUI Certificated		45.00	63.00	7.48	39.06	16
3502	SUI Classified		3.00	12.00		.57	11
3601	Workers' Compensation Certific		3,004.00	4,176.00	530.50	2,708.30	937
3602	Workers' Compensation Classifi	_	190.00	772.00		39.75	732
		Total for Object 3000	34,267.00	52,447.00	5,440.00	27,889.96	19,117
4100	Approved Textbooks Core Curric		10,000.00	7,500.00		3,142.99	4,357
4300	Materials and Supplies		5,000.00	4,700.00	340.63	3,984.90	374
4320	Custodial Grounds Supplies			5,000.00		1,449.09	3,550
4330	Office Supplies			300.00			300
4350	Vehicle Upkeep				1,184.22	768.05	1,952
4400	Noncapitalized Equipment	_	2,132.00	16,000.00	5,621.69	16,080.87	5,702
		Total for Object 4000	17,132.00	33,500.00	7,146.54	25,425.90	927
5200	Travel and Conference		15,000.00	10,000.00	1,155.61	4,537.49	4,306
5203	MILEAGE		1,000.00	5,000.00		1,619.94	3,380
5300	Dues and Membership		250.00	1,000.00		1,870.00	870
5500	Operation Housekeeping Service		2,500.00	13,000.00	1,596.97	903.03	10,500
5600	Rentals, Leases, Repairs, Nonc			2,500.00	526.75	1,704.25	269
5801	Legal Services			1,000.00			1,000
5805	Personnel Expense					32.00	32
5810	Contracted Services		40,000.00	35,925.00	4,322.07	30,193.79	1,409
5900	Communications	_			103.57	1,096.43	1,200
		Total for Object 5000	58,750.00	68,425.00	7,704.97	41,956.93	18,763
6200	Building and Improvement of Bu			100,000.00		86,544.86	13,455
election Filtered by	User Permissions, (Org = 1, Online/Offline	e = N, Fiscal Year = 2020, I	Period = 10, Unposted	JEs? = N, Assets and	Liabilities? = N,	ES	CAPE ONLI
Restricted	Accts? = Y, Object = 1-7, SACS Fund? = I	N, Fund Page Break? = N,	Obj Lvl = 4, Obj Digits	= 1. Page Break? = N	)	L	Page 3

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# Account Object Summary-Balance

Balances through	April					Fiscal Year 2019/20
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 11 - ADULT ED	(continued)					
6400	Equipment	22,500.00	59,322.00	659.25	36,791.30	21,871.45
	Total for Object 6000	22,500.00	159,322.00	659.25	123,336.16	35,326.59
7619	Other Authorized Interfund Tra	935.00	1,870.00		853.83	1,016.17
	Total for Fund 11 and Expense accounts		463,348.00	35,906.10	298,682.76	128,759.14
Fund 16 - FOREST RI	ES					
7211	Transfers of Pass-through Rev		330,000.00		6,253.72	323,746.28
7619	Other Authorized Interfund Tra	52,121.00	58,250.00		1,103.60	57,146.40
	Total for Fund 16, Expense accounts and Object 7000	52,121.00	388,250.00	.00	7,357.32	380,892.68
	Total for Org 001 - Sierra County Office of Education	2,603,322.00	3,366,726.00	413,260.05	1,866,434.92	1,087,031.03

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2020, Period = 10, Unposted JEs? = N, Assets and Liabilities? = N,	ESCAPE ONLINE
Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj LvI = 4, Obj Digits = 1, Page Break? = N)	Page 4 of 4

# CALIFORNIA DEPARTMENT OF EDUCATION



1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

May 12, 2020

James Berardi, Superintendent Sierra County Office of Education Sierra Plumas Unified School District P.O. Box 955 Loyalton, CA 96118

Dear Superintendent Berardi:

Subject: 2019–20 Second Interim Reports

Pursuant to California *Education Code* Section 1240(I), the California Department of Education (CDE) has reviewed your county office of education's (COE) and school district's second interim reports and the accompanying positive certifications of financial solvency to determine whether they comply with the Criteria and Standards for fiscal stability adopted by the State Board of Education, allow your office to meet its financial obligations during the fiscal year, and are consistent with a financial plan that will enable the COE and school district to satisfy its multiyear financial commitments.

The CDE has determined that your second interim reports comply with the Criteria and Standards and reflect the financial status of the COE and school district through or as of January 31, 2020. As such, we concur with your assessment that, based on projections at the time of submission, the COE and school district will be able to meet their financial obligations for the current and subsequent two fiscal years and that a positive certification is appropriate.

However, the multi-year financial projections provided in the second interim reports are based on assumptions that are rapidly changing as a result of the State's response to the COVID-19 crisis and increased likelihood of a significant reduction in Proposition 98 funding. Local Educational Agencies (LEAs) should model a multitude of financial scenarios, including various negative cost of living adjustments through 2022–23, and review anticipated cash receipts and cash outflows based on the various budget assumptions considered. It is also recommended that LEAs begin examining all cash management options in the event of Principal Apportionment funding deferrals. Additionally, information to be provided with the May Revision or in the June adopted budget should not be considered final as the Legislature will likely revisit the budget in August when state tax revenue is known.



James Berardi, Superintendent May 12, 2020 Page 2

If you have any questions or concerns, please contact our office by email at <u>SACSINFO@cde.ca.gov</u>.

Sincerely,

/s/

Jonathan Feagle, Administrator Fiscal Oversight and Support Office

JF:bk 2020-0203a-46

cc: Nona Griesert, Business Manager

#### MINUTES FOR THE REGULAR MEETING OF THE SIERRA COUNTY BOARD OF EDUCATION April 14, 2020

In accordance with the Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Sierra County Board of Education held this meeting via Zoom Teleconferencing.

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 Nicole Stannard, Vice President Allen Wright, Clerk Mike Moore, Member Jenny Gant, Member

ABSENT: None

- C. APPROVAL OF AGENDA *MOORE/WRIGHT* 5/0
- D. FLAG SALUTE

#### E. INFORMATION/DISCUSSION ITEMS

- 1. Correspondence
  - a. Letter from California Department of Education, 2019-2020 First Interim Reports approved
- 2. Superintendent's Report None
- 3. Business Report
  - a. Account Object Summary-Balance from 07/01/2019 to 03/31/2020
- 4. Staff Reports
  - a. (via email) ADULT ED—JACKSON: Adult Ed is continuing to meet virtually with students. We are part of the State CASAS pilot for our alternative diploma program NEDP to offer "remote in office checks" for the required standard competencies.
  - b. (via email) SELPA—BETHKE: Special Ed staff met and we checked in regarding what everyone was doing as far as providing services [during the COVID-19 closure]. Currently, each case manager has connected with parents and talked about best ways to serve each individual student. The spectrum of services includes OT, Speech, Specialized Academic Instruction, and Transition Services. I'm currently working on sending home Prior Written Notices, our Local Plan, and various other administrative duties.
- 5. Board Member Reports *None*
- 6. Public Comment None

### F. CONSENT CALENDAR

- 1. Approval of minutes for the Regular Board Meeting held March 10, 2020
- 2. Approval of Board Report-Checks Dated 03/01/2020 through 03/31/2020
- 3. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending 03/31/2020. It is required per Education Code 35186 section (d) that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.
  - a. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra County Office of Education during the quarter ending 03/31/2020.

# WRIGHT/GANT

5/0

## G. ACTION ITEMS

1. New Business

## **PUBLIC HEARING – Collective Bargaining Disclosure Statement**

- a. Public Hearing to receive public comment regarding Collective Bargaining Agreement (Item b)
- b. Approval of the Tentative Collective Bargaining Agreement for Classified Employees, 2019-2020 Negotiations for salary and benefits

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

d. Adoption of Resolution No. 20-009C, FY 2019 School Communications Interoperability Grant *GANT/WRIGHT* ROLL CALL VOTE: *HALL – AYE MOORE – AYE WRIGHT – AYE GANT – AYE STANNARD – AYE* 5/0

#### BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

*MOORE motioned to adopt e-h as presented. Second by WRIGHT.* 5/0

- e. 0420.4—Charter School Authorization
  - 1. Board Policy, revisions
  - 2. Administrative Regulation, *revisions*
- f. 0420.41—Charter School Oversight
  - 1. Board Policy, NEW
  - 2. Exhibit, NEW
- g. 0420.42—Charter School Renewal
  - 1. Board Policy, NEW
- h. 0420.43—Charter School Revocation
  - 1. Board Policy, NEW

- i. 3471—Parcel Taxes
  - 1. Board Policy, NEW
- j. 3551—Food Service Operations/Cafeteria Fund
  - 1. Board Policy, *revisions*
  - 2. Administrative Regulation, *revisions*

*WRIGHT motioned to approve i & j to open up for discussion. Second by STANNARD.* 

Motion died.

*WRIGHT motioned to approve i (BP 3471) as-is. Second by STANNARD. 5/0* 

WRIGHT motioned to approve j (BP & AR 3551) as-is. Second by STANNARD. Additional discussion and questions about wages, salaries, and benefits of food service employees being paid from cafeteria fund. Motion died. Revisit BP & AR 3551 for May.

#### H. ADVANCED PLANNING

- Next Regular Board Meeting will be held on May 12, 2020 beginning with Closed Session as needed at 5:00pm and the Regular Board Meeting at 6:00pm.
  \*\*\*\*Location to be determined\*\*\*\*
- 2. Suggested Agenda Items *None*
- I. ADJOURN at 6:38pm WRIGHT/GANT 5/0

Allen Wright, Clerk

James Berardi, Superintendent Secretary to the County Board of Education

Check	Check				Expensed	Check
Number	Date	Pay to the Order of	Fund-Object	Comment	Amount	Amount
00015625	04/10/2020	CIT	01-5900	PHONE SYSTEM/MAINTENANCE		773.08
00015626	04/10/2020	CARRIER SI, INC.	01-5810	PHONE TESTING/ONSITE SERVICE		767.50
00015627	04/10/2020	WAYNE M. CREEL	11-5810	EMT-1 COURSE INSTRUCTION		1,960.00
00015628	04/10/2020	ANNA GOODWIN	01-5810	NURSE SERVICES		577.50
00015629	04/10/2020	JANIS HARDEMAN	01-5810	NURSE SERVICES		140.00
00015630	04/10/2020	FRANK J. LANG	11-5810	COURSE INSTRUCTION		4,550.00
00015631	04/10/2020	JANE V. LEE, M.A., LMFT	01-5810	COUNSELING SERVICES		501.60
00015632	04/10/2020	LES SCHAWB	01-4350	VEHICLE SERVICE	32.13	
			01-5600	VEHICLE SERVICE	16.06	
			01-5899	VEHICLE SERVICE	16.06	64.25
00015633	04/10/2020	LIBERTY UTILITIES CPEC	01-5500	ELECTRICAL SERVICE	191.99	
			11-5500	ELECTRICAL SERVICE	152.16	344.15
00015634	04/10/2020	MARY LOWE	01-5810	COUNSELING SERVICES		2,591.60
00015635	04/10/2020	MOUNTAIN MESSENGER	11-4300	ADS		85.50
00015636	04/10/2020	PITNEY BOWES, INC.	01-5600	POSTAGE MACHINE LEASE	48.26	
			01-5899	POSTAGE MACHINE LEASE	144.79	193.05
00015637	04/10/2020	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES		290.02
00015638	04/10/2020	SOTER TECHNOLOGIES	01-5810	VAPE DETECTION SUPPORT/MAINT		900.00
00015639	04/10/2020	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	APR 20 HEALTH INSURANCE	2,159.00	
			76-9576	APR 20 HEALTH INSURANCE	17,318.90	19,477.90
00015640	04/10/2020	U.S. BANK	01-4300	GOLF CART SEAT	81.00	
				TABLE EPOXY	197.95	
			01-5200	SUPT. TRAVEL EXPENSES	296.99	
			01-5899	SUPT. TRAVEL EXPENSES	110.51	
			11-4300	CAP AND GOWN SETS	112.38	798.83
00015641	04/10/2020	VOYAGER	01-4350	FUEL EXPENSE	168.76	
			01-5200	FUEL EXPENSE	106.52	
			01-5899	FUEL EXPENSE	21.27	
			11-5200	FUEL EXPENSE	77.12	373.67
00015642	04/28/2020	AT&T	11-5900	PHONE		77.54
00015643		GIRARD, EDWARDS, STEVENS & TUCKER LLP	01-5801	LEGAL FEES	660.00	
	0		01-5899	LEGAL FEES	220.00	880.00
00015644	04/28/2020	MARLENE MONGOLO	01-4350	MILEAGE	220.00	169.05
00015645		PRESENCELEARNING, INC.	01-5810	PRESENCE LEARNING		6,400.58
00015646		SAM OKAMOTO PHOTO	11-4300	PROMO MATERIALS		135.00
00015647	04/28/2020		11-6200	ARCHITECT		826.25
00015648		SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		103.97

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

ESCAPE ONLINE

Page 1 of 2

## ReqPay12c

# **Board Report**

Checks Dated 04/01/2020 through 04/30/2020						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Total Number of Checks	24	42,981.04

#### **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	18	17,686.19
11	ADULT EDUCATION	9	7,975.95
76	Payroll Clearing	1	17,318.90
	Total Number of Checks	24	42,981.04
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		42,981.04

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.

#### 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 26 2020, 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, 2020, through June 30, 2021, 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, 2020, and end on June 30, 2021.
- 6. Extension and/or Renewal of Agreement: This Agreement shall be automatically renewed for an additional fiscal year commencing July 1, 2021, and annually thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to March 1 of that same year.
- 7. Termination of Agreement: This Agreement is subject to termination during the initial term or any renewal term as specified herein. 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 26, 2020

Sierra County Office of Education James Berardi, Superintendent

Date: May 26, 2020

Sierra-Plumas Joint Unified School District James Berardi, Superintendent

Approved by the Board of Education on May 26, 2020

# **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 111	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 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) 2019-2020 SALARY AND WAGES

#### Article 19, Wages

Proposed: The Sierra County Office of Education and Sierra-Plumas Joint Unified School District Classified Employees propose the revised Salary Schedules EFFECTIVE JULY 1, 2019, as follows:

Add current School Secretary position to the Classified SCOE Salary Schedule. Add current School Secretary position to the Classified SPJUSD Salary Schedule. Add current Administrative Assistant position to the Classified SPJUSD Salary Schedule. Adjust years of service steps.

Employees shall remain at current salary level. Employees shall remain at current step until the length of the new step (3 or 5 years) has been completed.

- Example: A current employee at the second year of Step H would remain there for 1 more year before moving to Step I (YR 17). Therefore, that employee would be at "year" 17 on the salary schedule with 10 years of actual experience.

(Moving these positions to the current comprehensive schedules will eliminate the current salary schedule containing only the School Secretary and Administrative Assistant positions and adjust the years of service in Steps F, G, H and I for these positions to mirror the Steps on the main SCOE and SPJUSD Salary Schedules. No current Classified Employees in the School Secretary or Administrative Assistant positions will be adversely affected by these changes (no loss of Steps, no reduction in pay).

**Response:** The Sierra County Superintendent and Sierra-Plumas Joint Unified School District Employers agree to add current School Secretary position to the Classified SCOE and SPJUSD Salary Schedules. Also add the current Administrative Assistant position to the Classified SPJUSD Salary Schedule and adjust the years of service effective July 1, 2019. The current staff member in the respective positions will remain at their current salary level and years of service until the member reaches the years of service column to which they would be eligible to step. No member will step prior to reaching the years of service column prior to eligibility for that column.

Employee Response: Sierra-Plumas Classified Employees agree to add current School Secretary position to the Classified SCOE Salary Schedule, add Current School Secretary position to the Classified SPJUSD Salary Schedule, Add current Administrative Assistant position to the Classified SPJUSD Salary Schedule and adjust the years of service effective July 1, 2019. The current staff member in the respective positions will remain at their current salary level and years of service until the member reaches the years of service column to which they would be eligible to step. No member will step prior to reaching the years of service column prior to eligibility for that column.

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 2019-2020 school year negotiations through June 30, 2020. Nothing shall preclude the parties from meeting and conferring by mutual consent

Accepted and Ratified for Classified Employees (S-PCEA)

4 Stacey Hopd, Representativ (S-PCEA)

Accepted and Ratified for the Employer

5/21/20) Richard Jaquez, Representative (S-PCEA) Date 1

James Berardi Superintendent, Sierra County Office of Education Superintendent, Sierra-Plumas Joint Unified School District

Date

Doc: SPCEA/2019-2020 Negotiations/Tentative Agreement 2019-2020

#### 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 2019-2020 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 2019-2020 school year negotiations through June 30, 2020.

The SIERRA-PLUMAS CLASSIFED EMPLOYEES voluntarily accept and ratify the Tentative Agreement for the 2019-2020 school year.

Accepted and Ratified	Accepted and Adopted	
For the S-PCEA Employees:	For the Employer(s):	
Stacey Hood Representative Date: Spit 20	James Berardi Superintendent Sierra County Office of Education Sierra-Plumas Joint Unified School District	Date
Richard Inquer Potrécontation		
Richard Jaguez, Représentative	Michael Moore, President Sierra-Plumas Joint Unified School District Coverning Board	Date
	Patricia Hall, President	Date
	Sierra County Board of Education	
Date presented to the Governing Board:		
Date adopted by the Governing Board:		
	Doc: Negotiations 2019-2020 /Completion of Bargaining 2019- Doc: S-PCEA/2019-2020 Negotiations/Completic	

Negotiations: S-PCEA (Classified) Completion of Bargaining 2019-2020 May 26, 2020

# CRM Group

5736 Sumrall Way Reno, NV 89502

# Invoice

Date	Invoice #
4/23/2020	LES 19.4

Bill To	
Sierra/Plumas School District 109 S. Beckwith Rd. Loyalton, CA 96118	

		P.O. No.	Terms		Project
			Due on receipt		
Quantity	Description		Rate		Amount
1	4.23.20 Const Management/LES Paving, Concrete, ADA Entry			19,800.00	19,800.00
'hank you for yo	bur business.		Total	I	\$19,800.00

# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT 2020-2021 Coaching Opportunities

Position	Compensation
Coaching Assignments	
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, Loyalton High	\$2,000
Assistant Varsity Football, Loyalton High	\$1,500
Varsity Basketball – Downieville School: Boys Team Loyalton High School: Girls and Boys Teams	\$2,000
J.V. Basketball – Loyalton High School: Girls Team	\$2,000
Boys Baseball, Loyalton High	\$2,000
Varsity Volleyball	\$2,000
J.V. Volleyball	\$1,500
Soccer	\$2,000
Cross Country Coach, Downieville High	\$500
7 <sup>th</sup> Grade Basketball Boys, Loyalton	\$500
7 <sup>th</sup> Grade Basketball Girls, Loyalton	\$500
8 <sup>th</sup> Grade Basketball Boys, Loyalton	\$500
8 <sup>th</sup> Grade Basketball Girls, Loyalton	\$500
7 <sup>th</sup> /8 <sup>th</sup> Gr COED Basketball, DVL	\$1,500
Tennis, Downieville High	\$1,500
Golf Coach, Loyalton High	\$1,500
Cheerleading Advisor-per season, max 2 seasons/year, Loyalton High	\$2,000
Physical Fitness Coordinator District-wide	\$500
The 2020-2021 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.	

# **CERTIFICATED PERSONNEL**

# 2020-2021 Extra Duty Assignments – Positions to Be Filled

The following Extra Duty Assignment temporary positions and stipends are subject to the Sierra-Plumas Joint Unified Governing Board approval on May 12, 2020.

Position	Stipend
WASC LEAD	
Loyalton Mid-term visitation Year	\$1,500
Downieville Mid-term visitation year	\$1,500
Site Technology Coordinator	\$1,500
Loyalton Elementary	
Loyalton Junior/Senior High 7-12	
Downieville K-12	
Teacher-In-Charge per semester	\$1,000
Loyalton Elementary	
Loyalton Junior/Senior High 7-12	
Lead Teacher Downieville per month	\$1,000
Response to Intervention	
Loyalton High 7-12	\$1,500
Downieville K-12	\$1,000
Loyalton Elementary	\$1,500
	, ,
Friday Night Live Program Advisor	
Friday Night Live, Club Live, Friday, Night Kids	
Loyalton Elementary, Loyalton High	\$2,000
Downieville K-12	\$1,000

# **Kristie Jacobsen**

From: Sent: To: Subject: Laraine Sei Friday, May 8, 2020 10:01 AM Kristie Jacobsen Fw: Resignation

From: James Berardi Sent: Friday, May 8, 2020 9:01 AM To: Laraine Sei; Adrienne Ball Subject: FW: Resignation

## James Berardí

Superintendent Sierra County Office of Education Sierra-Plumas Joint Unified School District PO Box 955 \* Loyalton, CA 96118 530-993-1660 EXT: 110 phone \* 530-994-1045 fax jberardi@spjusd.org

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains. Thank **you**.

From: Patrick Wilson <pwilson@spjusd.org> Date: Thursday, May 7, 2020 at 8:46 PM To: James Berardi <jberardi@spjusd.org> Subject: Resignation

#### Hello

---

I Patrick Wilson, would like to officially resign my position with the county office of education as of June 30th. I would to thank everyone at SPJUSD for their hardwork and compassion.

Thank you,

Patrick Wilson

# CSBA POLICY GUIDE SHEET - May 26, 2020

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

#### BP 4113.5/4213.5/4313.5 - Working Remotely

#### (BP added)

New policy addresses issues applicable to employees who work from home or another remote location, whether due to a school closure resulting from a widespread illness, natural disaster, or other emergency condition or upon the request of an individual employee. Policy clarifies that there is no entitlement to work remotely and that employees who are granted the ability to work remotely are subject to the same compensation, benefits, or other terms and conditions of employment appropriate for the position. Policy also addresses work hours, work environment, use of district equipment, reimbursement of expenses, safeguarding of district records, evaluation of job performance, and discontinuance of the remote work arrangement at the district's discretion.

#### **BP 6157 - Distance Learning**

#### (BP added)

New policy addresses the provision of distance learning opportunities to students, whether to all students due to a school closure or to individual students or classes as an alternative instructional method for academic purposes. Policy presents examples of the types of distance learning opportunities that may be offered, based on the California Department of Education's <u>COVID-19 Guidance for K-12 Schools</u>. Policy also addresses teacher training and support, availability to all students, use of district equipment, communications with students and parents/guardians, and grading criteria. Policy includes additional considerations in the event of a school closure, such as prioritization of content as well as maintenance of continuity, routine, and regular connections with students.

# Sierra County/Sierra-Plumas Joint USD Board Policy

**All Personnel** BP 4113.5 ~ 4213.5 ~ 4313.5

# WORKING REMOTELY

Note: The following optional policy may be subject to collective bargaining agreements and should be revised to reflect district practice.

The Governing Board recognizes that working remotely at home or at another alternative location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. A full-time, part-time, or short-term remote work arrangement may also be granted by the Superintendent or designee to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4113 - Assignment)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 6157 - Distance Learning)

The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work.

Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

(cf. 4141/4241 - Collective Bargaining Agreement) (cf. 4151/4251/4351 - Employee Compensation) (cf. 4154/4254/4354 - Health and Welfare Benefits)

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave) (cf. 4261.1 - Personal Illness/Injury Leave)

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries) (cf. 4157.2/4257.2/4357.2 - Ergonomics) The district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access. Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Employees shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement. The employee's personally owned equipment may only be used for district business when approved by the Superintendent or designee.

(cf. 4040 - Employee Use of Technology) (cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law.

(cf. 1340 - Access to District Records) (cf. 3580 - District Records) (cf. 4119.21/4219.21/4319.21 - Professional Standards) (cf. 5125 - Student Records)

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action) (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Employee productivity shall be evaluated on the basis of time spent on tasks and projects, task completion, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

(cf. 4115 - Evaluation/Supervision) (cf. 4215 - Evaluation/Supervision) (cf. 4315 - Evaluation/Supervision)

Remote work arrangements may be discontinued at any time at the discretion of the Superintendent or designee.

Legal Reference:

GOVERNMENT CODE 6250-6270 California Public Records Act 12900-12996 Fair Employment and Housing Act <u>LABOR CODE</u> 226.7 Mandated meal, rest, or recovery periods 6400 Safe and healthful employment and place of employment 6401 Unsafe workplace <u>UNITED STATES CODE, TITLE 42</u> 12101-12213 Americans with Disabilities Act Management Resources: <u>WEB SITES</u> California Department of Industrial Relations: http://www.dir.ca.gov

SIERRA COUNTY OFFICE OF EDUCATION SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Policy adopted: May 26, 2020

## 1 \*\*NEW\*\*

# Sierra County/Sierra-Plumas Joint USD Board Policy

**Instruction** BP 6157

# **DISTANCE LEARNING**

Note: The following optional policy may be subject to collective bargaining agreements and should be revised to reflect district practice.

For further information regarding the implementation of distance learning in the event of a school closure, see the California Department of Education's COVID-19 Guidance for K-12 Schools.

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 4113.5/4213.5/4313.5 - Working Remotely)

(cf. 6158 - Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students. *(cf. 6141 - Curriculum Development and Evaluation) (cf. 6143 - Courses of Study)* 

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

(cf. 5141.5 - Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices. *(cf. 4131 - Staff Development)* 

Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 - Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 0415 - Equity) (cf. 6159 - Individualized Education Program) (cf. 6174 - Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 - District Technology Plan) (cf. 3311.4 - Procurement of Technological Equipment) (cf. 3515.4 - Recovery for Property Loss or Damage) (cf. 6163.4 - Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 - Parent Involvement)

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121 - Grades/Evaluation of Student Achievement) (cf. 6146.3 - Reciprocity of Academic Credit) (cf. 6146.11 - Alternative Credits Toward Graduation)

Legal Reference:

EDUCATION CODE 35182.5 Contracts for electronic products or services; prohibitions 51210-51212 Course of study for grades 1-6 51220-51229 Course of study for grades 7-12 51740-51741 Authority to provide instruction by correspondence 51745-51749.3 Independent study 51865 California distance learning policy PUBLIC CONTRACT CODE 20118.2 Contracting by school districts; technological equipment UNITED STATES CODE, TITLE 20 7131 Internet safety UNITED STATES CODE, TITLE 47 254 Universal service discounts (E-rate); Internet safety Management Resources: CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS COVID-19 Guidance for K-12 Schools WORLD WIDE WEB CONSORTIUM PUBLICATIONS Web Content Accessibility Guidelines WEB SITES California Department of Education: http://www.cde.ca.gov World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

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