

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

June 23, 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 Videoconferencing.

Zoom link: <https://us02web.zoom.us/j/85475207317>

Phone dial-in: 669-900-9128 Webinar ID: 854 7520 7317

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

- a. Agreement with the County of Sierra for the 2020-2021 Fiscal Year for Friday Night Live services, Agreement 2020-002C**
- b. Presence Learning for online Special Education support for the 2020-2021 School Year, Agreement 2020-003C**
- c. Acceptance of resignation for Brittany Steward, Instructional Aide, Downieville School, .58 FTE (3.5/day, 17.5/week), effective June 12, 2020**
- d. Use of TUPE funds

2. Business Report

- a. Account Object Summary-Balance from 07/01/2019 to 05/31/2020**

3. Staff Reports (5 minutes)

4. Board Member Reports (5 minutes)

5. Public Comment – This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board whether or not it is listed on the agenda. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter. (Education Code [35145.5](#); Bylaw 9322; Government Code [54954.3](#))

F. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held May 26, 2020**
2. Approval of Board Report-Checks Dated 05/01/2020 through 05/31/2020**

G. ACTION ITEMS

1. New Business

PUBLIC HEARING – SELPA

- a. Public Hearing to receive public comment on the 2020-2021 Sierra County SELPA Annual Service and Budget Plan (item b)
- b. Approval of the Sierra County SELPA Annual Service and Budget Plan**
- c. Adoption of the 2020-2021 Budget and the Criteria & Standards Report**
The proposed budget will be available for public inspection at the Sierra County Office of Education, 109 Beckwith Road, Room 3, Loyalton, California, three days prior to the board meeting between the hours of 8:00 a.m. and 4:30 p.m.

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

- d. 0470—COVID-19 Mitigation Plan
 1. Board Policy, *NEW***
- e. 3551—Food Service Operations/Cafeteria Fund
 1. Board Policy, *revisions***
 2. Administrative Regulation, *revisions***
- f. 4112.2—Certification
 1. Board Policy, *revisions***
- g. 4112.9~4212.9~4312.9—Employee Notifications
 1. Exhibit, *revisions***
- h. 5141.52—Suicide Prevention
 1. Board Policy, *revisions***
 2. Administrative Regulation, *revisions***
- i. 5144.1—Suspension and Expulsion/Due Process
 1. Board Policy, *revisions***
 2. Administrative Regulation, *revisions***
- j. 6172.1—Concurrent Enrollment in College Classes
 1. Board Policy, *NEW***
 2. Administrative Regulation, *NEW***

H. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on July 14, 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



James Berardi, Superintendent
Secretary to the County Board of Education

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

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and SIERRA COUNTY OFFICE OF EDUCATION (the "CONTRACTOR")

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2020

Termination Date: June 30, 2021

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment E is incorporated by this reference.

7. DESIGNATED REPRESENTATIVES.

The Clinical Director of Sierra County Behavioral Health is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. The County Superintendent of Sierra County Office of Education is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Business Associate Agreement

9. **AGREEMENT DATE.** The Agreement Date is July 1, 2020.

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JIM BEARD, CHAIRMAN
SIERRA COUNTY BOARD OF SUPERVISORS

~~DR. MERRILL M. GRANT~~ JAMES BERARDI
COUNTY SUPERINTENDENT
SIERRA COUNTY OFFICE OF EDUCATION

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

1. Contractor shall provide one adult advisor, per chapter, to oversee Friday Night Live (FNL) Prevention Chapters in the school district. These chapters include Friday Night Live (high school age), Club Live (intermediate school age), and Friday Night Live Kids (4th-6th grade age).
2. Contractor will be responsible to comply with the following requirements and assurances:
 - a.) Complete and submit a monthly activity log and time sheet to county FNL office each month while school is in session.
 - b.) Work towards filling the Memorandum of Understanding (MOU) between the Chapters and the Sierra County Tobacco Program.
 - c.) Facilitate a minimum of one chapter meeting per month during the school year.
 - d.) Assure that the chapters organize and participate in one environmental prevention project (Road Map) and one chapter sponsored social event each school year. Environmental projects are not required for FNL Kids chapters.
 - e.) Provide chapter oversight of co-curricular positive alternative activities.

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

None.

**ATTACHMENT B
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE

The Contractor agrees to invoice Sierra County Prevention for the services provided as stated in A.1 (Attachment A, which invoice be submitted to the County before June 30, 2020.

Payment shall be made by County in a lump sum amount for each of the following activities/programs:..

- Friday Night Live (FNL) Downieville
- Club Live Downieville
- Friday Night Live Kids Downieville
- Friday Night Live (FNL) Loyalton
- Club Live Loyalton
- Friday Night Live Kids Loyalton

In no event shall payments by County to Contractor exceed the sum of \$9,000.00 for this contract.

B.2 MILEAGE N/A

B.3 TRAVEL COSTS N/A

B.4 AUTHORIZATION REQUIRED

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

B.5 SPECIAL CIRCUMSTANCES N/A

B.6 MAXIMUM CONTRACT AMOUNT

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$9,000.00
B.2	Mileage	0
B.3	Travel Costs	0
B.4	Authorization Required	0
B.5	Special Circumstances	0
	MAXIMUM CONTRACT AMOUNT	\$9,000.00

ATTACHMENT C

ADDITIONAL PROVISIONS

Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

No Unlawful Use of Unlawful Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812)

Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards

Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.:

Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101- 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).

Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Aiatorre Bilingual Services Act (Government Code Sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation service.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

**ATTACHMENT D
GENERAL PROVISIONS**

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

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

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

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Five Million Dollars (\$5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

___ **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per incident and Five Million Dollars (\$5,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

Yes **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

Yes **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

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

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

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

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

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

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

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

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

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

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

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

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

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

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

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is

brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

Attachment D page 5 of 7

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement,

the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the *California Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give

written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Sierra County Human Services
P.O. Box 265
Loyalton, CA 96118

With a copy to:
County Counsel
County of Sierra
Post Office Drawn D
Downieville, CA 95936

If to "CONTRACTOR":
Sierra County Office of Education
P.O. Box 955
Loyalton, CA 96118

SIERRA COUNTY

Business Associates Agreement

This Agreement is entered into this 1st day of July 2020 by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Sierra County Office of Education.(referred to herein as the "Business Associate")

Recitals

WHEREAS, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

WHEREAS, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

WHEREAS, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

NOW THEREFORE, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
 - a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - b. If necessary for the proper management and administration of Business Associate or to

carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
 - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - Person agrees to notify Business Associate of any breaches of confidentiality;
- c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.

4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.

6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.

8. Business Associate shall carry comprehensive general liability insurance.

9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:

- a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
- b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.

11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra
Department of Health and Human Services
P.O. Box 1019
Loyalton, CA 96118

To Contractor: Sierra County Office of Education
P.O. Box 955
Loyalton, CA 96118

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

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

Jim Beard, Chairman
Sierra County Board of Supervisors

~~Dr. Merrill M. Grant~~, County Superintendent
Sierra County Office of Education

James Berardi

APPROVED AS TO FORM:

ATTEST:

Heather Foster
Clerk of the Board

David Prentice
County Counsel



PresenceLearning

Service Order

LEA Name and Contact Information

Name: Sierra County SELPA- CA
Address: PO BOX 955 LOYALTON, CA

LEA Primary Point of Contact

Name: Heidi Bethke
Email Address: hbethke@spjUSD.org

LEA Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Sarah Finney
Email Address: sarah@presencelearning.com

Service Order

1. Services

Service Type	Student Quantity	Service Rate
Hourly SLP Services	30	\$85.79
Hourly SLP Supervision	0	\$103.00
Hourly OT Services	0	\$85.79
Hourly BMH Services	0	\$85.79
Annual Student Administrative Fee	30	\$100.00

2. SLP Assessments

Service Type	Student Quantity	Service Rate
Screening by SLP	0	\$56.00
Screening by SLP BI	0	\$101.00
Evaluation Coordination and Reporting by SLP	0	\$225.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$225.00
Review of Records by SLP	0	\$100.00
Additional Assessment Component by SLP	0	\$29.00
Articulation Standard Assessment	0	\$60.00
Auditory Processing Select Index	0	\$74.00
Classroom Observation by SLP	0	\$41.00
Early Childhood Language Assessment	0	\$90.00
Fluency Standard Assessment	0	\$100.00
Language Select Index	0	\$41.00
Language Standard Assessment	0	\$130.00
Pragmatic Language Standard Assessment	0	\$80.00
Phonological Process Analysis Select Index	0	\$23.00
Phonological Processing Assessment	0	\$67.00
Supplemental Language Screener	0	\$23.00
Spanish Language Standard Assessment	0	\$125.00
Spanish Language Select Index	0	\$41.00
Spanish Auditory Processing Select Index	0	\$74.00
Additional Bilingual Assessment Component	0	\$41.00
Spanish Articulation Measures (SAM)	0	\$41.00
Spanish Articulation Standard Assessment	0	\$50.00

3. OT Assessments

Service Type	Student Quantity	Service Rate
Screening by OT	0	\$56.00
Evaluation Coordination and Reporting by OT	0	\$225.00
Review of Records by OT	0	\$100.00
Classroom Observation by OT	0	\$41.00
Standard School-Related-ADL Assessment	0	\$65.00
Standard Sensory Processing Assessment	0	\$65.00
Standard Motor Skills Assessment	0	\$75.00
Standard Visual Perception Assessment	0	\$65.00
Standard Preschool Assessment	0	\$100.00
Additional Assessment Component by OT	0	\$29.00

4. BMH Assessments

Service Type	Student Quantity	Service Rate
Screening by MHP	0	\$115.90
Evaluation Coordination and Reporting by MHP	0	\$275.90
Review of Records by MHP	0	\$250.90
Rating Scale Assessment	0	\$125.90
Classroom Observation by MHP	0	\$103.93
Additional Assessment by MHP	0	\$258.43
Additional Requested Meetings	0	\$100.90
Translation Services	0	\$125.90

5. Psychoeducational Assessments

Service Type	Student Quantity	Service Rate
Evaluation Coordination and Reporting by MHP	0	\$275.90
Review of Records by MHP	0	\$250.90
Cognitive Select Index	0	\$125.90
Processing Select Index	0	\$125.90
Achievement Select Index	0	\$125.90
Rating Scale Assessment	0	\$125.90
Classroom Observation by MHP	0	\$103.93
Achievement Standard Battery	0	\$258.43
Long Cognitive Battery	0	\$258.43
Additional Assessment by MHP	0	\$258.43
Processing Standard Battery	0	\$258.43
Additional Requested Meetings	0	\$100.90
School Psych Consultation	0	\$85.79

Service Type	Student Quantity	Service Rate
Translation Services	0	\$125.90
Short Cognitive Battery	0	\$125.90
Select Spanish Index	0	\$250.90
Spanish Battery	0	\$361.43
Screening by MHP	0	\$115.90

Document Camera	\$85.00 (each)
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Service Order

Contracted Students	30
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Assessments Commitment	11
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Psychoeducational Assessment Commitment	\$0.00
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Monthly Commitment*	\$5,404.77	63 hours at \$85.79
December Commitment*	\$3,603.18	42 hours at \$85.79

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2020 through June 30, 2021
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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

By:

Name:

Title:

Date:

LEA *Sierra COE*

By:

Name:

Title:

Date:



James Berardi

Superintendent

6/1/20

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT.

This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT.

This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/ program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS.

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). “Parent” does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term “days” means calendar days unless otherwise specified.

g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES.

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not record access to the LEA student’s records by: (a) the LEA student’s

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE.

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST.

This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW.

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL.

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE.

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence

\$500,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy may, upon request, name the LEA and the Board of Education as additional insureds.

F. Any deductibles or self-insured retentions above \$100,000 shall be declared. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to:

(a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, CONTRACTOR may agree in writing that (a) the CONTRACTOR's insurance coverage may be primary insurance as respects the LEA, its subsidiaries, officials and employees, and (b) any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR may not be entitled to any compensation for any services provided to any pupil for any period during which CONTRACTOR was in material and significant breach of this Section 15.

16. INDEMNIFICATION AND HOLD HARMLESS.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement

thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement. LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA. If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS.

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION.

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR's prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of

business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION.

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION.

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION.

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS.

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING.

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS.

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS.

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference.. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement. It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS.

CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS.

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of

documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA. CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

31. LEA STUDENT CHANGE OF RESIDENCE

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS.

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING.

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS.

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, with regard to employees and SUBCONTRACTORS who will have direct contact with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

36. STAFF QUALIFICATIONS.

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA

Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

38. STAFF ABSENCE.

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY.

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

41. INCIDENT/ACCIDENT REPORTING.

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

42. CHILD ABUSE REPORTING.

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

43. SEXUAL HARASSMENT.

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.
- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the

close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT.

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year. Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES.

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify

LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES.

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

48. INSPECTION AND AUDIT.

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT.

In consideration for the Services, LEA agrees to pay CONTRACTOR in accordance fees identified on the ORDERING DOCUMENT. If the ORDERING DOCUMENTS states monthly commitment fee, then for each MONTHLY COMMITMENT MONTH, LEA shall pay the greater of (i) the total fees incurred in each month or (ii) the Monthly Commitment amount. These amounts will be billed quarterly for the MONTHLY COMMITMENT MONTHS following the end of the prior calendar quarter, e.g., January, February and March Monthly Commitments will be billed following March 31. If the ORDERING DOCUMENT may identify a fee for unplanned student absences, such that if LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence, which may be referred to as an "Unplanned Student Absence," LEA agrees to pay CONTRACTOR the applicable rate for the duration of the scheduled session. CONTRACTOR may charge LEA for the provision of progress reports, report cards, assessments or interviews. LEA agrees that for each successive year after the first school year of Services, the rates specified in the ORDERING DOCUMENT may increase at renewal at a mutually negotiated rate.

50. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.


51. REPRESENTATIONS.

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,

- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

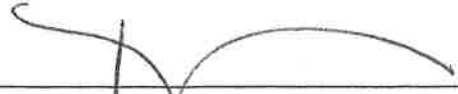
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA <i>Sierra COE</i>
By:	By: 
Name:	Name: <i>James Berardi</i>
Title:	Title: <i>Superintendent</i>
Date:	Date: <i>6/1/20</i>

X

No, I do not plan to return in the 2019-2020 school year and consider this my Notice of Resignation from employment with the District. If resigning, please indicate reason:

I have decided to
homeschool my children and
cannot do both.



BRITTANY STEWARD

1 June 2020
DATE

Balances through May						Fiscal Year 2019/20
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	288,697.00	309,589.00	30,377.70	279,716.92	505.62-
1115	Certificated Extra Duty	250.00	470.00		70.00	400.00
1120	Certificated Substitutes	12,325.00	11,268.00		6,510.00	4,758.00
1200	Certificated Pupil Support Ser	30,561.00	30,561.00	2,546.73	28,014.03	.24
1300	Certificated Supervisor Admini	260,757.00	193,207.00	15,442.11	191,832.82	14,067.93-
1310	Teacher in Charge	10,000.00	10,000.00		1,000.00	9,000.00
	Total for Object 1000	602,590.00	555,095.00	48,366.54	507,143.77	415.31-
2100	Instructional Aides' Salaries	196,300.00	160,723.00	14,647.65	117,167.13	28,908.22
2115	Classified Extra Duty	1,000.00	1,000.00		566.51	433.49
2120	Classified Substitutes	7,755.00	7,570.00		2,775.51	4,794.49
2200	Classified Support Salaries	28,846.00	37,342.00	1,552.64	13,425.09	22,364.27
2215	Classified Support Extra Duty	1,000.00	1,000.00		591.89	408.11
2220	Classified Substitute Salaries	1,000.00	1,000.00			1,000.00
2300	Classified Supervisors' Admini	104,378.00	114,719.00	8,623.00	95,603.00	10,493.00
2400	Clerical Technical Office Staf	127,065.00	128,933.00	10,921.95	115,288.63	2,722.42
2420	Clerical Substiture	250.00	250.00			250.00
2900	Other Classified Salaries	9,000.00	15,960.00		12,901.25	3,058.75
	Total for Object 2000	476,594.00	468,497.00	35,745.24	358,319.01	74,432.75
3101	STRS Certificated Positions	122,401.00	162,923.00	8,270.68	82,561.88	72,090.44
3102	STRS Classified Positions	803.00	23,823.00	82.28	1,894.77	21,845.95
3201	PERS Certificated Positions				244.54	244.54-
3202	PERS Classified Positions	89,597.00	85,561.00	6,219.13	66,039.63	13,302.24
3301	OASDI Certificated Positions	932.00	7.00		107.88	100.88-
3302	OASDI Classified Positions	27,727.00	28,263.00	2,162.04	21,272.82	4,828.14
3311	Medicare Certificated Position	8,344.00	7,704.00	671.92	7,049.66	17.58-
3312	Medicare Classified Positions	6,814.00	6,682.00	512.62	5,141.54	1,027.84
3401	Health & Welfare Benefits Cert	108,577.00	86,135.00	9,072.07	88,142.11	11,079.18-
3402	Health & Welfare Benefits Clas	84,444.00	107,536.00	9,807.48	98,851.78	1,123.26-
3501	SUI Certificated	300.00	276.00	24.20	254.92	3.12-
3502	SUI Classified	239.00	234.00	17.88	176.38	39.74
3601	Workers' Compensation Certific	19,262.00	20,479.00	1,643.78	16,977.45	1,857.77
3602	Workers' Compensation Classifi	15,378.00	16,420.00	1,254.05	12,388.33	2,777.62
3902	Golden Handshake-Class		13,250.00		6,624.00	6,626.00
	Total for Object 3000	484,818.00	559,293.00	39,738.13	407,727.69	111,827.18
4100	Approved Textbooks Core Curric	460.00	2,273.00			2,273.00

Balances through May						Fiscal Year 2019/20
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
4200	Library and Reference Material		1,000.00			1,000.00
4300	Materials and Supplies	42,512.00	62,399.00	2,926.68	18,423.57	41,048.75
4320	Custodial Grounds Supplies	500.00	676.00	36.21	626.70	13.09
4330	Office Supplies	1,000.00	1,000.00		1,030.09	30.09-
4350	Vehicle Upkeep	6,000.00	5,500.00	933.40	3,273.36	1,293.24
4399	Mat & Sup Undesignated Bal		277.00			277.00
4400	Noncapitalized Equipment	17,849.00	19,186.00		7,091.29	12,094.71
	Total for Object 4000	68,321.00	92,311.00	3,896.29	30,445.01	57,969.70
5100	Subagreements for Services	43,000.00	43,000.00			43,000.00
5200	Travel and Conference	47,304.00	35,583.00	2,731.78	12,871.28	19,979.94
5300	Dues and Membership	20,438.00	16,338.00	142.49	14,930.05	1,265.46
5400	Insurance	11,000.00	11,000.00		10,297.92	702.08
5500	Operation Housekeeping Service	11,500.00	14,500.00	3,001.34	8,286.05	3,212.61
5600	Rentals, Leases, Repairs, Nonc	3,100.00	1,850.00	165.49	1,618.71	65.80
5801	Legal Services	30,500.00	18,000.00	8,097.50	1,600.00	8,302.50
5803	Legal Publications	500.00				.00
5805	Personnel Expense	842.00	242.00	168.00		74.00
5806	Negotiations	1,000.00				.00
5808	Other Services & Fees	1,500.00	1,500.00	132.44	1,367.56	.00
5810	Contracted Services	443,765.00	499,377.00	118,787.06	300,059.36	80,530.58
5899	SPJUSD to Reimburse			209.28	1,258.29	1,467.57-
5900	Communications	10,500.00	10,500.00	773.08	9,381.89	345.03
	Total for Object 5000	624,949.00	651,890.00	134,208.46	361,671.11	156,010.43
6200	Building and Improvement of Bu		26,516.00	1,000.00	25,516.00	.00
6400	Equipment	20,000.00	97,098.00			97,098.00
6500	Equipment Replacement	15,000.00	15,000.00			15,000.00
	Total for Object 6000	35,000.00	138,614.00	1,000.00	25,516.00	112,098.00
7110	County Tuition Inter Dist Agree	5,501.00	25,000.00		19,958.25	5,041.75
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	29,929.00	49,428.00	.00	19,958.25	29,469.75
	Total for Fund 01 and Expense accounts	2,322,201.00	2,515,128.00	262,954.66	1,710,780.84	541,392.50

Fund 11 - ADULT ED						
1100	Teachers Salaries		35,000.00		1,964.77	33,035.23

Balances through May						Fiscal Year 2019/20
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 11 - ADULT ED (continued)						
1300	Certificated Supervisor Admini	89,732.00	89,732.00	7,477.67	83,767.30	1,512.97-
	Total for Object 1000	89,732.00	124,732.00	7,477.67	85,732.07	31,522.26
2100	Instructional Aides' Salaries	5,684.00	6,000.00		75.56	5,924.44
2200	Classified Support Salaries		17,052.00		1,310.81	15,741.19
	Total for Object 2000	5,684.00	23,052.00	.00	1,386.37	21,665.63
3101	STRS Certificated Positions	15,344.00	26,529.00	1,278.68	14,472.45	10,777.87
3202	PERS Classified Positions	1,179.00	4,556.00		14.90	4,541.10
3301	OASDI Certificated Positions				68.06	68.06-
3302	OASDI Classified Positions	352.00	1,429.00		81.26	1,347.74
3311	Medicare Certificated Position	1,301.00	1,809.00	108.43	1,243.16	457.41
3312	Medicare Classified Positions	82.00	334.00		20.10	313.90
3401	Health & Welfare Benefits Cert	12,767.00	12,767.00	1,063.90	11,702.90	.20
3501	SUI Certificated	45.00	63.00	3.74	42.88	16.38
3502	SUI Classified	3.00	12.00		.70	11.30
3601	Workers' Compensation Certific	3,004.00	4,176.00	265.25	2,979.20	931.55
3602	Workers' Compensation Classifi	190.00	772.00		49.03	722.97
	Total for Object 3000	34,267.00	52,447.00	2,720.00	30,674.64	19,052.36
4100	Approved Textbooks Core Curric	10,000.00	7,500.00		3,142.99	4,357.01
4300	Materials and Supplies	5,000.00	4,700.00	500.53	4,983.90	784.43-
4320	Custodial Grounds Supplies		5,000.00		1,449.09	3,550.91
4330	Office Supplies		300.00			300.00
4350	Vehicle Upkeep			1,184.22	768.05	1,952.27-
4400	Noncapitalized Equipment	2,132.00	16,000.00	9,358.69	17,407.39	10,766.08-
	Total for Object 4000	17,132.00	33,500.00	11,043.44	27,751.42	5,294.86-
5200	Travel and Conference	15,000.00	10,000.00	1,120.61	4,572.49	4,306.90
5203	MILEAGE	1,000.00	5,000.00		1,619.94	3,380.06
5300	Dues and Membership	250.00	1,000.00		1,870.00	870.00-
5500	Operation Housekeeping Service	2,500.00	13,000.00	1,451.82	1,048.18	10,500.00
5600	Rentals, Leases, Repairs, Nonc		2,500.00	308.75	1,922.25	269.00
5801	Legal Services		1,000.00			1,000.00
5805	Personnel Expense				32.00	32.00-
5810	Contracted Services	40,000.00	35,925.00	299.80	30,193.79	5,431.41
5900	Communications			27.19	1,172.81	1,200.00-
	Total for Object 5000	58,750.00	68,425.00	3,208.17	42,431.46	22,785.37
6200	Building and Improvement of Bu		100,000.00	10,000.00	86,544.86	3,455.14

Balances through May						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	10,659.25	123,336.16	25,326.59
7619	Other Authorized Interfund Tra	935.00	1,870.00		853.83	1,016.17
Total for Fund 11 and Expense accounts		229,000.00	463,348.00	35,108.53	312,165.95	116,073.52
Fund 16 - FOREST RES						
7211	Transfers of Pass-through Rev		330,000.00		93,958.37	236,041.63
7619	Other Authorized Interfund Tra	52,121.00	58,250.00		16,580.90	41,669.10
Total for Fund 16, Expense accounts and Object 7000		52,121.00	388,250.00	.00	110,539.27	277,710.73
Total for Org 001 - Sierra County Office of Education		2,603,322.00	3,366,726.00	298,063.19	2,133,486.06	935,176.75

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

May 26, 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 Videoconferencing.

6:00pm Regular Session

A. CALL TO ORDER

President PATTY HALL called the meeting to order at 6:04pm.

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

WRIGHT/MOORE

5/0

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
 - a. ADULT ED—JACKSON: *Two recent graduates are moving into post-secondary education programs. Another 10 EMT students graduated. Due to WASC accreditation we are eligible for some technology grants that we will use to add to the Adult Ed technology offerings/availability. Curriculum program purchased for para-educators. EMR class starting June 2nd virtually. Final DSA inspection is expected end of June or very beginning of July.*
4. Board Member Reports
None
5. Public Comment
None

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

WRIGHT/MOORE

5/0

G. ACTION ITEMS

1. Old Business

PUBLIC HEARING – Collective Bargaining Disclosure Statement

- a. Public Hearing *opened at 6:22pm* to receive public comment regarding Collective Bargaining Agreement (Item b). *Closed at 6:23pm with no comment.*
- b. Approval of the Tentative Collective Bargaining Agreement for Classified Employees, 2019-2020 Negotiations for salary and benefits
MOORE/WRIGHT
5/0
- c. Completion of Bargaining, Classified Employees, 2019-2020 Negotiations
MOORE/GANT
5/0

2. New Business

PUBLIC HEARING – SCOE Budget

- a. Public Hearing *opened at 6:26pm* to receive public comment on the 2020-2021 Proposed Budget. *Closed at 6:31pm with no comment on the County Budget.*
***discussion that took place regarded an item on SPJUSD agenda – notes moved to SPJUSD minutes.*

PUBLIC HEARING – Proposition 30, Education Protection Account

- b. Public Hearing *opened at 6:31pm* to receive public comment on the use of Proposition 30 Funding for 2020-2021. *Closed at 6:34pm with no public comment.*
***GRIESERT gave an overview of Prop 30 and purpose of public hearing*
- c. Approval of CRM Group Invoice – Construction Management for LES Paving, Concrete, ADA Entry
GANT/MOORE
5/0
- d. Approval of 2020-2021 Extra Duty Assignments and Stipends
WRIGHT/MOORE
MOORE: These may not all necessarily be filled/paid depending on how the school year looks due to COVID-19.
BERARDI: MOU with SPTA to pro-rate/retro the stipend if work is started, but not completed, for example, due to sports not running or ending before the season's end. If there's no clear path to starting sports in the fall, then they will not have work to perform to receive extra duty pay or stipend.
5/0
- e. Acceptance of Resignation for Patrick Wilson, TK/K/1 Teacher, Downieville School, 1.0 FTE, effective June 30, 2020
MOORE/WRIGHT
5/0

- f. Authorization to fill Downieville TK/K-1 Teacher position, 1.0 FTE
GANT/MOORE
5/0
- g. Authorization to fill Occupational Therapist, Loyalton Elementary School, .20 FTE, 6 hours/week
MOORE/GANT
5/0
- h. Acceptance of resignation for Alexa Wells, Speech and Language Aide, Loyalton Elementary School, .60 FTE 18 hours/week, effective June 12, 2020
MOORE/WRIGHT
5/0
- i. Authorization to fill Speech and Language Aide, Loyalton Elementary School, .60 FTE, 18 hours/week
WRIGHT/STANNARD
5/0

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

MOORE motioned to approve both policies (j & k) as presented. Second by *WRIGHT*.
5/0

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

H. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on June 23, 2020 beginning with Closed Session as needed at 5:00pm and the Regular Board Meeting at 6:00pm.
*****Location to be determined*****
- 2. Suggested Agenda Items
None

I. ADJOURN at 7:05pm
GANT/STANNARD
5/0

Allen Wright, Clerk

James Berardi, Superintendent
Secretary to the County Board of Education

Checks Dated 05/01/2020 through 05/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00015649	05/11/2020	CIT	01-5900	PHONE SYSTEM/MAINTENANCE		773.08
00015650	05/11/2020	KATIE CAMPBELL	01-4300	COOKING SUPPLIES		11.91
00015651	05/11/2020	CWDL CERTIFIED PUBLIC ACCOUNTANTS	01-5810	AUDIT FEES	7,997.50	
			01-9515	AUDIT FEES	799.75-	7,197.75
00015652	05/11/2020	ANNA GOODWIN	01-5810	NURSE SERVICES		577.50
00015653	05/11/2020	LIBERTY UTILITIES CPEC	01-5500	ELECTRICAL SERVICE	123.26	
			11-5500	ELECTRICAL SERVICE	145.15	268.41
00015654	05/11/2020	MARY LOWE	01-5810	COUNSELING SERVICES		1,379.40
00015655	05/11/2020	LESLIE MARSDEN, MOT, OTR/L	01-5810	OCCUPATIONAL THERAPY SERVICES		2,062.50
00015656	05/11/2020	PLUMAS-SIERRA TELECOMMUNICATIONS	11-5600	BROADBAND SERVICE		218.00
00015657	05/11/2020	SACRAMENTO COUNTY OFFICE OF EDUCATION	11-5200	REGISTRATION		35.00
00015658	05/11/2020	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		60.00
00015659	05/11/2020	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES		35.38
00015660	05/11/2020	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	MAY 20 HEALTH INSURANCE	2,159.00	
			76-9576	MAY 20 HEALTH INSURANCE	17,318.90	19,477.90
00015661	05/27/2020	AT&T	11-5900	PHONE		76.38
00015662	05/27/2020	CWDL CERTIFIED PUBLIC ACCOUNTANTS	01-9500	AUDIT FEES	799.75	
			01-9515	AUDIT FEES	799.75	1,599.50
00015663	05/27/2020	GIRARD, EDWARDS, STEVENS & TUCKER LLP	01-5801	LEGAL FEES	390.00	
			01-5899	LEGAL FEES	82.50	472.50
00015664	05/27/2020	IVCI	11-4400	ZOOM AGREEMENT W/SCOE		1,326.52
00015665	05/27/2020	LES SCHAWB	01-4350	VEHICLE SERVICE	32.13	
			01-5600	VEHICLE SERVICE	16.06	
			01-5899	VEHICLE SERVICE	16.06	64.25
00015666	05/27/2020	MARLENE MONGOLO	01-4350	MILEAGE		169.05
00015667	05/27/2020	PRESENCELEARNING, INC.	01-5810	PRESENCE LEARNING		7,033.04
00015668	05/27/2020	THE MASTER TEACHER	11-4300	ONLINE TRAINING		999.00
Total Number of Checks					20	43,837.07

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	15	23,718.12
11	ADULT EDUCATION	6	2,800.05
76	Payroll Clearing	1	17,318.90

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 05/01/2020 through 05/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	20		43,837.07	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			43,837.07	

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

SELPA

Fiscal Year

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Section D: Annual Budget Plan

SELPA

Fiscal Year

D. Budget Plan

Each special education local plan area (SELPA) must have a responsible local agency or an administrative unit (RLA/AU), which is the legal entity that receives funds and is responsible for seeing that every eligible child receives appropriate services.

Public Hearing Notice Posting Date:

The Budget Plan was adopted at a SELPA public hearing on (date):

Projected special education budget funding, revenues, and expenditures by local educational agencies (LEAs) are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA), as well as those who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services. Enter the following information:

RLA/AU Name

Number of LEAs

SELPA Mission Statement—(this field is optional)

The Sierra County Special Education Local Plan Area (SELPA) was formed under the authority of Section 56195.1 of the state of California Education Code (CEC). The principal goal of the Sierra County SELPA is to identify all disabled individuals, age 3 to age 22 years, at the earliest possible age for placement in programs designed to help them meet their individual special needs.

SELPA Beliefs—(this field is optional)

Special education programs will supplement general education programs to the fullest extent possible.

SELPA Support Provided to LEAs

Sierra Plumas Joint Unified School District and the Sierra County Office of Education hereby form a SELPA for the purpose of providing coordinated programs and services to students with disabilities. The governing Board of the participating LEA assure that the Superintendent shall identify the need for and designate the positions necessary for the operation of SELPA functions. All Federal and State special education funds shall be allocated to the SELPA AU for the distribution to the LEA according to an approved Special Education Local Allocation Plan.

Section D: Annual Budget Plan

SELPA

Fiscal Year

Table 1: Special Education Revenue by Source

Using the fields below, identify the special education revenues by funding source. The total revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	<input type="text" value="\$581,906"/>	59.62%
AB 602 Property Taxes	<input type="text" value="\$0"/>	0.00%
Federal IDEA Part B	<input type="text" value="\$291,257"/>	29.84%
Federal IDEA Part C	<input type="text" value="\$27,750"/>	2.84%
State Infant/Toddler	<input type="text" value="\$0"/>	0.00%
Preschool	<input type="text" value="\$1,000"/>	0.10%
State Mental Health	<input type="text" value="\$50,728"/>	5.20%
Federal Mental Health	<input type="text" value="\$3,425"/>	0.35%
Other <input type="text" value="State Workability"/>	<input type="text" value="\$20,000"/>	2.05%
Other <input type="text"/>	<input type="text"/>	0.00%
Total Revenue	\$976,066	100.00%

Using the form template provided in **Attachment II**, complete a distribution of revenues to all LEAs participating in the SELPA by funding source.

Section D: Annual Budget Plan

SELPA

Fiscal Year

Table 2: Total Budget by Object Codes

Object Code	Amount	Percentage of Total Funding
Object Code 1000—Certificated Salaries	\$319,917	33.69%
Object Code 2000—Classified Salaries	\$201,661	21.24%
Object Code 3000—Employee Benefits	\$215,476	22.69%
Object Code 4000—Supplies	\$12,207	1.29%
Object Code 5000—Services and Operations	\$162,012	17.06%
Object Code 6000—Capital Outlay	\$0	0.00%
Object Code 7000—Other Outgo and Financing*	\$38,224	4.03%
Total Expenditures	\$949,497	100.00%

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

*Include a description of the expenditures identified under object code 7000:

Out of County Tuition Services approx \$25,000, Indirect Costs approx \$13,224
--

SELPA

Fiscal Year

Table 3: Federal, State, and Local Revenue Summary

Using the fields below, identify funding by revenue jurisdiction and percent of total budget.

Revenue Source	Amount	Percentage of Total Funding
State Special Education Revenue	<input type="text" value="\$524,648"/>	55.26%
Federal Revenue	<input type="text" value="\$135,583"/>	14.28%
Local Contribution	<input type="text" value="\$289,266"/>	30.47%
Total Revenue From All Sources	\$949,497	100.00%

Using the form template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

Special Education Local Plan Area Funding Distribution

Describe the basic premise of the SELPA Allocation Plan for distributing dollars as closely as possible to how they are earned.

We are a single district county. The SELPA program is operated entirely through the Sierra County Office of Education and not distributed directly to the district. Our SELPA program is funded with AB602 apportionment revenues with additional state programs specifically targeted for certain disabilities, i.e. mental health. We also have some funding through federal sources for specific age groups, disabilities, etc.

Describe how the SELPA distributes IDEA revenues to the LEAs, including the models used to provide services to member LEAs:

We are a single district county and our SELPA program operates independent from the district. No revenues are passed through from the county SELPA to the LEA. Our revenues are calculated based on prior year P-2 ADA.

Section D: Annual Budget Plan

SELPA

Fiscal Year

Table 4: Special Education Local Plan Area Operating Expenditures

Using the fields below, identify the total projected SELPA operating expenditures by SELPA accounting codes, the amount, and the percent of total expenses .

Accounting Categories and Codes		Amount	Percentage of Total
Certificated Salaries Code	<input type="text" value="1000"/>	<input type="text" value="\$319,917"/>	33.69%
Classified Salaries Code	<input type="text" value="2000"/>	<input type="text" value="\$201,661"/>	21.24%
Employee Benefits Code	<input type="text" value="3000"/>	<input type="text" value="\$215,476"/>	22.69%
Supplies Code	<input type="text" value="4000"/>	<input type="text" value="\$12,207"/>	1.29%
Services and Operations Code	<input type="text" value="5000"/>	<input type="text" value="\$162,012"/>	17.06%
Capital Outlay Code	<input type="text" value="6000"/>	<input type="text" value="\$0"/>	0.00%
Other Outgo/Financing Code	<input type="text" value="7000"/>	<input type="text" value="\$38,224"/>	4.03%
Total Operating Expenditures		\$949,497	100.00%

Section D: Annual Budget Plan

SELPA

Fiscal Year

Table 5: Projected Expenditures for Supplemental Aids and Services in the Regular Classroom for Students with Low Incidence Disabilities

Enter the total revenue expenditures for supplemental aids and services for students with disabilities who are placed in the regular education classroom and for those who are identified with low incidence disabilities.

Total Federal and State Revenue budgeted for Supplemental Aids and Service Expenditures in the Regular Classroom Setting	\$12,207
Total Federal and State Funding	\$660,231
Percent of Total LEA Federal and State Revenue Expenditures for Supplemental Aids and Services in the Regular Classroom Setting	1.85%
Total Projected Federal and State Revenue budgeted for Students with Low Incidence Disability Expenditures.	\$0
Percent of Total LEA Federal and State Revenue Expenditures for Students with Low Incidence Disabilities	0.00%

Using the form template provided in **Attachment V**, provide a complete distribution of projected federal and state revenue expenditures by LEAs participating in the SELPA.

LOCAL PLAN
Section E: Annual Service Plan
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

January 2020

Section E: Annual Service Plan

SELPA:

Fiscal Year:

E. Annual Service Plan

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The annual service plan shall be adopted at a public hearing held by the Special Education Local Plan Area (SELPA). Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process as established and specified in the local plan consistent with *EC* sections 56001(f) and 56195.9. The annual service plan shall include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location at which the services will be provided, regardless of whether the LEA is participating in the local plan.

Services Included in the Local Plan: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs are listed in **Attachments VI**. Services provided by school sites are listed in **Attachment VII**.

Include a description of the service provided and the physical location where the service is delivered:

Section E: Annual Service Plan

SELPA:

Fiscal Year:

330—Specialized Academic Instruction

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. Services can be provided individually or small group and within either the special education or general education environments.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Nonpublic schools (NPSs) | <input type="checkbox"/> Other <input type="text"/> |

210—Family Training, Counseling, Home Visits (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

Sierra County's 0-2 population is serviced by Regional Center

230—Nutrition (Ages 0-2 only)

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

Sierra County's 0-2 population is serviced by Regional Center

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 240–Service Coordination (Ages 0-2 only) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 250–Special Instruction (Ages 0-2 only) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 260–Special Education Aide (Ages 0-2 only) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 270–Respite Care (Ages 0-2 only) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 340–Intensive Individual Instruction *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 350–Individual and Small Group Instruction *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 415–Speech and Language (5 CCR 3051.1) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included.

Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 425–Adapted Physical Education (5 CCR 3051.5) *Service is Not Currently Provided*

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 435–Health and Nursing: Special Physical Health Care (5 CCR 3051.12) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specialized physical health care services means those health services prescribed by the child’s licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 436–Health and Nursing: Other Services (5 CCR 3051.12) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service.

IEP-required health and nursing services are expected to supplement the regular health services program. (34 CFR 300.34; CCR Title 5 §3051.12 (a)).

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

445–Assistive Technology Services
(5 CCR 3051.19)

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 450–Occupational Therapy (5 CCR 3051.6) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities.

Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 460–Physical Therapy (5 CCR 3051.6) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 510—Individual Counseling (5 CCR 3051.9) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 515–Counseling and Guidance
(5 CCR 3051.9) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 520–Parent Counseling (5 CCR 3051.9) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 525–Social Worker (5 CCR 3051.13) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

Currently, all mental health needs pursuant to the students' IEP's are provided by other staff qualified in these areas.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 530–Psychological Services (5 CCR 3051.10) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents.

These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24).

IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10).

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 535–Behavior Intervention (5 CCR 3051.23) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 540–Day Treatment *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

No Sierra County students require this service at this time.

- 545–Residential Treatment *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

No Sierra County students require this service at this time.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 610—Specialized Service for Low Incidence Disabilities (5 CCR 3051.16) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 710—Specialized Deaf and Hard of Hearing (5 CCR 3051.18) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 720—Audiological (5 CCR 3051.2) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 725—Specialized Vision (5 CCR 3051.7) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 730—Orientation and Mobility (5 CCR 3051.3) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 735–Braille Transcription (5 CCR 3051.22) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 740–Specialized Orthopedic Service (5 CCR 3030(e) and 3051.16) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 745–Reading Service (5 CCR 3051.16) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 750–Note Taking Service (5 CCR 3051.16) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

- 755–Transcription Service (5 CCR 3051.16) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 760–Recreation Service, Including Therapeutic Recreation (5 CCR 3051.15) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 820–College Awareness (34 CFR 300.39 and 300.43) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 830–Vocational Assessment, Counseling, Guidance, and Career Assessment (5 CCR 3051.14) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment.

This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 840–Career Awareness (5 CCR 3051.14) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 850–Work Experience Education (5 CCR 3051.14) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

855–Job Coaching (5 CCR 3051.14)

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

860–Mentoring (5 CCR 3051.14)

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

- 865–Agency Linkages, Referral and Placement (30 EC Section 56341.5) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income).

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

- 870–Travel Training, Including Mobility Training (5 CCR 3051.3) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Sierra County is a rural county that does not offer different transportation options.

Section E: Annual Service Plan

SELPA:

Fiscal Year:

890–Other Transition Services
(5 CCR 3051 and 3051.24)

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Section E: Annual Service Plan

SELPA:

Fiscal Year:

900–Other Related Service
(5 CCR 3051 and 3051.24)

Qualified Service

Physical location(s) where the service is provided:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Schools operated by the LEA | <input type="checkbox"/> Opportunity schools and classes |
| <input checked="" type="checkbox"/> Alternative schools | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community schools—COE | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> Community day schools—LEA | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPAs | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> NPSs | <input type="checkbox"/> Other <input type="text"/> |

Use of Code 900 requires further explanation. Related services may be provided throughout the full continuum of educational settings when needed as determined by the IEP team. All entities and individuals providing related services shall meet the qualifications found in 34 CFR sections 300.156(b) and 3001(r) and the applicable portions of section 3051 et seq. Provide a description of staff qualifications for each of the Code 900 services identified herein.

900–Other Related Service
(5 CCR 3051 and 3051.24)

Qualified Service

900–Other Related Service
(5 CCR 3051 and 3051.24)

Qualified Service

900–Other Related Service
(5 CCR 3051 and 3051.24)

Qualified Service

Sierra County Office of Education



Adopted Budget 2020/2021

June 23, 2020
James Berardi/Superintendent

Sierra County Office of Education
2020-2021 Adopted Budget
Presented June 23, 2020

Sierra County Office of Education (SCOE) is required by law to adopt a budget each year by June 30th of the preceding year. The budget encompasses the General Fund of the district, and is also accompanied by a cash-flow projection and a multi-year projection covering the 2020/21 budget and two subsequent years.



The following narrative provides the major assumption used in the preparation of the County's 2020-2021 June Adopted Budget. Keep in mind that a budget and multi-year projection are just that-projections, not forecasts. Projections are expected to change as various factors change,

they are not predictions. Projections are the mathematical result of today's decisions based on a given set of assumptions. Forecasts, on the other hand, are predictions of the future; there is a higher implied reliability factor than for projections. Projections will change anytime the underlying factors change.

The Big Picture

The release of the Governor's January 2020 budget looked very different from how it looks today. The changes brought about by the Coronavirus pandemic was unforeseen and unprecedented. The effect has been felt the world around and is still not over. Businesses have been impacted across the nation with the full effects of which remain to be seen. California is dealing with a slow reopening and everyone is doing their best to speed recovery while being safe and not spreading the virus.

The May Revision has made many changes to funding of the Local Control Funding Formula (LCFF), the State of California is now in a \$54B deficit. Revenue projections will not be known until later in the fall after tax returns are reported and tax revenues known. Reductions to the LCFF are currently in place, the 2.31% COLA has been removed and an additional 7.92% deficit factor reduction in funding to LCFF, a 10% reduction is being applied to all other State programs. The funding priorities as of May:

- ❖ No COLA projected for 20/21, 21/22 and 22/23
- ❖ (7.92%) deficit factor reduction to LCFF Funding
- ❖ Deferrals are currently being planned and implemented. June 19/20 saw its first deferral, scheduled to be paid July 20/21. 20/21 deferrals are planned for April, May and June – date is unknown when these will be paid.
- ❖ This is no normal year, an “August Revision” is likely.



The “Big Three” taxes make up nearly 77% of state general fund revenue. Personal income tax alone accounts for nearly 2/3 of general fund revenues making it the largest source of state revenue. 40-50% of personal income tax revenue is generated from 1% of California taxpayers – residents who earn over \$1M annually. California's dependency on the state's top income earners creates extreme volatility for general fund revenues.

Although economic criteria have been met in order to temporarily suspend the next minimum wage increase, the Governor's May Revision proposes to continue with the schedule increases in 2021.

- \$14.00/hour effective January 1, 2021
- \$15.00/hour effective January 1, 2022

Additional Federal Funding? California is slated to receive billions of dollars from the CARES Act, but the funding only puts a small dent in the state's \$54 billion budget deficit. Governor Newsome is aggressively lobbying the federal government for an additional \$1 trillion in aid. It is unknown at this time if any additional funding will be available from the federal source.

GENERAL FUND

REVENUE

Below are the changes in revenue projections since the second interim and are reflected in the 2019/20 Estimated Actuals.

Local Control Funding Formula

Local Control Funding Formula had a decrease of **(\$68,372)**.

Federal Revenue

Federal Revenue is projected to increase by \$11,668 for the following reasons:

<u>Funding Description</u>	<u>Favorable (Unfavorable)</u>
• SpEd IDEA RS3310 Local Assist	\$ 425
• Small Rural School Achievement	<u>\$11,243</u>
Net Change	\$11,668

State Revenue

State Revenues decreased by **(\$73,299)** for the following reason:

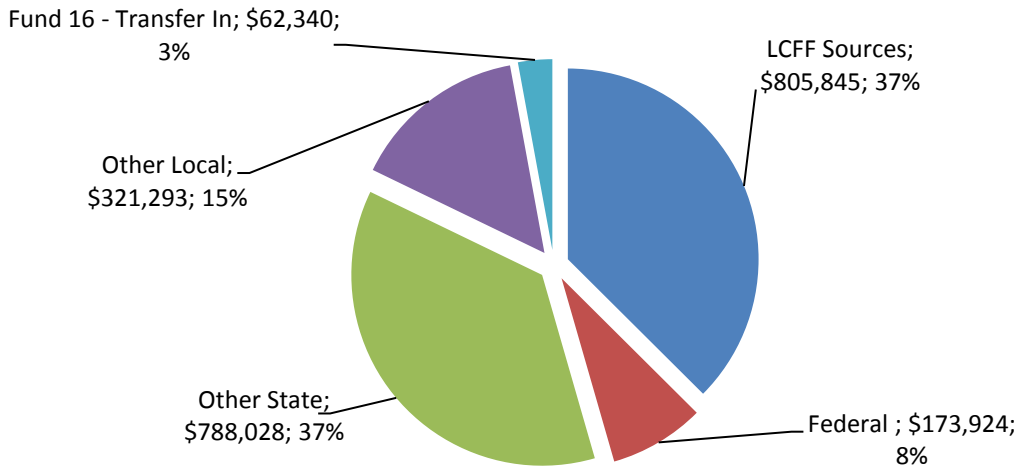
<u>Funding Description</u>	<u>Favorable (Unfavorable)</u>
• Mandated Block Grant	(\$ 175)
• Unrestricted Lottery	\$ 258
• Restricted Lottery	\$ 91
• Special Education RS6500	\$ 11,156
• TUPE (6680/6685) c/o removed	<u>(\$84,629)</u>
Net Change	(\$73,299)

Local Revenue

Local Revenues have no change.



Total Resources \$2,151,430



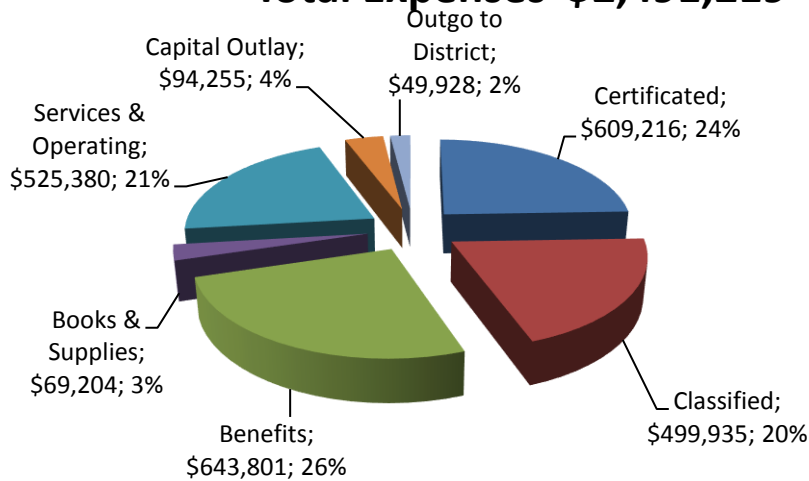
Description	2016-2017 Actuals	2017-2018 Actuals	2018-2019 Actuals	2019-2020 Estimated Actuals	2020-2021 Adopted Budget
LCFF Resources	\$775,048	\$809,962	\$851,039	\$874,121	\$805,845
Federal	162,670	200,056	158,912	162,256	173,924
Other State	688,441	717,679	634,134	861,327	788,028
Other Local	340,611	307,293	486,100	321,293	321,293
Transfer-in SRS	13,360	13,360	47,204	60,120	62,340
Total	\$1,980,130	\$2,048,350	\$2,177,389	\$2,279,117	\$2,151,430

EXPENDITURES

General Fund Expenditures

Expenditures decreased by (\$23,909) from the 2019-20 Estimated Actuals.

Total Expenses \$2,491,219



Expenditures Comparison

Description	2016-2017 Actuals	2017-2018 Actuals	2018-2019 Actuals	2019-2020 Estimated Actuals	2020-2021 Adopted Budget
Certificated	\$ 504,973	\$ 558,519	\$ 675,798	\$ 555,095	\$ 609,216
Classified	374,437	388,965	401,509	468,497	499,935
Benefits	418,617	471,807	553,278	559,293	643,801
Books & Supplies	46,569	91,635	35,460	92,311	69,204
Services & Operating	503,111	661,980	519,917	651,890	525,380
Capital Outlay	81,843	42,664	291,968	138,614	94,255
Other Outgo	17,424	24,428	47,204	49,428	49,428
Total	\$1,946,974	2,239,998	2,525,134	2,515,128	2,491,219

Net Increase (Decrease) in Fund Balance

Fiscal Year	Amount
2016-17 actuals	36,578
2017-18 actuals	115,142
2018-19 actuals	(336,375)
2019-20 estimated actuals	(235,915)
2020-21 projected	(339,789)

Projected Ending Fund Balance

2016-17	\$2,698,358 actuals
2017-18	\$2,846,059 actuals
2018-19	\$2,509,684 actuals
2019-20	\$2,273,770 estimated actuals
2020-21	\$1,933,981 projected

Personnel	FTE	
Certificated	5.55	} 20.92 FTE
Superintendent	.15	
Administrative	2.60	
Classified	9.62	
Confidential	3.00	

Direct Services Contracted to provide special education services

Speech
Occupational Therapy
Adapted P.E.
Public Nurse

Comments

1. No COLA and deficit factor reduction of (7.82%) on LCFF.
2. Reduction of (10%) on all other state funding.
3. Certificated health and welfare (H/W) soft cap selected plan employee range (14,398.50 to 17,536.50); Certificated employees hired effective 2017/18 hard capped at \$17,536; all other employees H/W is capped at \$17,536. H/W cost is \$270,852.
4. PERS rate increase from 19.721% to 20.7%, for a projected annual cost of \$96,296.
5. STRS rate increase from 17.10% to 16.15%.for a projected annual cost of \$193,086.
6. Reimburse Sierra-Plumas JUSD to provide business, curriculum, and technology services.
7. Forest Reserve Revenue budget is \$62,340.
8. Positive Certification
9. Projected ending cash balance: \$1,933,981



Gen Fund Budget Comparison Worksheet

	Year:	Unrestricted				Restricted				Total			
		19/20	20/21	Pos (Neg)	%	19/20	20/21	Pos (Neg)	%	19/20	20/21	Pos (Neg)	%
		Estimated	Adopted	Difference	Change	Estimated	Adopted	Difference	Change	Estimated	Adopted	Difference	Change
	Period:	Actuals	Budget			Actuals	Budget			Actuals	Budget		
Revenues													
LCFF Revenues	8010-8099	874,217	805,845	(68,372)	-7.82%	-	-	-	-	874,217	805,845	(68,372)	-7.82%
Federal Revenues	8100-8299	-	-	-	-	162,256	173,924	11,668	7.19%	162,256	173,924	11,668	7.19%
State Revenues	8300-8599	3,911	3,994	83	2.12%	857,416	784,034	(73,382)	-8.56%	861,327	788,028	(73,299)	-8.51%
Local Revenues	8600-8799	316,793	316,793	-	0.00%	4,500	4,500	-	0.00%	321,293	321,293	-	0.00%
Total Revenues		1,194,921	1,126,632	(68,289)	-5.71%	1,024,172	962,458	(61,714)	-6.03%	2,219,093	2,089,090	(130,003)	-5.86%
Expenditures													
Certificated Salaries	1000-1999	229,434	272,094	42,660	18.59%	325,661	337,122	11,461	3.52%	555,095	609,216	54,121	9.75%
Classified Salaries	2000-2999	246,780	263,995	17,215	6.98%	221,717	235,940	14,223	6.41%	468,497	499,935	31,438	6.71%
Benefits & Taxes	3000-3999	243,320	311,600	68,280	28.06%	315,973	332,201	16,228	5.14%	559,293	643,801	84,508	15.11%
Materials & Supplies	4000-4999	33,007	30,125	(2,882)	-8.73%	59,304	39,079	(20,225)	-34.10%	92,311	69,204	(23,107)	-25.03%
Operating Expenditures	5000-5999	368,176	319,063	(49,113)	-13.34%	283,714	206,317	(77,397)	-27.28%	651,890	525,380	(126,510)	-19.41%
Capital Outlay	6000-6599	35,000	35,000	-	0.00%	103,614	59,255	(44,359)	-42.81%	138,614	94,255	(44,359)	-32.00%
Other Outgo	7xxx's	24,428	24,428	-	0.00%	25,000	25,000	-	0.00%	49,428	49,428	-	0.00%
Other Outgo	7300-7399	(4,264)	(16,810)	(12,546)	294.23%	4,264	16,810	12,546	294.23%	-	-	-	-
Total Expenditures		1,175,881	1,239,495	63,614	5.41%	1,339,247	1,251,724	(87,523)	-6.54%	2,515,128	2,491,219	(23,909)	-0.95%
Rev less Exp		19,040	(112,863)	(131,903)	-692.77%	(315,075)	(289,266)	25,809	-8.19%	(296,035)	(402,129)	(106,094)	35.84%
Other Sources/Uses													
Transfers In	8910-8979	60,120	62,340	2,220	3.69%	-	-	-	-	60,120	62,340	2,220	3.69%
Contributions	8980-8999	(293,975)	(289,266)	4,709	-1.60%	293,975	289,266	(4,709)	-1.60%	-	-	-	-
Transfers Out	7610-7699	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Sources		(233,855)	(226,926)	6,929	-2.96%	293,975	289,266	(4,709)	-1.60%	60,120	62,340	2,220	3.69%
Change in Fund Bal		(214,815)	(339,789)	(124,974)	58.18%	(21,100)	-	21,100		(235,915)	(339,789)	(103,874)	44.03%
Beg Fund Bal		2,488,585	2,273,770	(214,815)	-8.63%	21,100	-	(21,100)		2,509,685	2,273,770	(235,915)	-9.40%
Adjustments		-	-	-	-	-	-	-	-	-	-	-	-
Adj Beg Fund Bal		2,488,585	2,273,770	(214,815)	-8.63%	21,100	-	(21,100)		2,509,685	2,273,770	(235,915)	-9.40%
End Fund Bal		2,273,770	1,933,981	(339,789)	-14.94%	-	-	-		2,273,770	1,933,981	(339,789)	-14.94%
Non Spendable		500	500	-	-	-	-	-		500	500	-	-
Restricted		-	-	-	-	-	-	-		-	-	-	-
Committed		-	-	-	-	-	-	-		-	-	-	-
OPEB		93,849	92,485	(1,364)	-	-	-	-		93,849	92,485	(1,364)	-
Assigned		-	-	-	-	-	-	-		-	-	-	-
Deferred Maintenance		50,000	50,000	-	-	-	-	-		50,000	50,000	-	-
REU		252,000	250,000	(2,000)	-	-	-	-		252,000	250,000	(2,000)	-
Unassigned		1,877,421	1,540,996	(336,425)	-17.92%	-	-	-		1,877,421	1,540,996	(336,425)	-17.92%

REU is: 10.0% 10.0%

Sierra County Office of Education
2020/21 Adopted Budget

1	Increase in Unrestricted Certificated salaries expenditures due to step/column movement.
2	Increase in Unrestricted benefits expenditures due to step/column movement and changes to health and welfare benefits.
3	Unrestricted Travel & Conference expenditures approx (\$10k), Contracted Services reduced approx (\$40k), Legal expenditures increased approx \$1k.
4	Increased Indirect Cost Rate from 0.41% to 2.09%
5	Restricted Materials and Supplies increased approx \$3k for Small Rural Achievement, Restricted Lottery reduced approx (\$1k), SpEd reduced approx (\$9,500), TUPE reduced approx (\$12,500).
6	Restricted Operating Expenditures increased approx \$12k for Small Rural Achievement, SpEd reduced approx (\$32k), TUPE reduced approx (\$55,500), Classified Prof'l Dev reduced approx (\$200) due to program being discontinued, Foster Youth reduced approx (\$1,500).
7	Restricted Capital Outlay reduced approx (\$26k) for Prop 39 program completed & discontinued, TUPE reduced approx (\$18k).
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Multi Year Projection

		2020/21 <i>Budget</i>			2021/22 <i>MYP</i>			2022/23 <i>MYP</i>		
		Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
		A	B	C	D	E	F	G	H	I
Revenues										
LCFF Revenues	8010-8099	805,845	-	805,845	806,781	-	806,781	807,744	-	807,744
Federal Revenues	8100-8299	-	173,924	173,924	-	173,924	173,924	-	173,924	173,924
State Revenues	8300-8599	3,994	784,034	788,028	3,994	784,034	788,028	3,994	784,034	788,028
Local Revenues	8600-8799	316,793	4,500	321,293	316,793	4,500	321,293	316,793	4,500	321,293
Transfers In	8910-8979	62,340	-	62,340	62,340	-	62,340	62,340	-	62,340
Contributions	8980-8999	(289,266)	289,266	-	(309,478)	309,478	-	(330,031)	330,031	-
Total Revenues		899,706	1,251,724	2,151,430	880,430	1,271,936	2,152,366	860,840	1,292,489	2,153,329
Expenditures										
Certificated Salaries	1000-1999	272,094	337,122	609,216	276,175	342,179	618,354	281,146	348,338	629,484
Classified Salaries	2000-2999	263,995	235,940	499,935	275,875	246,557	522,432	286,910	256,419	543,329
Benefits & Taxes	3000-3999	311,600	332,201	643,801	316,336	336,739	653,075	320,991	341,271	662,262
Materials & Supplies	4000-4999	30,125	39,079	69,204	30,125	39,079	69,204	30,125	39,079	69,204
Operating Expenditures	5000-5999	319,063	206,317	525,380	319,063	206,317	525,380	319,063	206,317	525,380
Capital Outlay	6000-6599	35,000	59,255	94,255	35,000	59,255	94,255	35,000	59,255	94,255
Other Outgo	7xxx's	24,428	25,000	49,428	24,428	25,000	49,428	24,428	25,000	49,428
Other Outgo	7300-7399	(16,810)	16,810	-	(16,810)	16,810	-	(16,810)	16,810	-
Transfers Out	7600-7629	-	-	-	-	-	-	-	-	-
Total Expenditures		1,239,495	1,251,724	2,491,219	1,260,192	1,271,936	2,532,128	1,280,853	1,292,489	2,573,342
Rev less Exp		(339,789)	-	(339,789)	(379,762)	-	(379,762)	(420,013)	-	(420,013)
Change in Fund Bal		(339,789)	-	(339,789)	(379,762)	-	(379,762)	(420,013)	-	(420,013)
Beg Fund Bal		2,273,770	-	2,273,770	1,933,981	-	1,933,981	1,554,219	-	1,554,219
Adjustments		-	-	-	-	-	-	-	-	-
Adj Beg Fund Bal		2,273,770	-	2,273,770	1,933,981	-	1,933,981	1,554,219	-	1,554,219
End Fund Bal		1,933,981	-	1,933,981	1,554,219	-	1,554,219	1,134,206	-	1,134,206
Non Spendable		500	-	500	500	-	500	500	-	500
Restricted		-	-	-	-	-	-	-	-	-
Committed										
OPEB		92,485	-	92,485	92,485	-	92,485	92,485	-	92,485
Assigned										
Deferred Maintenance		50,000	-	50,000	100,000	-	100,000	150,000	-	150,000
REU		250,000	-	250,000	254,000	-	254,000	258,000	-	258,000
Unassigned		1,540,996	-	1,540,996	1,299,719	-	1,299,719	875,706	-	875,706

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Estimated Actuals	2020-21 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund	G	G
12	Child Development Fund		
13	Cafeteria Special Revenue Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
16	Forest Reserve Fund	G	G
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund		
25	Capital Facilities Fund		
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund		
40	Special Reserve Fund for Capital Outlay Projects		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CASH	Cashflow Worksheet		S
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations	S	S
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		S
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Estimated Actuals	2020-21 Budget
01CS	Criteria and Standards Review	GS	GS

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	874,217.00	0.00	874,217.00	805,845.00	0.00	805,845.00	-7.8%
2) Federal Revenue		8100-8299	0.00	162,256.00	162,256.00	0.00	173,924.00	173,924.00	7.2%
3) Other State Revenue		8300-8599	3,911.00	857,416.00	861,327.00	3,994.00	784,034.00	788,028.00	-8.5%
4) Other Local Revenue		8600-8799	316,793.00	4,500.00	321,293.00	316,793.00	4,500.00	321,293.00	0.0%
5) TOTAL, REVENUES			1,194,921.00	1,024,172.00	2,219,093.00	1,126,632.00	962,458.00	2,089,090.00	-5.9%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	229,434.00	325,661.00	555,095.00	272,094.00	337,122.00	609,216.00	9.7%
2) Classified Salaries		2000-2999	246,780.00	221,717.00	468,497.00	263,995.00	235,940.00	499,935.00	6.7%
3) Employee Benefits		3000-3999	243,320.00	315,973.00	559,293.00	311,600.00	332,201.00	643,801.00	15.1%
4) Books and Supplies		4000-4999	33,007.00	59,304.00	92,311.00	30,125.00	39,079.00	69,204.00	-25.0%
5) Services and Other Operating Expenditures		5000-5999	368,176.00	283,714.00	651,890.00	319,063.00	206,317.00	525,380.00	-19.4%
6) Capital Outlay		6000-6999	35,000.00	103,614.00	138,614.00	35,000.00	59,255.00	94,255.00	-32.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	24,428.00	25,000.00	49,428.00	24,428.00	25,000.00	49,428.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,264.00)	4,264.00	0.00	(16,810.00)	16,810.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,175,881.00	1,339,247.00	2,515,128.00	1,239,495.00	1,251,724.00	2,491,219.00	-1.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			19,040.00	(315,075.00)	(296,035.00)	(112,863.00)	(289,266.00)	(402,129.00)	35.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	60,120.00	0.00	60,120.00	62,340.00	0.00	62,340.00	3.7%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(293,975.00)	293,975.00	0.00	(289,266.00)	289,266.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(233,855.00)	293,975.00	60,120.00	(226,926.00)	289,266.00	62,340.00	3.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(214,815.00)	(21,100.00)	(235,915.00)	(339,789.00)	0.00	(339,789.00)	44.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	2,488,585.00	21,100.00	2,509,685.00	2,273,770.00	0.00	2,273,770.00	-9.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,488,585.00	21,100.00	2,509,685.00	2,273,770.00	0.00	2,273,770.00	-9.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,488,585.00	21,100.00	2,509,685.00	2,273,770.00	0.00	2,273,770.00	-9.4%
2) Ending Balance, June 30 (E + F1e)			2,273,770.00	0.00	2,273,770.00	1,933,981.00	0.00	1,933,981.00	-14.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	500.00	0.00	500.00	500.00	0.00	500.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	93,849.00	0.00	93,849.00	92,485.00	0.00	92,485.00	-1.5%
OPEB	0000	9760				92,485.00		92,485.00	
OPEB	0000	9760	93,849.00		93,849.00				
d) Assigned									
Other Assignments		9780	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Deferred Maintenance	0000	9780				50,000.00		50,000.00	
Deferred Maintenance	0000	9780	50,000.00		50,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	252,000.00	0.00	252,000.00	250,000.00	0.00	250,000.00	-0.8%
Unassigned/Unappropriated Amount		9790	1,877,421.00	0.00	1,877,421.00	1,540,996.00	0.00	1,540,996.00	-17.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) In County Treasury		9110	3,093,500.81	(508,254.74)	2,585,246.07				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) In Revolving Cash Account		9130	600.00	0.00	600.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			3,094,100.81	(508,254.74)	2,585,846.07				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	74,136.89	0.00	74,136.89				
2) Due to Grantor Governments		9590	0.00	177.82	177.82				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	70,971.18	70,971.18				
6) TOTAL, LIABILITIES			74,136.89	71,149.00	145,285.89				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			3,019,963.92	(579,403.74)	2,440,560.18				

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	654,206.00	0.00	654,206.00	601,648.00	0.00	601,648.00	-8.0%
Education Protection Account State Aid - Current Year		8012	152,597.00	0.00	152,597.00	136,783.00	0.00	136,783.00	-10.4%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	601.00	0.00	601.00	601.00	0.00	601.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	63,324.00	0.00	63,324.00	63,324.00	0.00	63,324.00	0.0%
Unsecured Roll Taxes		8042	2,809.00	0.00	2,809.00	2,809.00	0.00	2,809.00	0.0%
Prior Years' Taxes		8043	50.00	0.00	50.00	50.00	0.00	50.00	0.0%
Supplemental Taxes		8044	630.00	0.00	630.00	630.00	0.00	630.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Receipt from Co. Board of Sup.		8070	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			874,217.00	0.00	874,217.00	805,845.00	0.00	805,845.00	-7.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			874,217.00	0.00	874,217.00	805,845.00	0.00	805,845.00	-7.8%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	109,379.00	109,379.00	0.00	109,804.00	109,804.00	0.4%
Special Education Discretionary Grants		8182	0.00	25,779.00	25,779.00	0.00	25,779.00	25,779.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		0.00	0.00		0.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		0.00	0.00		0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner									
Program	4203	8290		0.00	0.00		0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3183, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 4204, 5510, 5630	8290		10,000.00	10,000.00		10,000.00	10,000.00	0.0%
Other NCLB / Every Student Succeeds Act									
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	17,098.00	17,098.00	0.00	28,341.00	28,341.00	65.8%
TOTAL, FEDERAL REVENUE			0.00	162,256.00	162,256.00	0.00	173,924.00	173,924.00	7.2%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		467,764.00	467,764.00		478,920.00	478,920.00	2.4%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,044.00	0.00	1,044.00	869.00	0.00	869.00	-16.8%
Lottery - Unrestricted and Instructional Materials		8560	2,867.00	1,012.00	3,879.00	3,125.00	1,103.00	4,228.00	9.0%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6680, 6685, 6690, 6695	8590		159,629.00	159,629.00		75,000.00	75,000.00	-53.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	229,011.00	229,011.00	0.00	229,011.00	229,011.00	0.0%
TOTAL, OTHER STATE REVENUE			3,911.00	857,416.00	861,327.00	3,994.00	784,034.00	788,028.00	-8.5%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	30,000.00	0.00	30,000.00	30,000.00	0.00	30,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	286,389.00	0.00	286,389.00	286,389.00	0.00	286,389.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	404.00	4,500.00	4,904.00	404.00	4,500.00	4,904.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			316,793.00	4,500.00	321,293.00	316,793.00	4,500.00	321,293.00	0.0%
TOTAL, REVENUES			1,194,921.00	1,024,172.00	2,219,093.00	1,126,632.00	962,458.00	2,089,090.00	-5.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	85,800.00	235,527.00	321,327.00	130,263.00	245,054.00	375,317.00	16.8%
Certificated Pupil Support Salaries		1200	0.00	30,561.00	30,561.00	0.00	30,561.00	30,561.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	143,634.00	59,573.00	203,207.00	141,831.00	61,507.00	203,338.00	0.1%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			229,434.00	325,661.00	555,095.00	272,094.00	337,122.00	609,216.00	9.7%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	9,413.00	159,880.00	169,293.00	18,665.00	170,325.00	188,990.00	11.6%
Classified Support Salaries		2200	5,563.00	33,779.00	39,342.00	5,815.00	34,533.00	40,348.00	2.6%
Classified Supervisors' and Administrators' Salaries		2300	104,371.00	10,348.00	114,719.00	109,562.00	10,348.00	119,910.00	4.5%
Clerical, Technical and Office Salaries		2400	127,433.00	1,750.00	129,183.00	129,953.00	1,750.00	131,703.00	2.0%
Other Classified Salaries		2900	0.00	15,960.00	15,960.00	0.00	18,984.00	18,984.00	18.9%
TOTAL, CLASSIFIED SALARIES			246,780.00	221,717.00	468,497.00	263,995.00	235,940.00	499,935.00	6.7%
EMPLOYEE BENEFITS									
STRS		3101-3102	39,970.00	146,776.00	186,746.00	45,641.00	147,445.00	193,086.00	3.4%
PERS		3201-3202	51,631.00	33,930.00	85,561.00	55,547.00	40,749.00	96,296.00	12.5%
OASDI/Medicare/Alternative		3301-3302	21,502.00	21,154.00	42,656.00	27,425.00	22,640.00	50,065.00	17.4%
Health and Welfare Benefits		3401-3402	98,037.00	95,634.00	193,671.00	133,017.00	99,500.00	232,517.00	20.1%
Unemployment Insurance		3501-3502	239.00	271.00	510.00	266.00	269.00	555.00	8.8%
Workers' Compensation		3601-3602	18,691.00	18,208.00	36,899.00	19,704.00	21,578.00	41,282.00	11.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,250.00	0.00	13,250.00	30,000.00	0.00	30,000.00	126.4%
TOTAL, EMPLOYEE BENEFITS			243,320.00	315,973.00	559,293.00	311,600.00	332,201.00	643,801.00	15.1%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	2,273.00	2,273.00	0.00	1,103.00	1,103.00	-51.5%
Books and Other Reference Materials		4200	0.00	1,000.00	1,000.00	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	24,517.00	45,335.00	69,852.00	23,625.00	32,456.00	56,081.00	-19.7%
Noncapitalized Equipment		4400	8,490.00	10,696.00	19,186.00	6,500.00	5,520.00	12,020.00	-37.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			33,007.00	59,304.00	92,311.00	30,125.00	39,079.00	69,204.00	-25.0%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	43,000.00	43,000.00	0.00	15,000.00	15,000.00	-65.1%
Travel and Conferences		5200	21,498.00	14,085.00	35,583.00	11,481.00	5,598.00	17,079.00	-52.0%
Dues and Memberships		5300	14,533.00	1,805.00	16,338.00	14,437.00	1,809.00	16,246.00	-0.6%
Insurance		5400 - 5450	0.00	11,000.00	11,000.00	0.00	11,000.00	11,000.00	0.0%
Operations and Housekeeping Services		5500	7,000.00	7,500.00	14,500.00	7,000.00	7,500.00	14,500.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,250.00	600.00	1,850.00	1,250.00	600.00	1,850.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	313,895.00	205,224.00	519,119.00	274,895.00	164,310.00	439,205.00	-15.4%
Communications		5900	10,000.00	500.00	10,500.00	10,000.00	500.00	10,500.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			368,176.00	283,714.00	651,890.00	319,083.00	206,317.00	525,380.00	-19.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	26,516.00	26,516.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	20,000.00	77,098.00	97,098.00	20,000.00	59,255.00	79,255.00	-18.4%
Equipment Replacement		6500	15,000.00	0.00	15,000.00	15,000.00	0.00	15,000.00	0.0%
TOTAL CAPITAL OUTLAY			35,000.00	103,614.00	138,614.00	35,000.00	59,255.00	94,255.00	-32.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	25,000.00	25,000.00	0.00	25,000.00	25,000.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	24,428.00	0.00	24,428.00	24,428.00	0.00	24,428.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)			24,428.00	25,000.00	49,428.00	24,428.00	25,000.00	49,428.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(4,264.00)	4,264.00	0.00	(16,810.00)	16,810.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(4,264.00)	4,264.00	0.00	(16,810.00)	16,810.00	0.00	0.0%
TOTAL EXPENDITURES			1,175,881.00	1,339,247.00	2,515,128.00	1,239,495.00	1,251,724.00	2,491,219.00	-1.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	60,120.00	0.00	60,120.00	62,340.00	0.00	62,340.00	3.7%
(a) TOTAL, INTERFUND TRANSFERS IN			60,120.00	0.00	60,120.00	62,340.00	0.00	62,340.00	3.7%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources County School Bldg Aid		8961	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(293,975.00)	293,975.00	0.00	(289,266.00)	289,266.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(293,975.00)	293,975.00	0.00	(289,266.00)	289,266.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(233,855.00)	293,975.00	60,120.00	(226,926.00)	289,266.00	62,340.00	3.7%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	874,217.00	0.00	874,217.00	805,845.00	0.00	805,845.00	-7.8%
2) Federal Revenue		8100-8299	0.00	162,256.00	162,256.00	0.00	173,924.00	173,924.00	7.2%
3) Other State Revenue		8300-8599	3,911.00	857,416.00	861,327.00	3,994.00	784,034.00	788,026.00	-8.5%
4) Other Local Revenue		8600-8799	316,793.00	4,500.00	321,293.00	316,793.00	4,500.00	321,293.00	0.0%
5) TOTAL REVENUES			1,194,921.00	1,024,172.00	2,219,093.00	1,126,632.00	962,458.00	2,089,090.00	-5.9%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		148,443.00	792,892.00	941,335.00	259,531.00	751,071.00	1,010,602.00	7.4%
2) Instruction - Related Services	2000-2999		179,306.00	109,595.00	288,901.00	181,806.00	130,628.00	312,434.00	8.1%
3) Pupil Services	3000-3999		78,000.00	204,169.00	282,169.00	38,000.00	198,638.00	236,638.00	-16.1%
4) Ancillary Services	4000-4999		0.00	112,677.00	112,677.00	0.00	66,733.00	66,733.00	-40.8%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		721,526.00	35,159.00	756,685.00	710,748.00	46,383.00	757,131.00	0.1%
8) Plant Services	8000-8999		24,178.00	59,755.00	83,933.00	24,982.00	33,271.00	58,253.00	-30.6%
9) Other Outgo	9000-9999	Except 7600-7699	24,428.00	25,000.00	49,428.00	24,428.00	25,000.00	49,428.00	0.0%
10) TOTAL EXPENDITURES			1,175,881.00	1,339,247.00	2,515,128.00	1,239,495.00	1,251,724.00	2,491,219.00	-1.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			19,040.00	(315,075.00)	(296,035.00)	(112,863.00)	(289,266.00)	(402,129.00)	35.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	60,120.00	0.00	60,120.00	62,340.00	0.00	62,340.00	3.7%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(293,975.00)	293,975.00	0.00	(289,266.00)	289,266.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(233,855.00)	293,975.00	60,120.00	(226,926.00)	289,266.00	62,340.00	-3.7%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(214,815.00)	(21,100.00)	(235,915.00)	(339,789.00)	0.00	(339,789.00)	44.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	2,488,585.00	21,100.00	2,509,685.00	2,273,770.00	0.00	2,273,770.00	-9.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,488,585.00	21,100.00	2,509,685.00	2,273,770.00	0.00	2,273,770.00	-9.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,488,585.00	21,100.00	2,509,685.00	2,273,770.00	0.00	2,273,770.00	-9.4%
2) Ending Balance, June 30 (E + F1e)			2,273,770.00	0.00	2,273,770.00	1,933,981.00	0.00	1,933,981.00	-14.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	500.00	0.00	500.00	500.00	0.00	500.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	93,849.00	0.00	93,849.00	92,485.00	0.00	92,485.00	-1.5%
OPEB	0000	9760				92,485.00		92,485.00	
OPEB	0000	9760	93,849.00		93,849.00				
d) Assigned									
Other Assignments (by Resource/Object)		9780	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Deferred Maintenance	0000	9780				50,000.00		50,000.00	
Deferred Maintenance	0000	9780	50,000.00		50,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	252,000.00	0.00	252,000.00	250,000.00	0.00	250,000.00	-0.8%
Unassigned/Unappropriated Amount		9790	1,877,421.00	0.00	1,877,421.00	1,540,996.00	0.00	1,540,996.00	-17.9%

<u>Resource</u>	<u>Description</u>	<u>2019-20 Estimated Actuals</u>	<u>2020-21 Budget</u>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,200.00	5,200.00	0.0%
4) Other Local Revenue		8600-8799	292,000.00	200,000.00	-31.5%
5) TOTAL, REVENUES			297,200.00	205,200.00	-31.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	124,732.00	89,732.00	-28.1%
2) Classified Salaries		2000-2999	23,052.00	19,894.00	-13.7%
3) Employee Benefits		3000-3999	52,447.00	42,751.00	-18.5%
4) Books and Supplies		4000-4999	33,500.00	13,150.00	-60.7%
5) Services and Other Operating Expenditures		5000-5999	68,425.00	27,950.00	-59.2%
6) Capital Outlay		6000-6999	159,322.00	7,633.00	-95.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			461,478.00	201,110.00	-56.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(164,278.00)	4,090.00	-102.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,870.00	4,090.00	118.7%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,870.00)	(4,090.00)	118.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(166,148.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	166,148.00	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			166,148.00	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			166,148.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	31,035.13		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	217.50		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			31,252.63		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			31,252.63		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs					
		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources					
		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources					
		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	5,200.00	5,200.00	0.0%
TOTAL, OTHER STATE REVENUE			5,200.00	5,200.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	292,000.00	200,000.00	-31.5%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			292,000.00	200,000.00	-31.5%
TOTAL, REVENUES			297,200.00	205,200.00	-31.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	35,000.00	0.00	-100.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	89,732.00	89,732.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			124,732.00	89,732.00	-28.1%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	6,000.00	5,684.00	-5.3%
Classified Support Salaries		2200	17,052.00	14,210.00	-16.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			23,052.00	19,894.00	-13.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	26,529.00	19,692.00	-25.8%
PERS		3201-3202	4,556.00	3,031.00	-33.5%
OASDI/Medicare/Alternative		3301-3302	3,572.00	2,822.00	-21.0%
Health and Welfare Benefits		3401-3402	12,767.00	12,767.00	0.0%
Unemployment Insurance		3501-3502	75.00	55.00	-26.7%
Workers' Compensation		3601-3602	4,948.00	4,384.00	-11.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			52,447.00	42,751.00	-18.5%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	7,500.00	5,000.00	-33.3%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	10,000.00	5,650.00	-43.5%
Noncapitalized Equipment		4400	16,000.00	2,500.00	-84.4%
TOTAL, BOOKS AND SUPPLIES			33,500.00	13,150.00	-60.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	15,000.00	2,500.00	-83.3%
Dues and Memberships		5300	1,000.00	700.00	-30.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	13,000.00	1,250.00	-90.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,500.00	2,500.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	36,925.00	16,000.00	-56.7%
Communications		5900	0.00	5,000.00	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			68,425.00	27,950.00	-59.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	100,000.00	0.00	-100.0%
Equipment		6400	59,322.00	7,633.00	-87.1%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			159,322.00	7,633.00	-95.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			461,478.00	201,110.00	-56.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,870.00	4,090.00	118.7%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,870.00	4,090.00	118.7%
OTHER SOURCES/USES					
SOURCES					
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,870.00)	(4,090.00)	118.7%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,200.00	5,200.00	0.0%
4) Other Local Revenue		8600-8799	292,000.00	200,000.00	-31.5%
5) TOTAL, REVENUES			297,200.00	205,200.00	-31.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		190,686.00	44,858.00	-76.5%
2) Instruction - Related Services	2000-2999		127,993.00	133,276.00	4.1%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		142,799.00	22,976.00	-83.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			461,478.00	201,110.00	-56.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(164,278.00)	4,090.00	-102.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,870.00	4,090.00	118.7%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,870.00)	(4,090.00)	118.7%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(166,148.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	166,148.00	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			166,148.00	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			166,148.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	388,250.00	388,250.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			388,250.00	388,250.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	330,000.00	330,000.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			330,000.00	330,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			58,250.00	58,250.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	58,250.00	58,250.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(58,250.00)	(58,250.00)	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
9740		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Forest Reserve Funds		8260	58,250.00	58,250.00	0.0%
Pass-Through Revenues from Federal Sources		8287	330,000.00	330,000.00	0.0%
TOTAL, FEDERAL REVENUE			388,250.00	388,250.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			388,250.00	388,250.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	330,000.00	330,000.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			330,000.00	330,000.00	0.0%
TOTAL, EXPENDITURES			330,000.00	330,000.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	58,250.00	58,250.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			58,250.00	58,250.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	388,250.00	388,250.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			388,250.00	388,250.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	330,000.00	330,000.00	0.0%
10) TOTAL, EXPENDITURES			330,000.00	330,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			58,250.00	58,250.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	58,250.00	58,250.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(58,250.00)	(58,250.00)	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	409.30	409.30	409.30	409.30	409.30	409.30
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	409.30	409.30	409.30	409.30	409.30	409.30
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	4.64	4.64	4.64	4.64	4.64	4.64
c. Special Education-NPS/LCI						
d. Special Education Extended Year	0.43	0.43	0.43	0.43	0.43	0.43
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	15.36	15.36	15.36	15.36	15.36	15.36
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	20.43	20.43	20.43	20.43	20.43	20.43
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	429.73	429.73	429.73	429.73	429.73	429.73
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	4.64	4.64	4.64	4.64	4.64	4.64
c. Special Education-NPS/LCI						
d. Special Education Extended Year	0.43	0.43	0.43	0.43	0.43	0.43
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	15.36	15.36	15.36	15.36	15.36	15.36
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	20.43	20.43	20.43	20.43	20.43	20.43
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	20.43	20.43	20.43	20.43	20.43	20.43
4. Adults in Correctional Facilities						
5. County Operations Grant ADA	16.26	16.26	16.26	16.26	16.26	16.26
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings	793,868.00		793,868.00			793,868.00
Equipment	263,554.00		263,554.00			263,554.00
Total capital assets being depreciated	1,057,422.00	0.00	1,057,422.00	0.00	0.00	1,057,422.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings	(273,561.00)		(273,561.00)	(11,496.00)		(285,057.00)
Equipment	(246,666.00)	734.00	(245,932.00)	(8,025.00)		(253,957.00)
Total accumulated depreciation	(520,227.00)	734.00	(519,493.00)	(19,521.00)	0.00	(539,014.00)
Total capital assets being depreciated, net	537,195.00	734.00	537,929.00	(19,521.00)	0.00	518,408.00
Governmental activity capital assets, net	537,195.00	734.00	537,929.00	(19,521.00)	0.00	518,408.00
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

		July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF									
A. BEGINNING CASH		2,273,770.00	2,169,083.00	2,191,109.00	2,161,462.00	2,176,303.00	2,116,150.00	2,147,151.00	2,242,091.00
B. RECEIPTS									
LCFF/Revenue Limit Sources	8010-8019	59,991.00	59,991.00	146,133.00	107,984.00	107,984.00	146,134.00		57,985.00
Principal Apportionment	8020-8079						39,995.00		
Property Taxes	8080-8099								
Miscellaneous Funds	8100-8299					6,000.00		94,000.00	
Federal Revenue	8300-8599		81,140.00		13,225.00	1,025.00	13,510.00	225,750.00	9,590.00
Other State Revenue	8600-8799				124,020.00	1,885.00	26,517.00		115,000.00
Other Local Revenue	8910-8929					1,103.00	855.00		
Interfund Transfers In	8930-8979								
All Other Financing Sources									
TOTAL RECEIPTS		59,991.00	141,131.00	146,133.00	245,229.00	117,997.00	227,011.00	319,750.00	182,575.00
C. DISBURSEMENTS									
Certified Salaries	1000-1999	25,298.00	22,980.00	56,480.00	50,920.00	49,450.00	55,050.00	55,050.00	55,050.00
Classified Salaries	2000-2999	19,850.00	20,010.00	32,450.00	37,503.00	35,550.00	40,950.00	40,950.00	40,950.00
Employee Benefits	3000-3999	32,750.00	32,750.00	65,750.00	65,750.00	75,250.00	75,250.00	75,250.00	65,250.00
Books and Supplies	4000-4999	56,780.00	1,015.00	5,600.00	7,965.00	3,000.00	4,510.00	4,510.00	4,510.00
Services	5000-5999		20,350.00	15,500.00	70,250.00	15,500.00	20,250.00	23,550.00	89,550.00
Capital Outlay	6000-6599		7,000.00					5,000.00	17,950.00
Other Outgo	7000-7499							20,500.00	
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
TOTAL DISBURSEMENTS		134,678.00	104,105.00	175,780.00	232,388.00	178,750.00	196,010.00	224,810.00	273,260.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not in Treasury	9111-9199								100.00
Accounts Receivable	9200-9299	2,500.00			52,000.00				25,000.00
Due From Other Funds	9310								
Stores	9320								
Prepaid Expenditures	9330								
Other Current Assets	9340								
Deferred Outflows of Resources	9490								
SUBTOTAL		2,500.00	0.00	0.00	52,000.00	600.00	0.00	0.00	25,100.00
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599		15,000.00						
Due To Other Funds	9610								
Current Loans	9640								
Unearned Revenues	9650				50,000.00				
Deferred Inflows of Resources	9690								
SUBTOTAL		32,500.00	15,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00
Nonoperating									
Suspense Clearing	9910	0.00							
TOTAL BALANCE SHEET ITEMS		(30,000.00)	(15,000.00)	0.00	2,000.00	600.00	0.00	0.00	25,100.00
E. NET INCREASE/DECREASE (B - C + D)		(104,687.00)	22,026.00	(29,647.00)	14,841.00	(60,153.00)	31,001.00	94,940.00	(65,585.00)
F. ENDING CASH (A + E)		2,169,083.00	2,191,109.00	2,161,462.00	2,176,303.00	2,116,150.00	2,147,151.00	2,242,091.00	2,176,506.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									

		Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF		JUNE								
A. BEGINNING CASH			2,176,506.00	1,995,176.00	1,854,365.00	1,880,619.00				
B. RECEIPTS										
LCFF/Revenue Limit Sources										
	Principal Apportionment	8010-8019								
	Property Taxes	8020-8079		25,110.00		2,309.00	52,229.00		738,431.00	738,431.00
	Miscellaneous Funds	8080-8099							67,414.00	67,414.00
	Federal Revenue	8100-8299		73,924.00					0.00	0.00
	Other State Revenue	8300-8599	49,320.00	37,550.00	250,000.00		106,918.00		173,924.00	173,924.00
	Other Local Revenue	8600-8799	16,500.00				37,371.00		788,028.00	788,028.00
	Interfund Transfers In	8910-8929			60,382.00				321,293.00	321,293.00
	All Other Financing Sources	8930-8979							62,340.00	62,340.00
TOTAL RECEIPTS			65,820.00	136,584.00	310,382.00	2,309.00	196,518.00	0.00	2,151,430.00	2,151,430.00
C. DISBURSEMENTS										
	Certificated Salaries	1000-1999	55,050.00	65,750.00	65,750.00	52,388.00			609,216.00	609,216.00
	Classified Salaries	2000-2999	40,950.00	45,950.00	65,500.00	79,322.00			489,935.00	489,935.00
	Employee Benefits	3000-3999	42,500.00	42,500.00	42,500.00	28,301.00			643,801.00	643,801.00
	Books and Supplies	4000-4999	7,500.00	12,500.00	15,000.00	3,094.00			69,204.00	69,204.00
	Services	5000-5999	78,650.00	78,650.00	50,000.00	6,350.00			525,380.00	525,380.00
	Capital Outlay	6000-6599	22,500.00	22,500.00	16,500.00	2,805.00			94,255.00	94,255.00
	Other Outgo	7000-7499			28,928.00				49,428.00	49,428.00
	Interfund Transfers Out	7600-7629							0.00	0.00
	All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS			247,150.00	267,850.00	284,178.00	172,260.00	0.00	0.00	2,491,219.00	2,491,219.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
	Cash Not In Treasury	9111-9199		250.00	50.00				500.00	
	Accounts Receivable	9200-9299		14,005.00					94,005.00	
	Due From Other Funds	9310							0.00	
	Stores	9320							0.00	
	Prepaid Expenditures	9330							0.00	
	Other Current Assets	9340							0.00	
	Deferred Outflows of Resources	9490				0.00			0.00	
SUBTOTAL			0.00	14,255.00	50.00	0.00	0.00	0.00	94,505.00	
Liabilities and Deferred Inflows										
	Accounts Payable	9500-9599		3,000.00					50,500.00	
	Due To Other Funds	9610							0.00	
	Current Loans	9640							0.00	
	Unearned Revenues	9650		20,800.00					70,800.00	
	Deferred Inflows of Resources	9690							0.00	
SUBTOTAL			0.00	23,800.00	0.00	0.00	0.00	0.00	121,300.00	
Nonoperating										
	Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS			0.00	(9,545.00)	50.00	0.00	0.00	0.00	(26,795.00)	
E. NET INCREASE/DECREASE (B - C + D)			(181,330.00)	(140,811.00)	26,254.00	(169,951.00)	196,518.00	0.00	(366,584.00)	(339,769.00)
F. ENDING CASH (A + E)			1,995,176.00	1,854,365.00	1,880,619.00	1,710,668.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									1,907,186.00	

		July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF									
Object									
JUNE									
A. BEGINNING CASH		1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment									
Property Taxes									
Miscellaneous Funds									
Federal Revenue									
Other State Revenue									
Other Local Revenue									
Interfund Transfers In									
All Other Financing Sources									
TOTAL RECEIPTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. DISBURSEMENTS									
Certificated Salaries									
Classified Salaries									
Employee Benefits									
Books and Supplies									
Services									
Capital Outlay									
Other Outgo									
Interfund Transfers Out									
All Other Financing Uses									
TOTAL DISBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not in Treasury									
Accounts Receivable									
Due From Other Funds									
Stores									
Prepaid Expenditures									
Other Current Assets									
Deferred Outflows of Resources									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable									
Due To Other Funds									
Current Loans									
Unearned Revenues									
Deferred Inflows of Resources									
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nonoperating									
Suspense Clearing									
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F. ENDING CASH (A + E)		1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									

ESTIMATES THROUGH THE MONTH OF	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
		JUNE							
A. BEGINNING CASH		1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00				
B. RECEIPTS									
LCFF/Revenue Limit Sources	8010-8019							0.00	
Principal Apportionment	8020-8079							0.00	
Property Taxes	8080-8099							0.00	
Miscellaneous Funds	8100-8299							0.00	
Federal Revenue	8300-8599							0.00	
Other State Revenue	8600-8799							0.00	
Other Local Revenue	8910-8929							0.00	
Interfund Transfers In	8930-8979							0.00	
All Other Financing Sources								0.00	
TOTAL RECEIPTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999							0.00	
Classified Salaries	2000-2999							0.00	
Employee Benefits	3000-3999							0.00	
Books and Supplies	4000-4999							0.00	
Services	5000-5999							0.00	
Capital Outlay	6000-6599							0.00	
Other Outgo	7000-7499							0.00	
Interfund Transfers Out	7600-7629							0.00	
All Other Financing Uses	7630-7699							0.00	
TOTAL DISBURSEMENTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
F. ENDING CASH (A + E)		1,710,668.00	1,710,668.00	1,710,668.00	1,710,668.00			1,710,668.00	1,710,668.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								1,710,668.00	1,710,668.00

ANNUAL BUDGET REPORT:
July 1, 2020 Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the County Board of Education pursuant to Education Code sections 1620, 1622, 33129, 52066, 52067, and 52068.

Public Hearing: _____ Adoption Date: June 23, 2020

Place: Sierra COE, Loyalton, CA Signed: _____
Date: May 26, 2020 Clerk/Secretary of the County Board
Time: 6:00p.m. (Original signature required)

Contact person for additional information on the budget reports:

Name: Nona Griesert
Title: Business Manager
Telephone: 530-996-1660, x-120
E-mail: ngriesert@spjUSD.org

To update our mailing database, please complete the following:

Superintendent's Name: James Berardi
Chief Business Official's Name: Nona Griesert
CBO's Title: Business Manager
CBO's Telephone: 530-993-1660, x-120

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met" and supplemental information and additional fiscal indicators that are "Yes" may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1a	Average Daily Attendance (ADA) - County Operations Grant	Projected County Operations Grant ADA has not been overestimated by more than the standard for the first prior fiscal year, or two or more of the previous three fiscal years.	X	
1b	ADA - County Programs	Projected ADA for county programs has not exceeded the standard for the budget and two subsequent fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
3	Salaries and Benefits	Projected total salaries and benefits are within the standard for the budget and two subsequent fiscal years.		X
4a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
4b	Other Expenditures	Projected expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
5	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	n/a	
6	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
7	Fund Balance	Unrestricted county school service fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
8	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Exps.	Are there ongoing county school service fund expenditures in excess of one percent of the total county school service fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Exps.	Are there large non-recurring county school service fund expenditures that are funded with ongoing county school service fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the county school service fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the county office have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2019-20) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the county office provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the county office provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		X
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the county office of education's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	Jun 23, 2020	
S10	LCAP Expenditures	Does the county office of education's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the county office will end the budget year with a negative cash balance in the county school service fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining ADA	Is County Operations Grant ADA decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting County Office ADA	Are any new charter schools operating in county boundaries that are impacting the county office's ADA, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the county office entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the county office provide uncapped (100% employer paid) health benefits for current or retired employees?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A7	Fiscal Distress Reports	Does the county office have any reports that indicate fiscal distress? If yes, provide copies to the CDE.	X	
A8	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a county office of education is self-insured for workers' compensation claims, the county superintendent of schools annually shall provide information to the governing board of the county board of education regarding the estimated accrued but unfunded cost of those claims. The county board of education annually shall certify to the Superintendent of Public Instruction the amount of money, if any, that has been reserved in the budget of the county office of education for the cost of those claims.

To the Superintendent of Public Instruction:

Our county office of education is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

This county office of education is self-insured for workers' compensation claims through a JPA, and offers the following information:
Northeastern JPA & Tricounty Schools Insurance

This county office of education is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: _____

For additional information on this certification, please contact:

Name: Nona Griesert

Title: Business Manager

Telephone: 530-993-1660, x-120

E-mail: ngriesert@spjUSD.org

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	103,374.00		103,374.00		9,525.00	93,849.00	
Total/Net OPEB Liability	103,374.00		103,374.00		9,525.00	93,849.00	
Compensated Absences Payable	5,004.22		5,004.22	11,905.77		16,909.99	
Governmental activities long-term liabilities	211,752.22	0.00	211,752.22	11,905.77	19,050.00	204,607.99	0.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2019-20 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	2,515,128.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	315,949.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	138,614.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	175,200.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				313,814.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				1,885,365.00

Section II - Expenditures Per ADA		2019-20 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines B1d and C9)		0.00
B. Expenditures per ADA (Line I.E divided by Line II.A)		0.00
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	1,725,427.15	4,384.26
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	1,725,427.15	4,384.26
B. Required effort (Line A.2 times 90%)	1,552,884.44	3,945.83
C. Current year expenditures (Line I.E and Line II.B)	1,885,365.00	0.00
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	3,945.83
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Calculation Incomplete	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2021-22 may be reduced by the lower of the two percentages)	0.00%	100.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 84,681.00
- 2. Contracted general administrative positions not paid through payroll _____
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 1,498,204.00

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 5.65%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. 0.00
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	84,122.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	41,179.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	3,244.06
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	128,545.06
9. Carry-Forward Adjustment (Part IV, Line F)	(3,579.05)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	124,966.01

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	898,335.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	288,901.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	282,169.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	35,579.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	70,504.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	15,995.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	384,885.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	125,000.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	54,172.94
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	302,156.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	2,457,696.94

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment
(For information only - not for use when claiming/recovering indirect costs)
(Line A8 divided by Line B19)

5.23%

D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2021-22 see www.cde.ca.gov/fg/ac/ic)
(Line A10 divided by Line B19)

5.08%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>128,545.06</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>(80,819.72)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>(44,806.87)</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (0.41%) times Part III, Line B19); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (0.41%) times Part III, Line B19) or (the highest rate used to recover costs from any program (0.41%) times Part III, Line B19); zero if positive	<u>(7,158.09)</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>(7,158.09)</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>4.94%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-3,579.05) is applied to the current year calculation and the remainder (\$-3,579.04) is deferred to one or more future years:	<u>5.08%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-2,386.03) is applied to the current year calculation and the remainder (\$-4,772.06) is deferred to one or more future years:	<u>5.13%</u>
LEA request for Option 1, Option 2, or Option 3	<u>2</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>(3,579.05)</u>

Approved indirect cost rate: 0.41%
Highest rate used in any program: 0.41%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3310	232,712.00	955.00	0.41%
01	3315	49,376.00	202.00	0.41%
01	3327	4,588.00	18.00	0.39%
01	3345	996.00	4.00	0.40%
01	5630	9,959.00	41.00	0.41%
01	6500	531,018.00	2,176.00	0.41%
01	6512	25,623.00	105.00	0.41%
01	6520	19,919.00	81.00	0.41%
01	6680	39,375.00	161.00	0.41%
01	6685	37,347.00	153.00	0.41%
01	7366	89,915.00	368.00	0.41%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	12,976.00		1,261.00	14,237.00
2. State Lottery Revenue	8560	2,867.00		1,012.00	3,879.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		15,843.00	0.00	2,273.00	18,116.00
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	0.00			0.00
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	15,843.00		2,273.00	18,116.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		15,843.00	0.00	2,273.00	18,116.00
C. ENDING BALANCE					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	0.00	0.00
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
County Operations Grant ADA (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted from Form A, Line B5)						
		16.26	0.00%	16.26	0.00%	16.26
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	805,845.00	0.12%	806,781.00	0.12%	807,744.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	
3. Other State Revenues	8300-8599	3,994.00	0.00%	3,994.00	0.00%	3,994.00
4. Other Local Revenues	8600-8799	316,793.00	0.00%	316,793.00	0.00%	316,793.00
5. Other Financing Sources						
a. Transfers In	8900-8929	62,340.00	0.00%	62,340.00	0.00%	62,340.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(289,266.00)	6.99%	(309,478.00)	6.64%	(330,031.00)
6. Total (Sum lines A1 thru A5c)		899,706.00	-2.14%	880,430.00	-2.23%	860,840.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				272,094.00		276,175.00
b. Step & Column Adjustment				4,081.00		4,971.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	272,094.00	1.50%	276,175.00	1.80%	281,146.00
2. Classified Salaries						
a. Base Salaries				263,995.00		275,875.00
b. Step & Column Adjustment				11,880.00		11,035.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	263,995.00	4.50%	275,875.00	4.00%	286,910.00
3. Employee Benefits	3000-3999	311,600.00	1.52%	316,336.00	1.47%	320,991.00
4. Books and Supplies	4000-4999	30,125.00	0.00%	30,125.00	0.00%	30,125.00
5. Services and Other Operating Expenditures	5000-5999	319,063.00	0.00%	319,063.00	0.00%	319,063.00
6. Capital Outlay	6000-6999	35,000.00	0.00%	35,000.00	0.00%	35,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	24,428.00	0.00%	24,428.00	0.00%	24,428.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(16,810.00)	0.00%	(16,810.00)	0.00%	(16,810.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		1,239,495.00	1.67%	1,260,192.00	1.64%	1,280,853.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(339,789.00)		(379,762.00)		(420,013.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,273,770.00		1,933,981.00		1,554,219.00
2. Ending Fund Balance (Sum lines C and D1)		1,933,981.00		1,554,219.00		1,134,206.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	500.00		500.00		500.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	92,485.00		92,485.00		92,485.00
d. Assigned	9780	50,000.00		50,000.00		50,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	250,000.00		232,000.00		232,000.00
2. Unassigned/Unappropriated	9790	1,540,996.00		1,179,234.00		759,221.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,933,981.00		1,554,219.00		1,134,206.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. County School Service Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	250,000.00		232,000.00		232,000.00
c. Unassigned/Unappropriated	9790	1,540,996.00		1,179,234.00		759,221.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		1,790,996.00		1,411,234.00		991,221.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
County Operations Grant ADA (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted from Form A, Line B5)						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	173,924.00	0.00%	173,924.00	0.00%	173,924.00
3. Other State Revenues	8300-8599	784,034.00	0.00%	784,034.00	0.00%	784,034.00
4. Other Local Revenues	8600-8799	4,500.00	0.00%	4,500.00	0.00%	4,500.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	289,266.00	6.99%	309,478.00	6.64%	330,031.00
6. Total (Sum lines A1 thru A5c)		1,251,724.00	1.61%	1,271,936.00	1.62%	1,292,489.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				337,122.00		342,179.00
b. Step & Column Adjustment				5,057.00		6,159.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	337,122.00	1.50%	342,179.00	1.80%	348,338.00
2. Classified Salaries						
a. Base Salaries				235,940.00		246,557.00
b. Step & Column Adjustment				10,617.00		9,862.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	235,940.00	4.50%	246,557.00	4.00%	256,419.00
3. Employee Benefits	3000-3999	332,201.00	1.37%	336,739.00	1.35%	341,271.00
4. Books and Supplies	4000-4999	39,079.00	0.00%	39,079.00	0.00%	39,079.00
5. Services and Other Operating Expenditures	5000-5999	206,317.00	0.00%	206,317.00	0.00%	206,317.00
6. Capital Outlay	6000-6999	59,255.00	0.00%	59,255.00	0.00%	59,255.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	25,000.00	0.00%	25,000.00	0.00%	25,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	16,810.00	0.00%	16,810.00	0.00%	16,810.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		1,251,724.00	1.61%	1,271,936.00	1.62%	1,292,489.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		0.00		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		0.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	0.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		0.00		0.00		0.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. County School Service Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
County Operations Grant ADA (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted from Form A, Line B5)						
		16.26	0.00%	16.26	0.00%	16.26
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	805,845.00	0.12%	806,781.00	0.12%	807,744.00
2. Federal Revenues	8100-8299	173,924.00	0.00%	173,924.00	0.00%	173,924.00
3. Other State Revenues	8300-8599	788,028.00	0.00%	788,028.00	0.00%	788,028.00
4. Other Local Revenues	8600-8799	321,293.00	0.00%	321,293.00	0.00%	321,293.00
5. Other Financing Sources						
a. Transfers In	8900-8929	62,340.00	0.00%	62,340.00	0.00%	62,340.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		2,151,430.00	0.04%	2,152,366.00	0.04%	2,153,329.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				609,216.00		618,354.00
b. Step & Column Adjustment				9,138.00		11,130.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	609,216.00	1.50%	618,354.00	1.80%	629,484.00
2. Classified Salaries						
a. Base Salaries				499,935.00		522,432.00
b. Step & Column Adjustment				22,497.00		20,897.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	499,935.00	4.50%	522,432.00	4.00%	543,329.00
3. Employee Benefits	3000-3999	643,801.00	1.44%	653,075.00	1.41%	662,262.00
4. Books and Supplies	4000-4999	69,204.00	0.00%	69,204.00	0.00%	69,204.00
5. Services and Other Operating Expenditures	5000-5999	525,380.00	0.00%	525,380.00	0.00%	525,380.00
6. Capital Outlay	6000-6999	94,255.00	0.00%	94,255.00	0.00%	94,255.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	49,428.00	0.00%	49,428.00	0.00%	49,428.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		2,491,219.00	1.64%	2,532,128.00	1.63%	2,573,342.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(339,789.00)		(379,762.00)		(420,013.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,273,770.00		1,933,981.00		1,554,219.00
2. Ending Fund Balance (Sum lines C and D1)		1,933,981.00		1,554,219.00		1,134,206.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	500.00		500.00		500.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	92,485.00		92,485.00		92,485.00
d. Assigned	9780	50,000.00		50,000.00		50,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	250,000.00		232,000.00		232,000.00
2. Unassigned/Unappropriated	9790	1,540,996.00		1,179,234.00		759,221.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		1,933,981.00		1,554,219.00		1,134,206.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. County School Service Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	250,000.00		232,000.00		232,000.00
c. Unassigned/Unappropriated	9790	1,540,996.00		1,179,234.00		759,221.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2e)		1,790,996.00		1,411,234.00		991,221.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		71.89%		55.73%		38.52%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For counties that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?						
	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. County Office's Total Expenditures and Other Financing Uses						
Used to determine the reserve standard percentage level on line F3d (Line B11, plus line F1b2 if line F1a is No)						
		2,491,219.00		2,532,128.00		2,573,342.00
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)						
		2,491,219.00		2,532,128.00		2,573,342.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)						
		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)						
		2,491,219.00		2,532,128.00		2,573,342.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 8 for calculation details)						
		5%		5%		5%
e. Reserve Standard - By Percent (Line F3c times F3d)						
		124,560.95		126,606.40		128,667.10
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 8 for calculation details)						
		71,000.00		71,000.00		71,000.00
g. Reserve Standard (Greater of Line F3e or F3f)						
		124,560.95		126,606.40		128,667.10
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)						
		YES		YES		YES

Description	2019-20 Actual	2020-21 Budget	% Diff.
SELPA Name: Sierra County (AW)			
Date allocation plan approved by SELPA governance:			
I. TOTAL SELPA REVENUES			
A. Base Plus Taxes and Excess ERAF			
1. Base Apportionment			0.00%
2. Local Special Education Property Taxes			0.00%
3. Applicable Excess ERAF			0.00%
4. Total Base Apportionment, Taxes, and Excess ERAF	0.00	0.00	0.00%
B. COLA Apportionment			
C. Growth Apportionment or Declining ADA Adjustment			
D. Subtotal (Sum lines A.4, B, and C)			
	0.00	0.00	0.00%
E. Program Specialist/Regionalized Services Apportionment			
F. Program Specialist/Regionalized Services for NSS Apportionment			
G. Low Incidence Apportionment			
H. Out of Home Care Apportionment			
I. Extraordinary Cost Pool for NPS/LCI and NSS Mental Health Services Apportionment			
			0.00%
J. Adjustment for NSS with Declining Enrollment			
			0.00%
K. Grand Total Apportionment, Taxes and Excess ERAF (Sum lines D through J)			
	0.00	0.00	0.00%
L. Mental Health Apportionment			
			0.00%
M. Federal IDEA Local Assistance Grants - Preschool			
			0.00%
N. Federal IDEA - Section 619 Preschool			
			0.00%
O. Other Federal Discretionary Grants			
			0.00%
P. Other Adjustments			
			0.00%
Q. Total SELPA Revenues (Sum lines K through P)			
	0.00	0.00	0.00%
II. ALLOCATION TO SELPA MEMBERS			
Sierra County Office of Education (AW00)			
			0.00%
Sierra-Plumas Joint Unified (AW01)			
			0.00%
Total Allocations (Sum all lines in Section II) (Amount must equal Line I.Q)			
	0.00	0.00	0.00%
Preparer Name: <u>Nona Griesert</u>			
Title: <u>Business Manager</u>			
Phone: <u>530-993-1660, x-120</u>			

Current LEA: 46-10462-0000000 Sierra County Office of Education		
Selected SELPA: AW		(Enter a SELPA ID from the list below then save and close)
POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
AW	Sierra County	

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 COUNTY SCHOOL SERVICE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					60,120.00	0.00		
Fund Reconciliation							0.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	1,870.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
16 FOREST RESERVE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	58,250.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

July 1 Budget
2019-20 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
62 CHARTER SCHOOLS ENTERPRISE FUND							0.00	0.00
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
63 OTHER ENTERPRISE FUND							0.00	0.00
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
66 WAREHOUSE REVOLVING FUND							0.00	0.00
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
67 SELF-INSURANCE FUND							0.00	0.00
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
71 RETIREE BENEFIT FUND							0.00	0.00
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND							0.00	0.00
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail								
Fund Reconciliation					0.00			
76 WARRANT/PASS-THROUGH FUND							0.00	0.00
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND							0.00	0.00
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	0.00	0.00	60,120.00	60,120.00	0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 COUNTY SCHOOL SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					62,340.00	0.00		
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	4,090.00		
12 CHILD DEVELOPMENT FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation					0.00	0.00		
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
16 FOREST RESERVE FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation					0.00	58,250.00		
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation						0.00		
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
21 BUILDING FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
25 CAPITAL FACILITIES FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00						
Fund Reconciliation					0.00	0.00		
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation					0.00	0.00		
57 FOUNDATION PERMANENT FUND								
Expenditure Detail								
Other Sources/Uses Detail	0.00	0.00	0.00	0.00				
Fund Reconciliation						0.00		

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	0.00	0.00	62,340.00	62,340.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

A. STANDARD: Projected County Operations Grant average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	County Operations Grant ADA		
3.0%	0	to	6,999
2.0%	7,000	to	59,999
1.0%	60,000	and over	

County Office ADA (Form A, Estimated Funded ADA column, Line B5):

County Office County Operations Grant ADA Standard Percentage Level:

1A-1. Calculating the County Office's County Operations Grant ADA Variances

DATA ENTRY: Enter the County Operations Grant Funded ADA in the Original Budget column for all fiscal years. All other data are extracted or calculated

Fiscal Year	County Operations Grant Funded ADA		ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
	Original Budget (Form A, Line B5)	Estimated/Unaudited Actuals		
Third Prior Year (2017-18)	16.70	400.18	N/A	Met
Second Prior Year (2018-19)	16.83	15.99	5.0%	Not Met
First Prior Year (2019-20)	14.39	16.26	N/A	Met

1A-2. Comparison of County Office County Operations Grant ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected County Operations Grant ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Projected County Operations Grant ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

1. CRITERION: Average Daily Attendance (continued)

B. STANDARD: Projected ADA for county operated programs for any of the budget year or two subsequent fiscal years has not increased from the historical average from the three prior fiscal years by more than two percent (2%) each year.

1B-1. Calculating the County Office's Historical Average Projected ADA for County Operated Programs

DATA ENTRY: All data are extracted or calculated.

Average Daily Attendance (Form A, Estimated Actuals, Funded ADA)

Fiscal Year	County and Charter School Alternative Education Grant ADA (Form A, Lines B1d and C2d)	District Funded County Program ADA (Form A, Line B2g)	County Operations Grant ADA (Form A, Line B5)	Charter School ADA and Charter School Funded County Program ADA (Form A, Lines C1 and C3f)
Third Prior Year (2017-18)	0.01	17.35	400.18	0.00
Second Prior Year (2018-19)	0.01	412.42	15.99	0.00
First Prior Year (2019-20)	0.00	20.43	16.26	0.00
Historical Average:	0.01	150.07	144.14	0.00

County Office's County Operated Programs ADA Standard:

Budget Year (2020-21) (historical average plus 2%):	0.01	153.07	147.02	0.00
1st Subsequent Year (2021-22) (historical average plus 4%):	0.01	156.07	149.91	0.00
2nd Subsequent year (2022-23) (historical average plus 6%):	0.01	159.07	152.79	0.00

1B-2. Calculating the County Office's Projected ADA for County Operated Programs

DATA ENTRY: Budget year data will be extracted from Form A. Enter the remaining data in each of the 1st and 2nd Subsequent Years. If Form MYP exists, County Operations Grant ADA will be extracted for the two subsequent fiscal years.

Average Daily Attendance (Form A, Estimated Funded ADA)

Fiscal Year	County and Charter School Alternative Education Grant ADA (Form A, Lines B1d and C2d)	District Funded County Program ADA (Form A, Line B2g)	County Operations Grant ADA (Form A, Line B5)	Charter School ADA and Charter School Funded County Program ADA (Form A, Lines C1 and C3f)
Budget Year (2020-21)	0.00	20.43	16.26	0.00
1st Subsequent Year (2021-22)	0.00	20.43	16.26	0.00
2nd Subsequent Year (2022-23)	0.00	20.43	16.26	0.00
Status:	Met	Met	Met	Met

1B-3. Comparison of County Office Projected County Operated Programs ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected ADA for county operated programs has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the county office's gap funding or its cost-of-living adjustment (COLA)¹ plus or minus one percent.

For excess property tax counties, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

¹ County offices that are already at or above their LCFF target funding level receive no gap funding. These county offices have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

2A. County Office's LCFF Revenue Standard

Indicate which standard applies:

- LCFF Revenue
- Excess Property Tax/Minimum State Aid

The County office must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

2A-1. Calculating the County Office's LCFF Revenue Standard

DATA ENTRY: Section I, enter applicable data for all fiscal years. Section I-a is completed by a county office funded at Target, and Section I-b is completed by a county office funded at Hold Harmless. Section II, enter data in Step 2b1 for all fiscal years. Section III, all data are extracted or calculated. Section IV, enter data in Step 1a for the two subsequent fiscal years, Step 2b1 for all fiscal years, and Step 2b3 for current year only. All other data are extracted or calculated.

NOTE: Enter data in Section I, Line c1 and Section IV only if the county office has charter school funded county program ADA corresponding to financial data reported in Fund 01. Due to the full implementation of LCFF, gap funding is no longer applicable. Regardless of the standard selected, criterion 2A-1 must be completed to obtain the total change in population and funding level.

Projected LCFF Revenue

Select County Office's LCFF revenue funding status:

- At Target If status is at target, then COLA amount in Step 2b2 is used in Step 2c in Sections II and III.
- Hold Harmless If status is hold harmless, then amount in Step 2c is zero in Sections II and III.

Status: At Target

I. LCFF Funding

- a. COE funded at Target LCFF
 - a1. COE Operations Grant
 - a2. COE Alternative Education Grant
- b. COE funded at Hold Harmless LCFF
- c. Charter Funded County Program
 - c1. LCFF Entitlement
- d. Total LCFF
(Sum of a or b, and c)

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a1. COE Operations Grant				
a2. COE Alternative Education Grant				
b. COE funded at Hold Harmless LCFF				
c1. LCFF Entitlement				
d. Total LCFF (Sum of a or b, and c)	0.00	0.00	0.00	0.00

II. County Operations Grant

Step 1 - Change in Population

- a. ADA (Funded)
(Form A, line B5 and Criterion 1B-2)
- b. Prior Year ADA (Funded)
- c. Difference (Step 1a minus Step 1b (At Target) or 0 (Hold Harmless))
- d. Percent Change Due to Population
(Step 1c divided by Step 1b)

a. ADA (Funded) (Form A, line B5 and Criterion 1B-2)	16.26	16.26	16.26	16.26
b. Prior Year ADA (Funded)		16.26	16.26	16.26
c. Difference (Step 1a minus Step 1b (At Target) or 0 (Hold Harmless))		0.00	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	0.00%	0.00%

Step 2 - Change in Funding Level

- a. Prior Year LCFF Funding
(Section I-a1 (At Target) or Section I-b (Hold Harmless), prior year column)
- b1. COLA percentage (if COE is at target)
- b2. COLA amount (proxy for purposes of this criterion)
- c. Total Change (Step 2b2 (At Target) or 0 (Hold Harmless))
- d. Percent Change Due to Funding Level
(Step 2c divided by Step 2a)

a. Prior Year LCFF Funding (Section I-a1 (At Target) or Section I-b (Hold Harmless), prior year column)	0.00		0.00	0.00
b1. COLA percentage (if COE is at target)				
b2. COLA amount (proxy for purposes of this criterion)	0.00		0.00	0.00
c. Total Change (Step 2b2 (At Target) or 0 (Hold Harmless))	0.00		0.00	0.00
d. Percent Change Due to Funding Level (Step 2c divided by Step 2a)		0.00%	0.00%	0.00%

Step 3 - Weighted Change in Population and Funding Level

a. Percent change in population and funding level (Step 1d plus Step 2d)	0.00%	0.00%	0.00%
b. LCFF Percent allocation (Section I-a1 divided by Section I-d (At Target) or Section I-b divided by Section I-d (Hold Harmless))	0.00%	0.00%	0.00%
c. Weighted Percent change (Step 3a x Step 3b)	0.00%	0.00%	0.00%

III. Alternative Education Grant

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines B1d, C2d, and Criterion 1B-2)	0.00	0.00	0.00	0.00
b. Prior Year ADA (Funded)		0.00	0.00	0.00
c. Difference (Step 1a minus Step 1b)		0.00	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	0.00%	0.00%

Step 2 - Change in Funding Level

a. Prior Year LCFF Funding (Section I-a2 (At Target) or Section I-b (Hold Harmless), prior year column)	0.00	0.00	0.00	0.00
b1. COLA percentage (if COE is at target) (Section II-Step 2b1)	0.00%	0.00%	0.00%	0.00%
b2. COLA amount (proxy for purposes of this criterion)	0.00	0.00	0.00	0.00
c. Total Change (Step 2b2 (At Target) or 0 (Hold Harmless))	0.00	0.00	0.00	0.00
d. Percent Change Due to Funding Level (Step 2c divided by Step 2a)	0.00%	0.00%	0.00%	0.00%

Step 3 - Weighted Change in Population and Funding Level

a. Percent change in population and funding level (Step 1d plus Step 2d)	0.00%	0.00%	0.00%
b. LCFF Percent allocation (Section I-a2 divided by Section I-d (At Target) or Section I-b divided by Section I-d (Hold Harmless))	0.00%	0.00%	0.00%
c. Weighted Percent change (Step 3a x Step 3b)	0.00%	0.00%	0.00%

IV. Charter Funded County Program

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, line C3f)	0.00	0.00		
b. Prior Year ADA (Funded)		0.00	0.00	0.00
c. Difference (Step 1a minus Step 1b)		0.00	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	0.00%	0.00%

Step 2 - Change in Funding Level

a. Prior Year LCFF Funding (Section I-c1, prior year column)	0.00	0.00	0.00	0.00
b1. COLA percentage				
b2. COLA amount (proxy for purposes of this criterion)	0.00	0.00	0.00	0.00
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)	0.00%	0.00%	0.00%	0.00%

Step 3 - Weighted Change in Population and Funding Level

a. Percent change in population and funding level (Step 1d plus Step 2c)	0.00%	0.00%	0.00%
b. LCFF Percent allocation (Section I-c1 divided by Section I-d)	0.00%	0.00%	0.00%
c. Weighted Percent change (Step 3a x Step 3b)	0.00%	0.00%	0.00%

V. Weighted Change

a. Total weighted percent change (Step 3c in sections II, III and IV)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	0.00%	0.00%	0.00%

LCFF Revenue Standard (line V-a, plus/minus 1%):

-1.00% to 1.00%	-1.00% to 1.00%	-1.00% to 1.00%
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2B. Alternate LCFF Revenue Standard - Excess Property Tax / Minimum State Aid

DATA ENTRY: If applicable to your county office, input data in the 1st and 2nd Subsequent Years for projected local property taxes; all other data are extracted or calculated.

Excess Property Tax or Minimum State Aid County Office Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Projected local property taxes (Form 01, Objects 8021 - 8089)	67,414.00	67,414.00	67,414.00	67,414.00
Excess Property Tax/Minimum State Aid Standard (Percent change over previous year, plus/minus 1%):		N/A	N/A	N/A

2C. Calculating the County Office's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Years for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	874,217.00	805,845.00	806,781.00	807,744.00
County Office's Projected Change in LCFF Revenue:		-7.82%	0.12%	0.12%
Standard:		-1.00% to 1.00%	-1.00% to 1.00%	-1.00% to 1.00%
Status:		Not Met	Met	Met

2D. Comparison of County Office LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

Budget year 2020/21 LCFF revenue has been reduced by 0% COLA and deficit factor of (7.92%) due to Governor's May Revise planning factors.

3. CRITERION: Salaries and Benefits

STANDARD: Projected total salaries and benefits for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year amount by more than the change in funded COLA plus or minus five percent.

3A. Calculating the County Office's Salaries and Benefits Standard Percentages

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. County Office's Change in Funding Level (Criterion 2C):	-7.82%	0.12%	0.12%
2. County Office's Salaries and Benefits Standard (Line 1, plus/minus 5%):	-12.82% to -2.82%	-4.88% to 5.12%	-4.88% to 5.12%

3B. Calculating the County Office's Projected Change in Salaries and Benefits

DATA ENTRY: If Form MYP exists, Salaries and Benefits for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Percent Change Over Previous Year	Status
First Prior Year (2019-20)			
Budget Year (2020-21)	1,582,885.00		
1st Subsequent Year (2021-22)	1,752,952.00	10.74%	Not Met
2nd Subsequent Year (2022-23)	1,793,861.00	2.33%	Met
	1,835,075.00	2.30%	Met

3C. Comparison of County Office Change in Salaries and Benefits to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected ratio(s) of salary and benefit costs to total expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:
(required if NOT met)

The increase in Salaries and Benefits for Budget Year 2020/21 is due to several factors. A high percentage of staff are moving across the step and column increases in salaries for the budget year in both certificated and classified staffing along with the corresponding benefits. We do not anticipate this level of increase in the other out years.

4. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the change in funded COLA plus or minus ten percent.

For each major object category, changes that exceed the percentage change in the funded COLA plus or minus five percent must be explained.

4A. Calculating the County Office's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. County Office's Change in Funding Level (Criterion 2C):	-7.82%	0.12%	0.12%
2. County Office's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-17.82% to 2.18%	-9.88% to 10.12%	-9.88% to 10.12%
3. County Office's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-12.82% to -2.82%	-4.88% to 5.12%	-4.88% to 5.12%

4B. Calculating the County Office's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 4A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the county office's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change is Outside Explanation Range
----------------------------	--------	--------------------------------------	--

Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)

First Prior Year (2019-20)	162,256.00		
Budget Year (2020-21)	173,924.00	7.19%	Yes
1st Subsequent Year (2021-22)	173,924.00	0.00%	No
2nd Subsequent Year (2022-23)	173,924.00	0.00%	No

Explanation:
(required if Yes)

Budget year 20-21 estimated award increase for SRSA funds. Flat project in 21/22 and 22/23 out years.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2019-20)	861,327.00		
Budget Year (2020-21)	788,028.00	-8.51%	No
1st Subsequent Year (2021-22)	788,028.00	0.00%	No
2nd Subsequent Year (2022-23)	788,028.00	0.00%	No

Explanation:
(required if Yes)

Carryover amounts in 20-21 have been removed from the adopted budget.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2019-20)	321,293.00		
Budget Year (2020-21)	321,293.00	0.00%	Yes
1st Subsequent Year (2021-22)	321,293.00	0.00%	No
2nd Subsequent Year (2022-23)	321,293.00	0.00%	No

Explanation:
(required if Yes)

Budget year 20/21 and both out years are projected flat, no increase or decrease anticipated.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2019-20)	92,311.00		
Budget Year (2020-21)	69,204.00	-25.03%	Yes
1st Subsequent Year (2021-22)	69,204.00	0.00%	No
2nd Subsequent Year (2022-23)	69,204.00	0.00%	No

Explanation:
(required if Yes)

Budget year 20-21 expenditures have been reviewed and reduced to increase accuracy of anticipated expenditures and reduce deficit spending.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2019-20)	651,890.00		
Budget Year (2020-21)	525,380.00	-19.41%	Yes
1st Subsequent Year (2021-22)	525,380.00	0.00%	No
2nd Subsequent Year (2022-23)	525,380.00	0.00%	No

Explanation:
(required if Yes)

Budget year 20-21 expenditures have been reviewed and reduced to increase accuracy of anticipated expenditures and reduce deficit spending.

4C. Calculating the County Office's Change in Total Operating Revenues and Expenditures (Section 4A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
----------------------------	--------	--------------------------------------	--------

Total Federal, Other State, and Other Local Revenue (Section 4B)

First Prior Year (2019-20)	1,344,876.00		
Budget Year (2020-21)	1,283,245.00	-4.58%	Met
1st Subsequent Year (2021-22)	1,283,245.00	0.00%	Met
2nd Subsequent Year (2022-23)	1,283,245.00	0.00%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Section 4B)

First Prior Year (2019-20)	744,201.00		
Budget Year (2020-21)	594,584.00	-20.10%	Not Met
1st Subsequent Year (2021-22)	594,584.00	0.00%	Met
2nd Subsequent Year (2022-23)	594,584.00	0.00%	Met

4D. Comparison of County Office Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 4B if the status in Section 4C is not met; no entry is allowed below.

1a. STANDARD MET - Projected other operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
Federal Revenue
(linked from 4B
if NOT met)

Explanation:
Other State Revenue
(linked from 4B
if NOT met)

Explanation:
Other Local Revenue
(linked from 4B
if NOT met)

1b. STANDARD NOT MET - Projected total operating expenditures changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 4B above and will also display in explanation box below.

Explanation:
Books and Supplies
(linked from 4B
if NOT met)

Budget year 20-21 expenditures have been reviewed and reduced to increase accuracy of anticipated expenditures and reduce deficit spending.

Explanation:
Services and Other Exps
(linked from 4B
if NOT met)

Budget year 20-21 expenditures have been reviewed and reduced to increase accuracy of anticipated expenditures and reduce deficit spending.

5. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the county office is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52066(d)(1) and 17002(d)(1).

Determining the County Office's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the county office to deposit into the account a minimum amount equal to or greater than three percent of the total unrestricted general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: All data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

	Budgeted Unrestricted Expenditures and Other Financing Uses (Form 01, Resources 0000-1999, Objects 1000-7999)	3% Required Minimum Contribution (Unrestricted Budget times 3%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
Ongoing and Major Maintenance/Restricted Maintenance Account	1,239,495.00	37,184.85	0.00	Not Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input checked="" type="checkbox"/>	Not applicable (county office does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

6. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources), as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the county office's available reserves¹ as a percentage of total expenditures and other financing uses², in two out of three prior fiscal years.

6A. Calculating the County Office's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2017-18)	Second Prior Year (2018-19)	First Prior Year (2019-20)
1. County Office's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	203,000.00	252,000.00	252,000.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	2,453,902.66	2,132,711.07	1,877,421.00
d. Negative County School Service Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	2,656,902.66	2,384,711.07	2,129,421.00
2. Expenditures and Other Financing Uses			
a. County Office's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	2,029,510.52	2,525,134.37	2,515,128.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	2,029,510.52	2,525,134.37	2,515,128.00
3. County Office's Available Reserve Percentage (Line 1e divided by Line 2c)	130.9%	94.4%	84.7%
County Office's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	43.6%	31.5%	28.2%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the County School Service Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the County School Service Fund.

² A county office of education that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

6B. Calculating the County Office's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2017-18)	115,710.80	1,024,054.06	N/A	Met
Second Prior Year (2018-19)	(325,483.59)	1,502,474.24	21.7%	Met
First Prior Year (2019-20)	(214,815.00)	1,175,881.00	18.3%	Met
Budget Year (2020-21) (Information only)	(339,789.00)	1,239,495.00		

6C. Comparison of County Office Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

7. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted county school service fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	County Office Total Expenditures and Other Financing Uses ²	
1.7%	0	to \$6,317,999
1.3%	\$6,318,000	to \$15,794,999
1.0%	\$15,795,000	to \$71,078,000
0.7%	\$71,078,001	and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

² A county office of education that is the Administrative Unit of a Special Education Local Plan Area may exclude from its expenditures the distribution of funds to its participating members.

County Office's Expenditures and Other Financing Uses (Criterion 8A1), plus SELPA Pass-through (Criterion 7A2b) if Criterion 7A, Line 1 is No:

County Office's Fund Balance Standard Percentage Level:

7A. Calculating the County Office's Special Education Pass-through Exclusions (only for county offices that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For county offices that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude pass-through funds distributed to SELPA members from the calculations for fund balance and reserves?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): _____

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223):	0.00		

7B. Calculating the County Office's Unrestricted County School Service Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted County School Service Fund Beginning Balance ³ (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2017-18)	2,636,456.00	2,698,357.86	N/A	Met
Second Prior Year (2018-19)	2,539,269.00	2,814,068.66	N/A	Met
First Prior Year (2019-20)	2,231,194.00	2,488,585.00	N/A	Met
Budget Year (2020-21) (Information only)	2,273,770.00			

³ Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

7C. Comparison of County Office Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- STANDARD MET - Unrestricted county school service fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

8. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts as applied to total expenditures and other financing uses²:

Percentage Level ³	County Office Total Expenditures and Other Financing Uses ³	
5% or \$71,000 (greater of)	0	to \$6,317,999
4% or \$316,000 (greater of)	\$6,318,000	to \$15,794,999
3% or \$632,000 (greater of)	\$15,795,000	to \$71,078,000
2% or \$2,132,000 (greater of)	\$71,078,001	and over

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the County School Service Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the County School Service Fund.

² A county office of education that is the Administrative Unit of a Special Education Local Plan Area may exclude from its expenditures the distribution of funds to its participating members.

³ Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 2574), rounded to the nearest thousand.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
County Office's Expenditures and Other Financing Uses (Criterion 8A1), plus SELPA Pass-through (Criterion 7A2b) if Criterion 7A, Line 1 is No:	2,491,219	2,532,128	2,573,342
County Office's Reserve Standard Percentage Level:	5%	5%	5%

8A. Calculating the County Office's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for line 1 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	2,491,219.00	2,532,128.00	2,573,342.00
2. Plus: Special Education Pass-through (Criterion 7A, Line 2b if Criterion 7A, Line 1 is No)	0.00		
3. Total Expenditures and Other Financing Uses (Line A1 plus Line A2)	2,491,219.00	2,532,128.00	2,573,342.00
4. Reserve Standard Percentage Level	5%	5%	5%
5. Reserve Standard - by Percent (Line A3 times Line A4)	124,560.95	126,606.40	128,667.10
6. Reserve Standard - by Amount (From percentage level chart above)	71,000.00	71,000.00	71,000.00
7. County Office's Reserve Standard (Greater of Line A5 or Line A6)	124,560.95	126,606.40	128,667.10

8B. Calculating the County Office's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts

(Unrestricted resources 0000-1999 except lines 4, 8, and 9):

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. County School Service Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. County School Service Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	250,000.00	232,000.00	232,000.00
3. County School Service Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	1,540,996.00	1,179,234.00	759,221.00
4. County School Service Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. County Office's Budgeted Reserve Amount (Lines B1 thru B7)	1,790,996.00	1,411,234.00	991,221.00
9. County Office's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 8A, Line 3)	71.89%	55.73%	38.52%
County Office's Reserve Standard (Section 8A, Line 7):	124,560.95	126,606.40	128,667.10
Status:	Met	Met	Met

8C. Comparison of County Office Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your county office have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your county office have ongoing county school service fund expenditures in the budget in excess of one percent of the total county school service fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your county office have large non-recurring county school service fund expenditures that are funded with ongoing county school service fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your county office have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the county school service fund to restricted resources in the county school service fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the county school service fund to cover operating deficits in either the county school service fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the county school service fund operational budget.

County Office's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the County Office's Projected Contributions, Transfers, and Capital Projects that may Impact the County School Service Fund

DATA ENTRY: If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the 1st and 2nd Subsequent Years. Click the appropriate button for Item 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted County School Service Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2019-20)	(293,975.00)			
Budget Year (2020-21)	(289,266.00)	(4,709.00)	-1.6%	Met
1st Subsequent Year (2021-22)	(309,478.00)	20,212.00	7.0%	Met
2nd Subsequent Year (2022-23)	(330,031.00)	20,553.00	6.6%	Met
1b. Transfers In, County School Service Fund *				
First Prior Year (2019-20)	60,120.00			
Budget Year (2020-21)	62,340.00	2,220.00	3.7%	Met
1st Subsequent Year (2021-22)	62,340.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	62,340.00	0.00	0.0%	Met
1c. Transfers Out, County School Service Fund *				
First Prior Year (2019-20)	0.00			
Budget Year (2020-21)	0.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the county school service fund operational budget?

No

* Include transfers used to cover operating deficits in either the county school service fund or any other fund.

S5B. Status of the County Office's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There are no capital projects that may impact the county school service fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded.

Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the County Office's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your county office have long-term (multiyear) commitments?
(If No, skip item 2 and sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Criterion S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2020
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
				16,910

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
TOTAL:				16,910

Type of Commitment (continued)	Prior Year (2019-20) Annual Payment (P & I)	Budget Year (2020-21) Annual Payment (P & I)	1st Subsequent Year (2021-22) Annual Payment (P & I)	2nd Subsequent Year (2022-23) Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds				
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	9,861			

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2019-20) Annual Payment (P & I)	Budget Year (2020-21) Annual Payment (P & I)	1st Subsequent Year (2021-22) Annual Payment (P & I)	2nd Subsequent Year (2022-23) Annual Payment (P & I)
Total Annual Payments:	9,861	0	0	0
Has total annual payment increased over prior year (2019-20)?	No	No	No	No

S6B. Comparison of County Office's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. NO - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes to increase
in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. NO - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and, indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the County Office's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your county office provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the county office's OPEB:
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the county office's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or government fund

	Self-Insurance Fund	Government Fund
	92,485	

4. OPEB Liabilities

a. Total OPEB liability	103,374.00
b. OPEB plan(s) fiduciary net position (if applicable)	
c. Total/Net OPEB liability (Line 4a minus Line 4b)	103,374.00
d. Is total OPEB liability based on the county office's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Jun 30, 2018

Data must be entered.

5. OPEB Contributions

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	10,349.00	13,703.00	13,703.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	0.00	0.00	0.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	19,993.00	19,993.00	19,993.00
d. Number of retirees receiving OPEB benefits	1	1	1

S7B. Identification of the County Office's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your county office operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section 7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the county office, including details for each such as level of risk retained, funding approach, basis for the valuation (county office's estimate or actuarial valuation), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

--

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The county office of education must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the California Department of Education (CDE) with an analysis of the cost of the settlement and its impact on the operating budget.

The CDE shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the governing board and the county superintendent of schools.

S8A. Cost Analysis of County Office's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	4.6	5.0	5.0	5.0

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have not been filed with the CDE, complete questions 2-4.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 5 and 6.

No prior year unsettled negotiations. The negotiations for the current budget year 20-21 have not been initiated.

Negotiations Settled

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

[]

3. Period covered by the agreement:

Begin Date: [] End Date: []

4. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	[]	[]	[]

One Year Agreement

Total cost of salary settlement	[]	[]	[]
% change in salary schedule from prior year or	[]	[]	[]

Multiyear Agreement

Total cost of salary settlement	[]	[]	[]
% change in salary schedule from prior year (may enter text, such as "Reopener")	[]	[]	[]

Identify the source of funding that will be used to support multiyear salary commitments:

[]

Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits

7,413

6. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
121,901	127,996	134,396
86.0%	86.0%	86.0%
5.0%	5.0%	5.0%

Certificated (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		
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Certificated (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
15,230	15,610	16,000
2.5%	2.5%	2.5%

Certificated (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
No	No	No
No	No	No

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of County Office's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	9.5	10.2	10.2	10.2

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have not been filed with the CDE, complete questions 2-4.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 5 and 6.

No prior year unsettled negotiations. The negotiations for the current budget year 20-21 have not been initiated.

Negotiations Settled

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

3. Period covered by the agreement:

Begin Date:

End Date:

4. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits

6.621

6. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
85,926	90,222	94,733
95.0%	95.0%	95.0%
5.0%	5.0%	5.0%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
22,497	23,509	24,567
4.5%	4.5%	4.5%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
No	No	No
No	No	No

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of County Office's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	5.6	5.6	5.6	5.6

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

No prior year unsettled negotiations. The negotiations for the current budget year 20-21 have not been initiated.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

6,011

4. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	8,245	8,657	9,090
Percent of H&W cost paid by employer	91.0%	91.0%	91.0%
Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step & column adjustments	14,233	14,660	15,100
Percent change in step & column over prior year	3.0%	3.0%	3.0%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
Total cost of other benefits	5,400	5,400	5,400
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Local Control and Accountability Plan (LCAP)

Confirm that the county office of education's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the county office of education's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

2. Adoption date of the LCAP or an update to the LCAP.

S10. LCAP Expenditures

Confirm that the county office of education's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the county office of education's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A8 except item A3, which is automatically completed based on data in Criterion 1.

- A1. Do cash flow projections show that the county office will end the budget year with a negative cash balance in the county school service fund?

- A2. Is the system of personnel position control independent from the payroll system?

- A3. Is the County Operations Grant ADA decreasing in both the prior fiscal year and budget year? (Data from Criterion 1, Sections 1B-1 and 1B-2, County Operations Grant ADA column, are used to determine Yes or No)

- A4. Are new charter schools operating in county office boundaries that impact the county office's ADA, either in the prior fiscal year or budget year?

- A5. Has the county office entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

- A6. Does the county office provide uncapped (100% employer paid) health benefits for current or retired employees?

- A7. Does the county office have any reports that indicate fiscal distress? (If Yes, provide copies to CDE)

- A8. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

New Superintendent, James Berardi, effective September 2019.

End of County Office Budget Criteria and Standards Review

Sierra County/Sierra-Plumas Joint USD

Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans
BP 0470

COVID-19 MITIGATION PLAN

Note: The following policy is intended for use during the coronavirus (COVID-19) pandemic and supersedes conflicting provisions in other district policies and administrative regulations, thereby eliminating the need to temporarily revise multiple policies. When the Governing Board determines, consistent with state and local orders from health officials, that the need for this policy no longer exists, the following policy should be removed from the district's policy manual.

Due to the unexpected nature of the pandemic, the evolving circumstances, and rapidly changing information about the virus, the topics covered in this policy may not be directly addressed in current law. Therefore, the policy presents options and best practices for districts as they reopen school campuses following extended closures due to the COVID-19 pandemic. Districts are encouraged to consult with local health officials, staff, students, parents/guardians, neighboring school districts, and the county office of education in comprehensive planning for safe operations following campus reopening.

This policy involves a number of working conditions that are often addressed in collective bargaining agreements and, as such, may be subject to negotiations with employee organizations.

Resources that provide additional information, such as applicable state and local guidelines from health officials, school schedules, handwashing instructions, and specific personal protective equipment (PPE) requirements, may be attached as exhibits to augment this policy and should be periodically reviewed and updated as necessary.

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 5141.22 - Infectious Diseases)

(cf. 9310 - Board Policies)

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

Note: Stay-at-home orders, restrictions on social gatherings, and PPE requirements and their impact on the opening and closing of school campuses will vary based on local conditions. CSBA strongly recommends that districts consult state and local health officials for guidance on decisions regarding the opening and closing of school campuses.

The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction. The Board's decision to reopen school campuses for classes, before or after school programs, child care centers, and/or preschool programs shall be made in consultation with state and local health officials, the county office of education,

and neighboring school districts. The district shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Prior to the return to on-campus teaching and learning, the Superintendent or designee shall provide to students, parents/guardians, and staff current information about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, the current recommendations from the state and local departments of public health, and any other information and/or resources to prepare for a safe return to on-campus teaching and learning. The Superintendent or designee shall also provide information on the processes and protocols the district will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6020 - Parent Involvement)

Student Support

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

(cf. 0415- Equity)

As school campuses reopen, staff shall provide a caring and nurturing educational environment for students. The district may provide instruction on social-emotional well-being to all students, including information on how to deal with stress and anxiety in healthy ways and the importance of emotional well-being for academic success.

(cf. 6142.8 - Comprehensive Health Education)

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

As needed, the district may provide referrals of students and families to basic needs assistance or social services, and may assess students for eligibility for the free and reduced-price meal program or assistance under the McKinney-Vento Homeless Assistance Act.

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee may provide information to staff and parents/guardians regarding how to provide mental health support to students. The Superintendent or designee may also provide counseling to staff who are experiencing emotional difficulties as a result of COVID-19.

Instruction/Schedules

Note: Until COVID-19 is no longer a concern, schools may offer instruction through one of three prevailing approaches: (1) return to full on-campus instruction with social distancing/PPE requirements and modified schedules, (2) continue exclusively with distance learning, or (3) use a hybrid approach that incorporates both on-campus instruction and distance learning. To accomplish any approach that uses on-campus instruction while maintaining social distancing may require the implementation of staggered schedules, such as having half the students on campus one week followed by the other half the following week, having grades 1-3 on campus on Monday and Wednesday and grades 4-6 on Tuesday and Thursday, or teaching elementary students on campus while secondary students use distance learning.

The following section reflects a hybrid approach, which may be the most practical for the majority of districts, and should be revised to reflect district practice.

The district shall offer a combination of on-campus instruction and distance learning to meet the needs of all students.

(cf. 6157 - Distance Learning)

(cf. 6158 - Independent Study)

The Superintendent or designee shall work with school principals, teachers, other staff, students, and parents/guardians to recommend to the Board a schedule of on-campus instruction for each school. If all students cannot attend on-campus instruction for the entire school day due to space limitations as a result of social distancing requirements, the Superintendent or designee shall consider arrangements for rotating groups of students, such as on a daily or weekly basis, and/or shall provide on-campus instruction to students with the greatest need for in-person supervision.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Priority for on-campus instruction shall be given to the lowest performing students, students with disabilities, elementary level students, students at risk of child abuse and neglect, homeless students, foster youth, and English learners. To the extent practicable, the district shall also consider the needs of essential workers, as designated in the Governor's executive orders, for child care during normal school hours.

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

On-campus instruction may be prioritized for subjects that are difficult to deliver through distance learning, such as laboratory science, art, or career technical education.

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the district may

supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Appropriate training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

Evaluation of Academic Progress Following Campus Closure

Note: Pursuant to the Governor's Executive Order N-30-20, administration of the California Assessment of Student Performance and Progress was waived in spring 2020 due to the COVID-19 pandemic. Districts will need to use other measures to evaluate students' academic progress during that period of campus closure.

Upon return to on-campus instruction following an extended campus closure, the Superintendent or designee shall evaluate the impact of the campus closure on students' academic progress. Such evaluation may:

1. Address student-specific needs arising from the transition back into on-campus instruction
2. Consider whether or not a student has experienced a regression of skills and/or lack of progress
3. If regression and/or a lack of progress is present, identify opportunities for recovery, including supplemental educational services and/or new or different support services
(*cf. 6179 - Supplemental Instruction*)

For students with disabilities, the evaluation of academic progress shall also be used to determine whether an additional or revised individualized education program (IEP) or Section 504 plan is needed for the student to be academically successful when returning to on-campus instruction. The Superintendent or designee may prioritize urgent student need in scheduling initial and triennial assessments and annual IEP meetings. The Superintendent or designee shall ensure district compliance with all procedural timelines for IEPs and Section 504 plans as required, unless amended by executive order.

(*cf. 6159 - Individualized Education Program*)

(*cf. 6159.1 - Procedural Safeguards and Complaints for Special Education*)

(*cf. 6164.6 - Identification and Education Under Section 504*)

Grading

Note: The district may select or revise any of the items below to reflect district practice. The California Department of Education's (CDE) FAQs on Grading and Graduation Requirements, available on its web site, includes an appendix on Distance Learning Grading Guidance for Teachers which contains a non-exhaustive list of options for assigning final grades for spring 2020 for courses interrupted by COVID-19 and the resulting school closures. Those options are only applicable to final semester grades and may not necessarily apply to shorter periods of campus closure. Grading policies for the 2020-21 school year may be dependent on the date that campuses reopen and/or whether campuses need to be reclosed for an extended period at any time during the year.

Also see CSBA's Sample School Board Resolution on Grading During Emergency School Closures.

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
2. Assignment of pass/no pass grades for all courses
3. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means
(*cf. 5121 - Grades/Evaluation of Student Achievement*)

Health Screening of Students

Note: The following **optional** paragraph reflects recommendations in the Centers for Disease Control and Prevention's (CDC) [Interim Guidance for Schools and Day Camps](#) to conduct temperature checks and/or visual checks of students before they enter the school. CDC recommends that persons who have a fever of 100.4 degrees or above or exhibit other signs of illness not be admitted to the facility.

Temperature checks may also be conducted before students board a school bus. If not practical, districts should implement social distancing on school buses as provided in the section "Social Distancing" below and may require students to wear PPE on the bus as provided in the section "Personal Protective Equipment and Hygiene Practices" below.

To the extent feasible, students shall be screened for COVID-19 symptoms before boarding a school bus and/or upon arrival at school each day. The Superintendent or designee shall work with local health officials to determine the appropriate means of screening, which may include temperature checks with a no-touch thermometer.

If the screening indicates a fever or other COVID-19 symptoms, or if the student exhibits symptoms at any time during the school day, the student shall be placed in a supervised isolation area until the student's parent/guardian is contacted and the student can be transported home or to a health care facility. School staff may provide the parent/guardian with referrals to school or community health centers for further testing.

(*cf. 5141 - Health Care and Emergencies*)

(*cf. 5141.3 - Health Examinations*)

(*cf. 5141.6 - School Health Services*)

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed

with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

Students who are identified as being in a high-risk population for serious complications from COVID-19 because of a medical condition may request assessment and accommodations under Section 504 and/or an alternative instructional method that allows the student to continue receiving instruction off campus.

Note: Pursuant to Education Code 48205, student absences due to illness or quarantine are considered excused absences. 5 CCR 306 authorizes the school to require a satisfactory explanation from a student's parent/guardian whenever the student is absent. Pursuant to 5 CCR 421, the Board may adopt policy or a resolution establishing reasonable methods for verifying student absences, and absences due to illness or quarantine may be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or other qualified district employee assigned to make such verification. See AR 5113 - Absences and Excuses for verification methods authorized by the district.

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

(cf. 5113 - Absences and Excuses)

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the principal or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

(cf. 6154 - Homework/Makeup Work)

Note: Pursuant to the Governor's Executive Order N-26-20, districts are not penalized for failure to offer regular school days when campuses are closed due to COVID-19. Although districts are not required to record daily attendance for apportionment purposes when campuses are closed, CDE's FAQs for 2019 Novel Coronavirus encourage districts to track participation and engagement in distance learning at such times. As campuses reopen, districts should follow state guidance, when issued, pertaining to attendance accounting.

The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The district employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the district and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or attendance supervisor shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

Social Distancing

Note: Public health officials from the California Department of Public Health (CDPH), CDC, and World Health Organization recommend social distancing to help stop or slow the spread of COVID-19. Social distancing requires creating physical space between individuals and minimizing the size and number of gatherings as much as possible. It is generally recommended that space between individuals be at least six feet whenever possible.

In order to maintain a campus environment that allows for social distancing, the district shall assess the capacity of school facilities, including classrooms, cafeterias, multi-purpose rooms, gyms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the district may:

1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other
2. Stagger students in areas of high traffic, such as when students are using lockers, lining up for class, or passing between classes
3. Mark six-foot boundaries within classrooms, common areas, outdoor spaces, and places where students are likely to gather so that students and staff are more readily aware of and can more easily abide by social distancing requirements
4. Utilize restroom stalls and sinks in a manner that allows for social distancing, such as limiting the number of students and/or staff who may use the restroom at a time, blocking off every other stall or sink from use, and/or marking six-foot boundaries
5. Minimize the mixing of students from different classrooms in common spaces, such as in cafeterias and libraries
6. Conduct recess and physical education classes in a manner that allows for social distancing and minimizes the use of physical education equipment

Note: Item #7 is for use by districts that provide transportation for students. CDC's [Interim Guidance for Schools and Day Camps](#) presents examples of bus seating arrangements that may be established to meet the six-foot social distancing objectives, such as (1) seating one student to a bench on both sides of the bus, skipping every other row, and (2) seating one student to a bench, alternating rows on each side to create a zigzag pattern. Seats that must be left vacant should be marked or blocked.

7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives
(*cf. 3540 - Transportation*)
(*cf. 3543 - Transportation Safety and Emergencies*)
8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.
(*cf. 5142.2 - Safe Routes to School Program*)

Note: [CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering](#), issued March 16, 2020, states that gatherings that bring together people in a single room or single space at the same time, such as school sporting events, should be postponed or canceled until further guidance is released by CDPH. The Governor's [Resilience Roadmap](#) issued in spring 2020 establishes four stages for gradually reopening businesses and activities, with large gatherings generally withheld until stage 4.

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

Personal Protective Equipment and Hygiene Practices

Note: CDC's [Considerations for Schools](#) reinforces the value of using cloth face coverings to protect oneself and others, but recognizes that wearing face coverings in all-day settings such as school may be challenging for students, particularly younger students. CDC advises that face coverings be worn as feasible, but especially when social distancing is difficult.

It is also recommended that all staff should use cloth face coverings and that food service workers and other staff who are in routine contact with the public should wear gloves. However, requiring staff to use such equipment may be subject to collective bargaining. Districts are encouraged to review their collective bargaining agreements and applicable memoranda of understanding and consult with legal counsel before requiring staff to use facial coverings.

The Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the district shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Note: The following paragraph reflects a recommendation in CDC's [Considerations for Schools](#) and may be revised to reflect district practice.

Face coverings shall not be required for children younger than two years, or for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The district shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene

practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

(cf. 3510 - Green School Operations)

(cf. 3514.1 - Hazardous Substances)

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

The Superintendent or designee shall ensure that ventilation systems are operating properly and that air flow and ventilation within district facilities is increased, to the extent possible, by opening windows and doors and using fans and air conditioning. Garbage shall be removed daily and disposed of safely.

Food Services

The Superintendent or designee shall ensure that students have access to clean drinking water other than through a drinking fountain, and food which is procured, stored, and served in a manner that reduces the likelihood of COVID-19 transmission and follows state and national guidelines for nutrition.

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

For meals that are consumed on school grounds, the Superintendent or designee shall ensure that students will be able to maintain proper social distancing while eating. In order to do so, the Superintendent or designee may consider the consumption of meals in classrooms, gyms, the outdoors, and/or other district grounds.

Meal service shall also be available to students participating in distance learning, which may include and/or entirely consist of a "grab and go" service or delivery.

Due to the changing financial circumstances of many families as a result of COVID-19, the Superintendent or designee shall regularly provide information to students and parents/guardians regarding the free and reduced-price meal program, eligibility, and how to apply for the program.

(cf. 3553 - Free and Reduced Price Meals)

Staff

Note: The following section may be subject to negotiations with employee organizations.

Prior to reopening campuses, the Superintendent or designee shall review staff assignments and, upon request, may reassign employees to reduce exposure to the virus, especially for high-risk staff. When feasible for the position, employees may be granted a remote work assignment.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4113 - Assignment)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

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

Note: The Governor's Executive Order N-26-20 requires that districts continue to pay employees even if campuses close temporarily due to COVID-19. Furthermore, according to Office of Management and Budget Memorandum M-20-17, during extraordinary circumstances such as a pandemic which interrupts district operations, employees paid with federal grant funds can continue to be paid out of federal grant funds as long as other similarly situated employees paid with nonfederal funds are continuing to get compensated. See BP 4151/4251/4351 - Employee Compensation.

In the event that employees are unable to perform their duties due to partial or full closure of campuses, the Board shall compensate employees as permitted by law.

(cf. 4151/4251/4351 - Employee Compensation)

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

Note: Education Code 44978 and 45191 and Labor Code 245-249 establish minimum sick leave entitlements for district employees; see AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave. If an employee continues to be absent for up to five months after exhausting all available sick leave, the employee may be entitled to differential pay in accordance with Education Code 44977, 44983, and 45196. In addition, an employee may use leave granted by the Family and Medical Leave Act (FMLA) (29 USC 2601-2654) or California Family Rights Act (Government Code 12945.1-12945.2) for the employee's own serious health condition or to care for a child, spouse, or parent/guardian with a serious health condition; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work or telework because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

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

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Note: The remainder of this section reflects provisions for expanded leave granted by the federal Families First Coronavirus Response Act (P.L. 116-127).

29 USC 2601 provides up to 80 hours of paid sick leave for eligible employees for the reasons specified in items #1-6 below. Eligible employees are entitled to their regular rate of pay for leave taken pursuant to items #1-3 (up to \$511 per day and \$5,110 in total) or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 (up to \$200 per day or \$2,000 in total). The district must not require an employee to use other paid leave before the employee uses the paid sick leave granted under this Act.

Until December 31, 2020, an eligible employee may take paid sick leave for up to 80 hours, or the number of hours that a part-time employee works on average over a two-week period, if the employee is unable to work or telework because the employee is: (29 USC 2601)

1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis
4. Caring for an individual who is subject to a federal, state, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine
5. Caring for the employee's child whose school or child care provider is closed or unavailable for reasons related to COVID-19
6. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services

Employees shall be paid their regular rate of pay for leave taken pursuant to items #1-3 above, or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 above, within the limits specified in law. (29 USC 2601)

Note: Leave granted to an employee who needs to care for a child whose school or child care provider is closed due to COVID-19 (item #5 above) may be extended pursuant to 29 USC 2620. Employees must be restored to their position following such leave, unless the district has fewer than 25 employees and specified conditions are met.

For the purpose specified in item #5 above, eligible employees who have been employed by the district for at least 30 calendar days shall be granted extended leave for up to 12 work weeks upon request. The first 10 days of such leave shall be unpaid unless the employee uses accrued vacation leave, personal leave, sick leave, or paid sick leave granted pursuant to 29 USC 2601. After the first 10 days, the district shall pay not less than two-thirds of the employee's regular pay for the number of hours per week the employee normally works, with a maximum of \$200 per day and \$10,000 for the total period. Eligibility for extended leave for this purpose is subject to the employee's eligibility for leave pursuant to the Family and Medical Leave Act. (29 USC 2601, 2620)

Note: The following notice is available on the web site of the U.S. Department of Labor.

The district shall post, in conspicuous places where employee notices are customarily posted, a notice prepared by the U.S. Department of Labor regarding the requirements of 29 USC 2601 and 2620. (29 USC 2601)

Follow-Up with Infected Persons/Contact Tracing

The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.

Note: The following **optional** paragraph reflects a recommendation in CDC's [Interim Guidance for Schools and Day Camps](#) pertaining to contact-tracing.

If a student, family member of a student, or staff member has tested positive for COVID-19, the district shall assist local health officials in conducting contact-tracing to identify potentially exposed individuals and ask them to self-quarantine, which may include not participating in on-campus instruction. While maintaining the privacy of the infected person, the district shall inform other students and staff with whom the infected person may have had contact in school.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

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

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high-risk status.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

Community Relations

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

(cf. 1100 - Communication with the Public)

(cf. 1112 - Media Relations)

(cf. 9010 - Public Statements)

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all district protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

(cf. 1240 - Volunteer Assistance)

(cf. 1250 - Visitors/Outsiders)

Use of school facilities by persons or organizations for community purposes involving large gatherings shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may only grant an exception if the number of participants in the activity will be limited and the person or organization follows the processes and protocols established by the district to minimize the health risks associated with COVID-19.

(cf. 1330 - Use of School Facilities)

Potential Reclosure of Campus

Note: The following section reflects CDC's [Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare, and Respond to Coronavirus Disease 2019 \(COVID-19\)](#), which describes appropriate mitigation strategies based on the level of community transmission of COVID-19 and the presence of COVID-19 cases within a school. Such mitigation strategies may include closing campuses when the district determines, in consultation with state and local health officials, that keeping campuses open presents a risk to students, staff, and the community.

The district shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose school campuses for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.

If any person diagnosed with COVID-19 is known to have been in district building(s), the Superintendent or designee shall immediately notify local health officials to determine a course of action. The building should be closed until cleaning and disinfecting of the building can be completed and the district can consult with local health officials to determine, based on up-to-date information about the specific cases in the community, whether an extended closure is needed to stop or slow further spread of COVID-19.

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the district shall continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

*Legal Reference:*EDUCATION CODE

44978 Sick leave for certificated employees

45191 Leave of absence for illness and injury, classified employees

48205 Excused absences

48213 Prior parent notification of exclusion; exemption

48240 Supervisors of attendance

49451 Exemption from physical exam; exclusion from attendance

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12945.1-12945.2 California Family Rights Act

HEALTH AND SAFETY CODE

120230 Exclusion from attendance

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 2

11087-11098 California Family Rights Act

CODE OF REGULATIONS, TITLE 5

202 Exclusion from attendance

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended, especially:

2601 Paid sick leave

2620 Public health emergency leave

UNITED STATES CODE, TITLE 42

1760 Note National School Lunch program waivers addressing COVID-19

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

*Management Resources:*CSBA PUBLICATIONS*Sample School Board Resolution on Grading During Emergency School Closures*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*FAQs for 2019 Novel Coronavirus**FAQs on Grading and Graduation Requirements*CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS*CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, March 16, 2020**School Guidance on Novel Coronavirus or COVID-19, March 7, 2020*CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS*Considerations for Schools, rev. May 19, 2020**Interim Guidance for Schools and Day Camps, May 2020**Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare, and**Respond to Coronavirus Disease 2019 (COVID-19), March 25, 2020*OFFICE OF THE GOVERNOR PUBLICATIONS*Executive Order N-30-20, March 17, 2020**Executive Order N-26-20, March 13, 2020*OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS*Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the**Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020*U.S. DEPARTMENT OF LABOR POSTERS*Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under the Families First**Coronavirus Response Act*WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>California Department of Public Health: <https://www.cdph.ca.gov>Centers for Disease Control and Prevention: <https://www.cdc.gov/coronavirus/2019-ncov>Office of the Governor: <https://www.gov.ca.gov>Office of Management and Budget: <https://www.whitehouse.gov/omb>U.S. Department of Labor: <https://www.dol.gov>World Health Organization: <https://www.who.int>

CSBA POLICY GUIDE SHEET – June 23, 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/AR 3551 - Food Service Operations/Cafeteria Fund

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 265)** which provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that any student is required to receive an alternate meal. Policy also reflects a waiver granted by the U.S. Department of Agriculture extending the three-year Administrative Review cycle to a five-year cycle for school years 2017-18 through 2021-22. Regulation updated to reorganize the section on "Unpaid and Delinquent Meal Charges" to emphasize the prohibition against directing any action toward a student to collect unpaid school meal fees and reflect requirements, as amended by SB 265, to treat students with unpaid meal fees the same as other students.

BP 4112.2 - Certification

(BP revised)

Policy updated to clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option. Policy reflects Commission on Teacher Credentialing (CTC) Coded Correspondence stating that, if the district needs to hire a person who has been granted a credential waiver by CTC, that person must qualify for a "variable term waiver." Policy also expands section on "National Board for Professional Teaching Standards Certification" to add examples of incentives that may encourage teacher participation.

E 4112.9/4212.9/4312.9 - Employee Notifications

(E revised)

Exhibit updated to reflect **NEW LAWS** adding requirements to notify employees regarding the district's policy on lactation accommodation (**SB 142**) and the deadline to withdraw funds from a flexible spending account before the end of the plan year (**AB 1554**). Exhibit also revises the policy reference for the March 15 reelection notice for certificated employees, now addressed in BP 4116, and adds the requirement to notify the superintendent at least 45 days before the expiration of the employment contract of any decision not to reemploy the superintendent, as specified in BP 2121.

BP/AR 5141.52 - Suicide Prevention

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 1767)** which mandates age-appropriate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year. Policy reflects requirements to consult with specified stakeholders on policy development, coordinate with the county mental health plan whenever a referral is made for mental health or related services for a student in grades K-6 who is a Medi-Cal beneficiary, and ensure that employees act within the authorization and scope of their credential or license. Policy also reflects **NEW LAW (AB 34)** which requires the district, beginning in the 2020-21 school year, to post its suicide prevention policy in a prominent location on its web site. Regulation updated to move material regarding the printing of the national suicide hotline number on student identification cards to a new section. Regulation also adds an optional postvention strategy to identify and monitor students significantly affected by suicide and those at risk of imitative behavior.

BP/AR 5144.1 - Suspension and Expulsion/Due Process

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (SB 419)** which prohibits districts from suspending students in grades 4-8 for disrupting school activities or willfully defying the authority of school personnel. Policy also references **NEW LAW (AB 982)** which requires a district to provide a student who is suspended for two or more days with the homework assigned during the period of suspension. Regulation adds new section on "Additional Grounds for Suspension and Expulsion: Grades 9-12" reflecting the option to suspend, but not expel, a student in grades 9-12 for disruption or willful defiance.

BP/AR 6172.1 - Concurrent Enrollment in College Classes

(BP/AR ~~revised~~ *NEW*)

Policy updated to include exceptions in determining the five percent enrollment cap on the number of students at each grade level who may be recommended for community college summer session and to reflect **NEW LAW (AB 1729)** which extends such exceptions through January 1, 2027. Policy reflects **NEW LAW (SB 554)** which authorizes an adult education student pursuing a high school diploma or high school equivalency certificate to attend community college as a special part-time student. Policy and regulation add new sections for districts that wish to establish a College and Career Access Pathways (CCAP) partnership program, in which the board enters into an agreement with the governing board of a community college district to offer or expand dual enrollment opportunities for students who may not already be college bound or are unrepresented in higher education. Regulation clarifies the board's responsibility, whenever a community college class will be offered on a high school campus, to determine the time that the campus is considered open to the general public and available for members of the public to attend such a class at the high school.

Sierra County/Sierra-Plumas Joint USD

Board Policy

Business and Noninstructional Operations

BP 3551

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 meal charges, including 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 purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and 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: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin 10-2019 for information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

(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 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 to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. In addition, training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. CDE provides online training that meets these requirements; see 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~~ 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 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 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, which are paid from district funds other than the cafeteria fund, 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 SNP 11-2019.

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. 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.

(cf. 3553 - Free and Reduced Price Meals)

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.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 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 pursuant to Education Code 49557.5.

Note: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students whose parents/guardians have unpaid meal fees are not shamed or treated differently than other students. As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees. For further information about unpaid meal charges, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017.

In addition, 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.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or ~~serv~~denied a meal ~~that differs from~~of the ~~meal served to other students~~student's choice. (Education Code 49557, 49557.5)

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

(cf. 0415 - Equity)

Cafeteria Fund

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 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).

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 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. USDA Memorandum SP 38-2017 clarifies 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 the Memorandum, 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, 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~~reasonably available 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.

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, 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 except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA. See 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 unpaid meal charges, unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year.

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

38080-38086.1 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
 49550-49564.5 Meals for needy students, especially:
 49550.5 Universal breakfast
 49554 Contract for services
 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~~1793 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.317-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.~~31~~33 National School Lunch Program

220.1-220.~~21~~22 National School Breakfast Program

245.8 Nondiscrimination practices for students eligible for free and reduced price meals and free milk

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Paid Lunch Equity Requirement and Calculation Tool-Updated Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Paid Lunch Equity Requirement Senate Bill 250: Child Hunger Prevention and Calculation Tool Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-1205-2018, May/January 2018

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018

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

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

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

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 - FAQs

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, SP 29-2017, May 2017

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

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 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
Policy adopted: April 10, 2007

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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 provide breakfast and/or lunch free of charge to all students (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 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, 49557; 42 USC 1758, 1773; 7 CFR 245.8) 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. 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. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the California Department of Education's (CDE) Nutrition Services Division Management Bulletin and the USDA's "School Meals - FAQs" 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: 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 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*)

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, and shall open a new account as appropriate for a student whose account appears to have been misused.

(*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

Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/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.

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

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

Note: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the 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 and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

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 an agreement with a student's 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.

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

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 Bulletin 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 CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

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)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, 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 38093 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 Board of Education shall be recorded as income and expenditures of the cafeteria fund.~~ (Education Code 38090, 38093)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

Note: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

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~~ of and basis for the expenditure. (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 SP 60-2016, 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 as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Note: Pursuant to 7 CFR 210.14 and 220.7, 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. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.

Net cash resources in the nonprofit school food service shall not exceed three ~~months~~months' average expenditures. (7 CFR 210.14, 220.7)

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 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.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

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)

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

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Sierra County/Sierra-Plumas Joint USD

Board Policy

Certificated Personnel

BP 4112.2

CERTIFICATION

Note: Under the authority granted by Education Code 44252, the Commission on Teacher Credentialing (CTC) establishes standards and procedures for the issuance and renewal of multiple subject, single subject, education specialist, and other credentials, certificates, and permits and approves applications. Pursuant to Education Code 44251, a preliminary credential is generally valid for five years, during which time the employee must complete the requirements for the clear credential in order to continue to serve in a certificated position. The clear credential must be renewed every five years, but renewal does not require completion of additional coursework or service requirements.

Assignment to certain positions within the district may require additional qualifications. For example, see AR 4112.22 - Staff Teaching English Learners, AR 4112.23 - Special Education Staff, and BP/AR 4113 - Assignment.

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

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

(cf. 4112.21 - Interns)

(cf. 4112.22 - Staff Teaching English ~~Language~~-Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4113 - Assignment)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 5148 - Child Care and Development)

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

Note: To the extent possible, the district must hire a "fully prepared" teacher who holds a clear or preliminary teaching credential in the subject or setting of the assignment. The Board may authorize a fully credentialed teacher to serve in an assignment outside the area authorized by the credential if specified criteria are met; see BP/AR 4113 - Assignment and CTC's Credential Information Guide. When the district is unable to hire a fully credentialed teacher, Education Code 44225.7 permits the district to hire a candidate without those credentials in accordance with the hiring hierarchy provided in items #1-3 below.

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment, or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

Note: Pursuant to Education Code 44225.7, if a credentialed teacher is not available, priority for employment must be given to an individual who is enrolled in an approved intern program, as provided in item #1 below. CTC Coded Correspondence 13-01 clarifies that such an individual must possess a CTC-issued intern credential.

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

Note: Pursuant to Education Code 44225.7, next priority for filling a position should be for a candidate who is scheduled to complete preliminary credential requirements within six months, as provided in item #2 below. CTC Coded Correspondence 13-01 clarifies that such an individual must qualify for and obtain a provisional internship permit (PIP) or short-term staff permit (STSP).

Pursuant to 5 CCR 80021-80021.1, the district may employ persons with a PIP when the district has conducted a diligent search but has been unable to recruit a credentialed teacher, or an STSP when needed to immediately staff classrooms based on unforeseen circumstances. Each of these options requires the district to provide orientation, training, and/or guidance; see the accompanying administrative regulation.

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

Note: 5 CCR 80021.1 requires that a notice of intent to employ a person with a PIP be made public as described in the following paragraph. A copy of the agenda item and the Superintendent or designee's verification of the Governing Board's favorable action must be included as part of the application to the CTC along with other required verifications; see the accompanying administrative regulation.

The Board shall approve, as an action item at a publican open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

Note: Pursuant to Education Code 44225.7, when the district is unable to recruit a credentialed teacher or a teacher who meets the qualifications specified in items #1-2 above, it may request CTC to approve the assignment of a person who does not meet those criteria. According to CTC Coded Correspondence 13-01, such an individual would need to qualify for a "variable term waiver." For further information about variable term waivers, see CTC's Waiver Requests Guidebook and 5 CCR 80125.

3. An individual who holdshas been granted a credential waiver by the CTC

Note: Pursuant to 5 CCR 80023.2, 80026, and 80027-80027.1, the Board must annually approve a Declaration of Need for Fully Qualified Educators prior to hiring a person with an emergency permit or ~~for whom a credential waiver has been granted by the CTC~~ a limited assignment permit to teach outside the area of certification. The form for the Declaration of Need is available on CTC's web site. Pursuant to 5 CCR 80026, the Declaration of Need must be approved at a regularly scheduled public Board meeting and is valid for up to 12 months, expiring on June 30 following its submission to CTC.

Prior to requesting that the CTC issue an emergency permit ~~pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization or a limited assignment permit~~, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled ~~public~~ Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

Note: The Board encourages following optional section may be revised to reflect district practice. The National Board for Professional Teaching Standards (NBPTS) offers teachers to voluntarily complete a voluntary, rigorous advanced certification process to improve their practice as educators. Districts can encourage teacher participation by coordinating a cohort of teachers through school or district-based programs, their county office of education, or the requirements for the NBPTS Resource Center at Stanford University or other NBPTS support networks. A list of current NBPTS support networks can be found on the NBPTS web site.

Districts and schools may use U.S. Department of Education grant funds (e.g., Title I, Part A; Title II, Part A; Individuals with Disabilities Education Act, Part B), as well as district resources for beginning teachers, for costs associated with teachers pursuing, achieving, and maintaining National Board certification.

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
2. Providing substitute teachers to provide release time, fee support, a stipend upon completion, or other support to teachers for participating in the program.~~teachers~~

Parental Notifications

Note: The following section is for use by districts that receive federal Title I funds, and may be used or adapted by other districts at their discretion.

20 USC 6312 requires districts receiving federal Title I funds to provide the following annual notification to parents/guardians of students in any school receiving Title I funds. Such districts may choose to provide the same notification to all schools, regardless of whether or not they receive Title I funds.

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of ~~his/her~~ the teacher's certification
(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference:

EDUCATION CODE

8360-8370 *Qualifications of child care personnel*

32340-32341 *Unlawful issuance of a credential*

35186 *Complaints regarding teacher vacancy or misassignment*

44066 *Limitations on certification requirements*

44200-44399.1 *Teacher credentialing, especially:*

44250-44277 *Credential types; minimum requirements*

44300-44302 *Emergency permit*

44325-44328 *District interns*

44330-44355 *Certificates and credentials*

44420-44440 *Revocation and suspension of credentials*

44450-44468 *University intern program*

44830-44929 *Employment of certificated persons; requirement of proficiency in basic skills*

56060-56063 *Substitute teachers in special education*

CODE OF REGULATIONS, TITLE 5

80001-80674.6 *Commission on Teacher Credentialing*

UNITED STATES CODE, TITLE 20

6312 *Title I local educational agency plans; notifications regarding teacher qualifications*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.6148 *Parent notification regarding teacher qualifications*

COURT DECISIONS

Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing,

(1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 *Basic Skills Requirement*

CL-856 *Provisional Internship Permit*

CL 858 *Short-Term Staff Permit*

~~13-01~~ *Credential Information Guide*

Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016

Waiver Requests Guidebook, 2015

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS (continued)

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS

Considerations for Using Federal Funds to Support National Board Certification, 2018

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Commission on Teacher Credentialing, *Credential Information Guide (for employers' use only)*: <http://www.ctc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

National Board Resource Center: nbcaltstrong.net

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: October 14, 2014

revised: August 9, 2016

revised: June 23, 2020

Sierra County/Sierra-Plumas Joint USD

Exhibit

All Personnel

E 4112.9 ~ 4212.9 ~ 4312.9

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950; 2 CCR 11024	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	AR 6112	Public hearing on alternative schedule
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (<i>cfRA</i>); <i>obligation</i> to provide 30 days' notice of need for leave when possible
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

II. To Certificated Employees

To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to nonpermanent employees in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more by March 15 of employee's second consecutive year of employment By March 15 of employee's second year of employment, in districts that grant permanent status after two years	Education Code 44929.21	AR 4117.6 BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	Education Code 44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, procedures, and employee rights right to hearing, timeline for requesting hearing
To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying

To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
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IV. To Administrative/Supervisory Personnel

To superintendent , deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form

When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204; 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Exhibit version: April 11, 2017
revised: June 23, 2020

Sierra County/Sierra-Plumas Joint USD

Board Policy

Students

BP 5141.52

SUICIDE PREVENTION

Note: Education Code 215 mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. AB 1767 (Ch. 694, Statutes of 2019) amended Education Code 215 to mandate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year. The required components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's (CDE) Model Youth Suicide Prevention Policy developed pursuant to Education Code 215.

The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district.

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

Note: Pursuant to Education Code 215, as amended by AB 1767, the district's suicide prevention policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, for policy for grades K-6, the county mental health plan. According to CDE's Model Youth Suicide Prevention Policy, school-employed mental health professionals may include school counselors, psychologists, social workers, and nurses. CDE's model policy also includes consultation with administrators, other school staff, parents/guardians, students, local health agencies and professionals, law enforcement, and community organizations.

It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.

In developing policy and strategies for suicide prevention and intervention, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers, and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Note: Education Code 215, as amended by AB 1767, requires that the district's policy for students in grades K-6 be age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. The following paragraph is for use by districts that serve K-6 students, and may be revised as appropriate for the student population served by the district.

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

Note: Education Code 215, as amended by AB 1767, mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 may be revised to specify other categories of employees who will receive the training.

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, as described in the accompanying administrative regulation
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Note: Items #2-7 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
(cf. 6142.8 - Comprehensive Health Education)
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

Note: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Note: The following paragraph is for use by districts that serve students in grades K-6. Education Code 215, as amended by AB 1767, mandates that the district's policy for students in grades K-6 ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)
(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to ensure that the district's suicide prevention policies for grades K-6 and 7-12 be readily accessible in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-~~5883~~5886 Children's Mental Health Services ActCOURT DECISIONSCorales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSHealth Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008Health Framework for California Public Schools, Kindergarten Through Grade Twelve, ~~2003~~2019CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONSSchool Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONSPreventing Suicide: Guidelines for Administrators and Crisis Teams, 2015U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONSNational Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012Preventing Suicide: A Toolkit for High Schools, 2012WEB SITESAmerican Association of Suicidology: <http://www.suicidology.org>American Foundation for Suicide Prevention: <https://afsp.org>American Psychological Association: <http://www.apa.org>American School Counselor Association: <https://www.schoolcounselor.org>California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>California Department of Health Care Services, **Suicide Prevention Program:**<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx> Mental Health Services:<http://www.dhcs.ca.gov/services/MH>Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>National Association of School Psychologists: <https://www.nasponline.org>National Institute for Mental Health: <http://www.nimh.nih.gov>~~http://www.nimh.nih.gov~~**Suicide Prevention Resource Center:** <https://www.sprc.org/about-suicide> **Suicide Prevention Lifeline:**<https://suicidepreventionlifeline.org>Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy adopted: April 11, 2017

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Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Students

AR 5141.52

SUICIDE PREVENTION

Note: Education Code 215, as amended by AB 1767 (Ch. 694, Statutes of 2019), mandates policy on suicide prevention, intervention, and postvention for grades 7-12 and, beginning in the 2020-21 school year, for grades K-6. See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice.

Examples of suicide prevention strategies are also available in the California Department of Education's (CDE) Model Youth Suicide Prevention Policy, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP 5145.9 - Hate-Motivated Behavior.

Staff Development

Note: Education Code 215, as amended by AB 1767, mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. The following section may be revised to reflect district practice.

Education Code 216 requires CDE to identify evidence-based online training program(s), aligned with the requirements of Education Code 215, that districts can use to train students and staff. Additionally, dependent upon funds being appropriated in the annual Budget Act, CDE will provide grants, upon application, to county offices of education for the acquisition of such training programs to disseminate to districts at no cost.

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

Note: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below.

1. The higher risk of suicide among certain groups, including, but not limited to, students who are ~~bereaved~~impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning ~~youth~~

Note: Staff development may include training about individual risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from CDE, Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other agencies and organizations.

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors
(*cf. 5131.6 - Alcohol and Other Drugs*)
3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
(*cf. 5141.6 - School Health Services*)
(*cf. 6164.2 - Guidance/Counseling Services*)
7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed
8. District procedures for responding after a suicide has occurred

Instruction

Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health

education curriculum ~~at~~in an age appropriate ~~secondary grades~~manner and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors in oneself and others and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Develop coping and resiliency skills and self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Note: Education Code 215 mandates that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice.

In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student or others within in the school community. Also see BP 6164.2 - Guidance/Counseling Services.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

~~School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)~~

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

Note: The following paragraph is optional. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

Note: Education Code 215 mandates that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The National Association of School Psychologists, in its Preventing Suicide: Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school that emphasize the importance of students taking care of each other.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Regulation approved: April 11, 2017
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 revised: June 23, 2020

Sierra County/Sierra-Plumas Joint USD

Board Policy

Students

BP 5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. Education Code 48918 mandates the setting of rules and regulations for student expulsion as specified in this Board policy and the accompanying administrative regulation.

While recognizing that suspension or expulsion of students is sometimes necessary, legislative, administrative, regulatory, civic, and educational leaders are united in the belief that instructional time should be used for student learning purposes and that school discipline should be imposed in a way that, as much as possible, does not exclude students from school or limit their ability or opportunity to learn. According to the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, studies suggest a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance and diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehaviors.

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless the student has been subjected to other means of correction which have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel, the student, and the student's parent/guardian; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; and participation in a restorative justice program. For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline. Education Code 48900.5 authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911 requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.

Pursuant to Education Code 48913.5, as added by AB 982 (Ch. 779, Statutes of 2019), when a parent/guardian of a student in grades 1-12 who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher must provide such homework; see BP 6154 - Homework/Makeup Work.

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Note: Pursuant to Education Code 48900(s), a student may be subject to discipline only when the violation is related to a school activity or school attendance as specified below. A student may also be disciplined for a violation committed away from school if it is related to a school activity or to school attendance. For example, Education Code 48900 defines bullying by means of an electronic act as including an act that originates off campus; see the accompanying administrative regulation and BP/AR 5131.2 - Bullying. Another example is the hostile school environment which a victim may suffer from sexual harassment that occurs off campus; see BP/AR 5145.7 - Sexual Harassment.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
(*cf. 5112.5 - Open/Closed Campus*)
4. During, going to, or coming from a school-sponsored activity

Note: The following paragraph addresses the problem of unlawful discrimination in the administration of student discipline. In their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, DOJ and OCR noted that, based on the civil rights data collection conducted by OCR, students of certain racial or ethnic groups tended to be disciplined more, and sometimes more harshly, than their similarly situated peers in violation of federal nondiscrimination laws. The letter warned that any district determined to have engaged in unlawful discrimination could be subject to OCR investigation and significant remedial action.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.
(*cf. 0410 - Nondiscrimination in District Programs and Activities*)

Appropriate Use of Suspension Authority

Note: Education Code 48900.5 requires districts to use other means of correction instead of suspension or expulsion except when a student commits certain enumerated offenses. The following section reflects legislative intent regarding appropriate use of suspension as a means of disciplining students and may be modified to reflect district practice.

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: –Grades K-12" of the accompanying administrative regulation, or when his/her the student's presence causes a danger to others, suspension shall be

used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

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

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Note: As amended by SB 419 (Ch. 279, Statutes of 2019), Education Code 48900(k) prohibits a district from suspending students in grades K-8 for disruption or willful defiance beginning July 1, 2020.

A district may, but is not required to, suspend students in grades 9-12 for disruption or willful defiance. Even with this authority, districts should be careful in using these grounds, as available data have indicated a disproportionate use with certain student subgroups. Option 1 below is for use by any district that chooses to suspend students in grades 9-12 for disruption and/or willful defiance as authorized pursuant to Education Code 48900(k). Any district that chooses to eliminate disruption and willful defiance as reasons for suspending any of its students from school should select Option 2 below. Such districts should also delete the section titled "Additional Grounds for Suspension and Expulsion: Grades 9-12" in the accompanying administrative regulation.

Each option below reflects an exception granted to teachers pursuant to Education Code 48910 to suspend students, including a K-3 student, from class; see section "Suspension from Class by a Teacher" in the accompanying administrative regulation.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Note: The following **optional** paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students. Since these are not enumerated offenses, a district does not have the authority to suspend or expel students for committing any of these acts.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that, if the number of students suspended during the prior year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another on-campus progressive discipline program.

The following **optional** section is for use by districts implementing a supervised suspension classroom program. Such districts may continue to claim funding apportionments for students so assigned, provided they meet specific

criteria which are set forth under "Supervised Suspension Classroom" in the accompanying administrative regulation. A district does not receive funding for off-campus suspensions.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
(cf. 5131.7 - Weapons and Dangerous Instruments)
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation ~~under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12,"~~ the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

Note: Pursuant to Education Code 48917, the Board may decide to suspend the enforcement of an order for expulsion as long as a student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops.Cal.Atty.Gen. 85 (1997) that the enforcement of an expulsion order may be suspended even in those cases where the student has committed an offense for which expulsion is required by law. Legal counsel should be consulted as appropriate.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Note: The following paragraph is for use by districts that contract with the California Department of Education (CDE) to operate a California State Preschool Program. Education Code 8239.1 prohibits the expulsion or disenrollment of a child in a preschool program unless the district has taken specified steps and the child's continued enrollment would present a serious safety threat to the child or other enrolled children. For further details regarding the steps the district must take prior to expelling a child, see BP 5148.3 - Preschool/Early Childhood Education.

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.
(cf. 5148.3 - Preschool/Early Childhood Education)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

Note: Education Code 48900.8 and 48916.1 require the district to maintain data related to suspensions and expulsions as provided below. Pursuant to Education Code 48916.1, the Superintendent of Public Instruction may require submission of such data as part of the Federal Program Monitoring process. In addition, 20 USC 7961 requires districts to submit to CDE a description of the circumstances surrounding any expulsions based on bringing or possessing a firearm on campus, including the name of the school, the number of students expelled, and the type of firearms involved.

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to,

the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

Note: Pursuant to Education Code 52060, districts are required to address school climate in the local control and accountability plan, as measured by student suspension and expulsion rates and other local measures for each school and each numerically significant student subgroup. As defined in Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

8239.1 Prohibition against expulsion of preschool student

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

64000-64001 Consolidated application

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Employee time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<http://www2.ed.gov/about/offices/list/oese/osh>

SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Students

AR 5144.1

SUSPENSION AND EXPULSION/DUE PROCESS

Note: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of regular district practice regarding the approval of administrative regulations.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 **mandate** that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 **mandates** procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board of Education for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Note: The acts for which students may be suspended or expelled are specified in law, the following section, and the sections below titled "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local

control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments. Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
(cf. 3513.4 - Drug and Alcohol Free Schools)
(cf. 5131.6 - Alcohol and Other Drugs)
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew

packets, and betel, except that this restriction shall not prohibit a student from using or possessing ~~his/her own~~ prescription products (Education Code 48900(h))
(*cf.* 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

Note: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. See also BP 5131.2 - Bullying.

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to ~~himself/herself~~self or ~~his/her~~ property; cause the student to experience a substantially detrimental effect on ~~his/her~~ physical or mental health; or cause the student to experience substantial interferences with ~~his/her~~ academic performance or ability to participate in

or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Note: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12."

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in ~~items #1-3 of the section~~ "Additional Grounds for Suspension and Expulsion:- Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of ~~his/her~~ the student's age, or for a person of ~~his/her~~ the student's age ~~with his/her~~ and disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

Note: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time the crime was committed, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury is subject to suspension or expulsion as provided in item #1 above.

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

Note: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

As discussed in item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving items #1-3 below, Education Code 48900.2-48900.4 provide that only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. The interplay between "bullying" and items #1-3 can raise complex legal issues. Districts should consult legal counsel as appropriate.

~~4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k)) (cf. 5131.1 - Student Disturbances)~~

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she/the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)
(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)
(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Note: Pursuant to Education Code 48900(k), as amended by SB 419 (Ch. 279, Statutes of 2019), students in grades K-8 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 9-12 based on these grounds, the following section is for use only by districts that selected Option 1 in the section "Appropriate Use of Suspension Authority" in the accompanying Board policy. Districts that selected Option 2 in the accompanying Board policy, thereby prohibiting the use of these reasons for suspending students at any grade level, should delete the following section. None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910. See the section "Suspension from Class by a Teacher" below.

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

Suspension from Class by a Teacher

Note: The following section is **optional** and may be revised to reflect district practice. While Education Code 48900(k) prohibits a district from suspending students in grades K-8 for disruption or willful defiance, it still allows for a teacher to suspend a K-8 student on these grounds.

A teacher may suspend a student, ~~including a grade K-3 student,~~ from class for the remainder of the day and the following day for ~~disruption, willful defiance, or any of the other~~ acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: -Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, ~~he/she~~ the student shall be appropriately supervised during the class periods from which ~~he/she~~ the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, ~~he/she~~ the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which ~~he/she~~ the student was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" ~~and~~ for which ~~he/she~~ recommendation of expulsion is required ~~to recommend expulsion~~. (Education Code 48915(c))

Note: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if ~~he/she determines it is determined~~ that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: -Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

Note: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)
(*cf. 5125 - Student Records*)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, ~~he/she~~ the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)
(*cf. 6184 - Continuation Education*)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** -Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against ~~him/her~~the student, and shall be given the opportunity to present ~~his/her~~the student's version and evidence ~~in support of his/her~~ defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives ~~his/her~~the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Note: Item #2 below should be revised to reflect the district's processing and reporting procedures.

2. **Administrative Actions:**- All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:**- At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

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

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** -Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
- a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Note: When the student being considered for expulsion is a foster youth, Education Code 48911 and 48918.1 require the district to invite the student's attorney and an appropriate county child welfare agency representative to the meeting specified above. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students." To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth.

- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
(*cf. 6173.1 - Education for Foster Youth*)

Note: Pursuant to Education Code 48918.1, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)
(*cf. 6173 - Education for Homeless Children*)

Note: The following optional paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her the student in school.

Suspension by the Board

Note: The following optional section reflects the Board's authority to suspend students from school pursuant to Education Code 48912. In practice, it is impractical for boards to directly exercise this authority since

circumstances warranting suspension usually require quick and sometimes immediate action which may not be possible for a board due to legal requirements for taking board actions, such as having a meeting.

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12"~~and,~~ "Additional Grounds for Suspension and Expulsion: -Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session)

The Board shall provide the student and ~~his/her~~ parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

Note: The following **optional** section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting ~~his/her~~the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, ~~he/she~~ the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication ~~for his/her use~~ or other medication prescribed ~~for him/her~~ by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Note: Education Code 48918 mandates that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether ~~he/she~~ the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the

hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

Note: The following section is **optional** and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive the right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult legal counsel as appropriate.

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and ~~his/her~~ parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or ~~his/her~~ parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and ~~his/her~~ parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of ~~his/her~~ the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and ~~his/her~~ parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

Note: Education Code 48918.5 **mandates** the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, ~~he/she~~ the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of ~~his/her~~ the right to: (Education Code 48918.5)

1. Receive five days' notice of ~~his/her~~ the scheduled testimony at the hearing
2. Have up to two adult support persons ~~of his/her choosing~~ present at the hearing at the time ~~he/she~~ the witness testifies
3. Have a closed hearing during the time ~~he/she~~ the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Note: Education Code 48918 mandates the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

Note: Prior to conducting an expulsion hearing to determine whether a foster youth should be expelled, Education Code 48918.1 requires the district to notify the student's attorney and a representative of an appropriate county child welfare agency, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

Note: Education Code 48918 mandates that the Board adopt procedures that include the following items. Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to ~~have his/her testimony heard~~ testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In Woodbury v. Dempsey, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases. In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are

district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** -Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: -Grades K-12"-and," "Additional Grounds for Suspension and Expulsion: -Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult legal counsel as appropriate.

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

5. **Testimony by Complaining Witnesses:-** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/herthe testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she findswho is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/shethe complaining witness may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally innormal school hours, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from ~~his/her school-of-attendance~~, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Note: For districts that use a hearing officer or administrative panel, Education Code 48918 mandates that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

Note: Pursuant to Education Code 48918, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to the student's prior school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by ~~his/her~~the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Note: Education Code 48918 mandates that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Note: 20 USC 7961 requires the district, in the consolidated application for federal funding, to provide an assurance that it will comply with the state requirement to expel, for a period not less than one year, any student who brings a firearm to school or possesses a firearm at school.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Note: The following paragraph is optional. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: -Grades K-12-," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: -Grades 4-12" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and ~~his/her~~ parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are **optional** and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and ~~his/her~~ willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: ~~Grades K-12~~," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: ~~Grades 4-12~~" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of ~~his/her~~the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Note: Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities). When submitting the consolidated application for federal funding, the district must provide assurance that it has adopted a policy requiring referral to the criminal justice system or juvenile delinquency system of any student who brings a firearm or weapon to a school. The following section fulfills this requirement.

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

Note: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends

or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school. Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension
(*cf. 6158 - Independent Study*)
(*cf. 6185 - Community Day School*)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion:- Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Note: Education Code 48916 mandates that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board ~~his/her~~ recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

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

Regulation approved: April 10, 2007

revised: August 9, 2011

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Sierra County/Sierra-Plumas Joint USD

Board Policy

Instruction
BP 6172.1

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

Note: The following **optional** policy may be revised to reflect district practice. Education Code 48800-48802 and 76000-76004 authorize enrollment in community college courses as an option for a limited number of district students to benefit from advanced scholastic or career technical work.

The following policy does not address requirements pertaining to early or middle college high schools established pursuant to Education Code 11300-11302. These programs provide students an opportunity to achieve two years of college credit at the same time they are earning a high school diploma, and are targeted toward student groups that historically have below-average high school and college graduation rates (e.g., low-income, at-risk, English learner, and minority students). Districts that offer such a program may revise the following policy to reflect program goals and requirements.

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements and/or participate in career technical education (CTE), and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

(cf. 6143 - Courses of Study)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

Note: The following paragraph is **optional**. Education Code 51225.3 provides that completion of postsecondary courses may be used as an alternative means of satisfying high school graduation requirements when approved by the Governing Board. See BP 6146.11 - Alternative Credits Toward Graduation. Pursuant to Education Code 48800, 76001, and 76003, a student will receive credit for community college courses that the student completes at the level determined appropriate by the Board and the governing board of the community college district.

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

Approval of Concurrent Enrollment

Note: Although the Board may approve students for postsecondary classes in accordance with Education Code 48800 and 48800.5, the decision to admit a student into a postsecondary class rests with the college. Pursuant to Education Code 76002, a community college may restrict the admission of special part-time or full-time students based on age, completion of a specified grade level, and/or demonstrated eligibility for instruction using assessment methods and procedures approved by the Board of Governors of the California Community Colleges. Education Code 76001 requires that community colleges assign a low enrollment priority to special part-time or full-time students in order to ensure that they do not displace regularly admitted students.

The following **optional** paragraph may be revised to reflect criteria for approval established by the Board.

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is

determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to attend a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Note: Education Code 48800 provides a five percent enrollment cap on the number of students at each grade level who may be recommended for community college summer session. However, this enrollment cap does not include a student who is enrolled in a college-level lower division general education course or a career technical education (CTE) course leading to a degree or certificate in the subject area, if the course meets the criteria specified in Education Code 48800. Pursuant to Education Code 48800, as amended by AB 1729 (Ch. 784, Statutes of 2019), such exceptions are operative through January 1, 2027.

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at the school of attendance. (Education Code 48800)

A student's parent/guardian, regardless of the student's age or grade level, may petition the Board to authorize special full-time attendance at a community college on the ground that the student would benefit from advanced scholastic or career technical work that would be available. If the petition is denied, an appeal may be filed with the County Board of Education. (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Board shall issue its written recommendation and the reasons for the denial at its next regularly scheduled Board meeting that falls at least 30 days, but within 60 days, after the request has been submitted. (Education Code 48800, 48800.5)

Note: The following **optional** paragraph is for districts that offer an adult education program. Pursuant to Education Code 52620, as added by SB 554 (Ch. 528, Statutes of 2019), an adult education student pursuing a high school diploma or a high school equivalency certificate may be allowed to attend a community college as a special part-time student.

The Board may authorize a student who is pursuing a high school diploma or a high school equivalency certificate through an adult education program, upon recommendation of the administrator of the student's adult school, to attend a community college during any session or term as a special part-time student. (Education Code 52620)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6200 - Adult Education)

College and Career Access Pathways Partnerships

Note: The following **optional** section is for districts that wish to establish a College and Career Access Pathways (CCAP) program at one or more high schools. Education Code 76004 authorizes the Board to enter into a CCAP agreement with the governing board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education. The goals of such programs are to develop seamless pathways from high school to community college for CTE or preparation for transfer, improve high school graduation rates, and/or help achieve college and career readiness. Pursuant to Education Code 76004, as amended by SB 586 (Ch. 529, Statutes of 2019), the Board must present, invite public input, and take action on the proposed agreement at an open Board meeting.

As a condition of adopting a CCAP agreement which provides for CTE pathways, Education Code 76004, as amended by SB 586, requires the Board and the governing board of the community college district to consult with and consider input from the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs.

For further information about CCAP requirements, see the accompanying administrative regulation.

The Board may enter into a College and Career Access Pathways (CCAP) partnership agreement with the board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students. The agreement shall be approved at an open public Board meeting, with an opportunity for public input provided prior to the Board taking action. If the CCAP agreement provides for CTE pathways, the Board shall consult with and consider input from appropriate local workforce board(s) to determine the extent to which the pathways are aligned with regional and statewide employment needs. (Education Code 76004)

Program Evaluation

Note: The following **optional** section should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's program.

The Superintendent or designee shall regularly report to the Board regarding the number and demographics of district students participating in the concurrent enrollment option, their success in completing college preparatory courses ("a-g" courses) and postsecondary courses, and any impact on their achievement in district courses and graduation rates.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11300-11302 Early and middle college high schools

42238.02 Definition of unduplicated student

46141 Minimum day, high school

46145-46147 Minimum day, high school

48800-48802 Enrollment of gifted students in community college

51225.3 Alternative means of satisfying graduation requirements

52620 Adult education and attendance at community college

76000-76004 Enrollment in community college

76140 No community college fee/tuition for special part-time students

87010 Definition of sex offense

87011 Definition of controlled substance offense

Management Resources:

WEB SITES

California Community Colleges: <http://www.cccco.edu>

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

California Postsecondary Education Commission: <http://www.cpec.ca.gov>

California State University: <http://www.calstate.edu>

Foundation for California Community Colleges: <https://foundationccc.org>

University of California: <http://www.universityofcalifornia.edu>

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Policy adopted: June 23, 2020

Sierra County/Sierra-Plumas Joint USD

Administrative Regulation

Instruction
AR 6172.1

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

Credit

Note: Education Code 51225.3 authorizes the Governing Board to grant credit for postsecondary courses as an alternative means of satisfying high school graduation requirements. See BP 6146.11 - Alternative Credits Toward Graduation. Pursuant to Education Code 48800, 76001, and 76003, a student shall receive credit for community college courses that the student completes at the level determined appropriate by the Board and the governing board of the community college district.

Pursuant to Education Code 76004, a special part-time student participating in a College and Career Access Pathways (CCAP) partnership agreement may enroll in up to 15 units per term if specified circumstances are satisfied. See the section "College and Career Access Pathways Partnerships" below.

Unless enrolled as part of a College and Career Access Pathways (CCAP) partnership agreement in which students are authorized to take up to 15 units per term in a community college, as described below, district students enrolled in a community college as special part-time students may enroll in up to 11 units per semester, or the equivalent. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the district and the community college governing board. (Education Code 48800, 76001, 76004)
(cf. 6146.11 - Alternative Credits Toward Graduation)

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

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits, whether the credits count towards high school graduation requirements, and whether the course would need to be completed again during the college years to satisfy college graduation requirements.

To receive district credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.
(cf. 5125 - Student Records)

College and Career Access Pathways Partnerships

Note: The following **optional** section is for districts that have entered into a CCAP agreement with the board of a community college district. For further information about approval of the CCAP agreement, see the accompanying Board policy.

The district may enter into a CCAP agreement, in accordance with Education Code 76004, which includes terms regarding course offerings, student eligibility, protocols for sharing information, joint facilities use, and staff qualifications.

A copy of the CCAP agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the agreement. (Education Code 76004)

Only courses that provide career technical education or preparation for transfer, assist in improving high school graduation rates, or help high school students achieve college and career readiness shall be offered, and physical education courses shall not be provided. (Education Code 76004)

Students may enroll in up to 15 units of community college courses per term if all of the following circumstances are satisfied: (Education Code 76004)

1. The units constitute no more than four community college courses per term.
2. The units are part of an academic program that is part of a CCAP agreement.
3. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

Note: As amended by AB 30 (Ch. 510, Statutes of 2019). Education Code 76004 requires only one parental consent and principal recommendation for the duration of the student's participation.

A high school student shall submit one parental consent form and principal recommendation for the duration of the student's concurrent enrollment under a CCAP partnership. (Education Code 76004)

The district shall report information annually to the office of the Chancellor of the California Community Colleges as specified in Education Code 76004.

Minimum School Day

The minimum day of attendance in district schools shall be 180 minutes for any student who is enrolled part-time in a community college and any student in grades 11-12 who is enrolled part-time in the California State University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

(cf. 6112 - School Day)

A student enrolled full-time at a community college shall be exempted from full-time attendance in the district's regular education program. (Education Code 48800.5)

(cf. 5112.1 - Exemptions from Attendance)

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

Community College Classes on High School Campus

Note: The following **optional** section is for use by districts that maintain high schools. Education Code 76002 details criteria that must be satisfied before the community college district can claim state apportionment for high school students, including the fact that any community college class offered on a high school campus cannot be held during the time the campus is closed to the general public, as defined by the Board at a regularly scheduled meeting. The Board should adopt a resolution or policy language specifying the time periods at which community college classes may be offered and open to the general public. Boards that adopt such a resolution or policy should establish procedures for members of the general public who are enrolled in community college classes to register immediately upon entering school buildings or grounds, and may want to review their policies regarding visitors to campus, student and staff safety, and campus security, including BP/AR 0450 - Comprehensive Safety Plan, BP/AR 1250 - Visitors/Outsiders, BP/AR 3515 - Campus Security, BP/AR 4157/4257/4357 - Employee Safety, and BP/AR 5142 - Safety.

If a community college class is to be offered at a district high school campus, the class shall be held during the time the campus is open to the general public as determined by the Governing Board. Members of the public who are enrolled in community college class(es) shall register immediately upon entering school buildings or grounds.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

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

(cf. 5142 - Safety)

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