

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

August 11, 2020

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

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

Zoom link: <https://us02web.zoom.us/j/84833658904>
Phone dial-in: 669 900 9128 Meeting ID: 848 3365 8904

*Any individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing.
Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at Sierra County Office of Education, Room 3, 109 Beckwith Road, Loyalton, CA, 96118, and posted with the online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5).*

A. CALL TO ORDER

Please be advised that this meeting will be recorded.

B. ROLL CALL

C. APPROVAL OF AGENDA

D. INFORMATION/DISCUSSION ITEMS

1. Superintendent’s Report

- a. School Re-Opening Plans for August 26, 2020 (In-Service August 24-25)
- b. Plan for Rescinding Layoff Notices
- c. Board of Supervisors/CARES Act
- d. Assembly Bill 1384
- e. Most Recent Inter-District Variance Requests (see table below)

New/Renewal	School Year	Grade Entering	District of Residence	Receiving District	Reason Given by Requestor	Backup Documentation Received?
Renewal	2020-21	10	SPJUSD	Washoe	Proximity to schools	n/a
Renewal	2020-21	12	SPJUSD	TTUSD	Work in Truckee	Yes
New	2020-21	3	SPJUSD	Camptonville	Proximity to school	n/a
New	2020-21	3	SPJUSD	Camptonville	Proximity to school	n/a
New	2020-21	1	SPJUSD	Camptonville	Proximity to school	n/a
Renewal	2020-21	7	Plumas	SPJUSD	Work in Sierra County	Yes
Renewal	2020-21	9	Plumas	SPJUSD	Work in Sierra County	Yes
Renewal	2020-21	10	Plumas	SPJUSD	Work in Sierra County	Yes

2. Business Report

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

3. Staff Reports (5 minutes)

4. SPTA Report (5 minutes)

5. Board Member Reports (5 minutes)

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

E. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held July 14, 2020**
2. Approval of Board Report-Checks Dated 07/01/2020 through 07/31/2020**
3. Approval of 2020-2021 SPJUSD Certificated Substitute List**
4. Approval of Assignment to Teach Core Subjects out of Credential Authorization for the 2020-2021 School Year*
5. Approval of Consolidated Application for 2020-2021**

F. ACTION ITEMS

1. New Business

PUBLIC HEARING – Declaration of Need for Fully Qualified Educators

- a. Public Hearing to receive public comment regarding the Declaration of Need for Fully Qualified Educators for the 2020-2021 School Year (Item b)
- b. Approval of Declaration of Need for Fully Qualified Educators for the 2020-2021 School Year. *A diligent search to recruit fully prepared teacher(s) was made and an insufficient number of certificated persons met the Sierra-Plumas Joint Unified School District's employment criteria for the position(s)***
- c. Approval of the CBEST Waiver for Substitute Teachers *(The Sierra-Plumas JUSD has been unable to recruit enough day-to-day substitute teachers who have not had an opportunity to take and pass all sections of the California Basic Educational Skills Test. The District anticipates employing no greater than three (3) day-to-day substitutes on variable term CBEST waiver for the 2020-2021 school year)^*
- d. Acceptance of resignation for Michelle Clemo, Cafeteria Worker, Loyalton Elementary School, .50 FTE, effective August 28, 2020**
- e. Acceptance of resignation for Michelle Clemo, Bus Driver, .469 FTE, effective August 28, 2020**
- f. Authorization to fill Cafeteria Worker, Loyalton Elementary School, .50 FTE
- g. Authorization to fill Bus Driver, .469 FTE
- h. Authorization to fill 4-6 Combo Teacher, Downieville Schools, 1.0 FTE
- i. Approval of assignment of Benjamin Raymond, 4-6 Combo Teacher, Downieville Schools, 1.0 FTE
- j. Approval of assignment of Sonia Joy, 1st Grade Teacher, Loyalton Elementary School, 1.0 FTE
- k. Approval of Agreement No. 2020-004D with Sierra Transportation Company, LLC, Downieville Bus Agreement*
- l. Memorandum Of Understanding with Sierra-Plumas Teachers Association**
- m. Approval of State Seal of Biliteracy**

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

- n. 0470—COVID-19 Mitigation Plan
 1. Board Policy, *revisions*^^
- o. 4112.9~4212.9~4312.9—Employee Notifications
 1. Board Policy, *revisions*^^
 2. Exhibit, *revisions*^^
- p. 4113—Assignment
 1. Board Policy, *revisions*^^
 2. Administrative Regulation, *revisions*^^
- q. 5141.5—Mental Health
 1. Board Policy, *NEW*^^

- r. 5145.3—Nondiscrimination/Harassment
 - 1. Board Policy, *revisions*^{^^}
 - 2. Administrative Regulation, *revisions*^{^^}
- s. 6020—Parent Involvement
 - 1. Board Policy, *revisions*^{^^}
 - 2. Administrative Regulation, *revisions*^{^^}
- t. 6115—Ceremonies and Observances
 - 1. Board Policy, *revisions*^{^^}
 - 2. Administrative Regulation, *revisions*^{^^}

G. ADVANCED PLANNING

- 1. Next Regular Board Meeting will be held on September 08, 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

H. ADJOURN



James Berardi, Superintendent

** enclosed

* handout

^{^^} County agenda backup

Balances through July						Fiscal Year 2020/21
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD						
1100	Teachers Salaries	1,923,762.00	1,923,762.00	1,645,797.60		277,964.40
1105	Per Diem - Same Day Travel	100.00	100.00			100.00
1115	Extra Duty Hourly	20,000.00	20,000.00			20,000.00
1120	Certificated Substitutes	70,210.00	70,210.00			70,210.00
1300	Certificated Superv/Admin Sala	240,224.00	240,224.00	220,204.93	20,018.63	.44
1310	Teacher In Charge/Head Teacher	14,000.00	14,000.00			14,000.00
	Total for Object 1000	2,268,296.00	2,268,296.00	1,866,002.53	20,018.63	382,274.84
2100	Instructional Aides Salaries	74,744.00	74,744.00			74,744.00
2115	Inst. Aide Extra Duty	1,700.00	1,700.00			1,700.00
2120	Instructional Aides Substitute	17,500.00	17,500.00			17,500.00
2200	Classified Support Salaries	354,957.00	354,957.00	253,664.33	22,832.95	78,459.72
2201	Bus Driver	70,350.00	70,350.00	37,769.68	460.39	32,119.93
2215	Classified Extra Duty	10,000.00	10,000.00			10,000.00
2220	Classified Support Substitute	35,000.00	35,000.00		1,658.12	33,341.88
2300	Classified Sup/Admin Salaries	96,935.00	96,935.00	86,382.12	8,032.92	2,519.96
2400	Clerical & Office Salaries	150,462.00	150,462.00	139,809.34	3,784.00	6,868.66
2420	Clerical & Office Sub Salaries	5,000.00	5,000.00			5,000.00
2900	Other Classified Salaries	3,963.00	3,963.00			3,963.00
	Total for Object 2000	820,611.00	820,611.00	517,625.47	36,768.38	266,217.15
3101	State Teachers Retirement Syst	562,924.00	562,924.00	293,525.44	3,160.34	266,238.22
3102	State Teachers Retirement Syst	8,476.00	8,476.00			8,476.00
3201	Public Employees Retirement Sy	1,000.00	1,000.00			1,000.00
3202	Public Employees Retirement Sy	194,136.00	194,136.00	102,759.16	7,028.17	84,348.67
3311	OASDI-Certificated Positions	1,890.00	1,890.00			1,890.00
3312	OASDI-Classified Positions	49,100.00	49,100.00	30,296.83	2,139.95	16,663.22
3321	Medicare-Certificated Position	30,219.00	30,219.00	24,389.46	286.16	5,543.38
3322	Medicare-Classified Positions	11,500.00	11,500.00	7,085.70	501.79	3,912.51
3401	Health & Welfare -Certificated	504,590.00	504,590.00	439,263.28	2,525.28	62,801.44
3402	Health & Welfare-Classified Po	184,600.00	184,600.00	165,161.92	11,826.26	7,611.82
3501	State Unemployment Insurance-C	1,137.00	1,137.00	933.41	10.01	193.58
3502	State Unemployment Insurance-	408.00	408.00	258.69	18.30	131.01
3601	Workers' Compensation Insuranc	70,008.00	70,008.00	60,184.39	666.59	9,157.02
3602	Workers' Compensation Insuranc	25,423.00	25,423.00	16,504.93	1,168.83	7,749.24
3901	Other Benefits, Certificated P	17,536.00	17,536.00		2,471.25	15,064.75
	Total for Object 3000	1,662,947.00	1,662,947.00	1,140,363.21	31,802.93	490,780.86

Balances through July						Fiscal Year 2020/21
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
4100	Textbooks	142,102.00	142,102.00	474.37		141,627.63
4200	Books Other Than Textbooks	750.00	750.00			750.00
4300	Class Mat'l and Supplies	56,170.00	56,170.00	12,632.17		43,537.83
4301	Class Consumable Mat'l	11,525.00	11,525.00	425.47		11,099.53
4302	Class Paper/Toner	12,000.00	12,000.00	3,669.58		8,330.42
4305	Other Student M&S	27,190.00	27,190.00	6,917.19		20,272.81
4320	Custodial Grounds Supplies	29,550.00	29,550.00	13,113.31	756.76	15,679.93
4330	Office Supplies	15,500.00	15,500.00	1,717.08	91.86	13,691.06
4350	Vehicle Maint. M&S	44,376.00	44,376.00	3,700.00		40,676.00
4351	Vehicle FUEL	29,025.00	29,025.00	27,040.00		1,985.00
4400	Non-Capital Equipment (Up to \$	89,883.00	89,883.00			89,883.00
Total for Object 4000		458,071.00	458,071.00	69,689.17	848.62	387,533.21
5100	Subagreement for Services	199,912.00	199,912.00			199,912.00
5200	Travel & Conferences	41,684.00	41,684.00	4,149.00	1,203.00	36,332.00
5300	Dues & Membership	10,380.00	10,380.00	5,652.17	3,165.59	1,562.24
5400	Insurance-Fire, liability, etc	75,080.00	75,080.00		100,452.40	25,372.40-
5510	Power	88,500.00	88,500.00	63,416.50	47.12	25,036.38
5520	Garbage	4,450.00	4,450.00	4,369.20		80.80
5530	Water	54,350.00	54,350.00	51,000.00		3,350.00
5540	Propane	59,125.00	59,125.00	59,125.00		.00
5590	Miscellaneous Utilities	15,000.00	15,000.00			15,000.00
5600	Rentals, Leases & Repairs	80,850.00	80,850.00	23,885.87	859.13	56,105.00
5800	Services & Operating Expense	4,000.00	4,000.00			4,000.00
5810	Legal Expenses	20,000.00	20,000.00	5,000.00		15,000.00
5812	Board Election Expense	2,500.00	2,500.00			2,500.00
5840	Audit Expense	13,785.00	13,785.00	13,785.00		.00
5860	Solid Waste Tax	14,000.00	14,000.00	14,000.00		.00
5890	Contracts/Service	577,576.00	577,576.00	417,208.54	13,387.17	146,980.29
5899	SCOE Interagency Reimburse			8,718.04	5,626.97	14,345.01-
5900	Communications	3,000.00	3,000.00		1,800.00	1,200.00
5910	Telephone-Monthly Service	11,000.00	11,000.00	10,156.66	410.84	432.50
5990	Other Communications	500.00	500.00			500.00
Total for Object 5000		1,275,692.00	1,275,692.00	680,465.98	126,952.22	468,273.80
6170	Land Improvement	31,500.00	31,500.00			31,500.00
6200	Building & Improvements	10,500.00	10,500.00			10,500.00
6400	Equipment	105,057.00	105,057.00			105,057.00

Balances through July						Fiscal Year 2020/21
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
6500	Equipment Replacement	71,000.00	71,000.00			71,000.00
6501	Vehicle Replacement	35,000.00	35,000.00			35,000.00
	Total for Object 6000	253,057.00	253,057.00	.00	.00	253,057.00
7110	Out-of-State Tuition	104,450.00	104,450.00	104,450.00		.00
7310	Direct Support/Indirect Costs					.00
7616	Trans fr Gen Fund to Cafeteria	100,704.00	100,704.00			100,704.00
	Total for Object 7000	205,154.00	205,154.00	104,450.00	.00	100,704.00
	Total for Fund 01 and Expense accounts	6,943,828.00	6,943,828.00	4,378,596.36	216,390.78	2,348,840.86
Fund 13 - Cafeteria						
2200	Classified Support Salaries	80,599.00	80,599.00	66,274.18		14,324.82
2215	Classified Extra Duty	1,500.00	1,500.00			1,500.00
2220	Classified Support Substitute	3,000.00	3,000.00			3,000.00
	Total for Object 2000	85,099.00	85,099.00	66,274.18	.00	18,824.82
3202	Public Employees Retirement Sy	19,233.00	19,233.00	12,964.90		6,268.10
3312	OASDI-Classified Positions	5,050.00	5,050.00	3,948.60		1,101.40
3322	Medicare-Classified Positions	1,181.00	1,181.00	923.42		257.58
3402	Health & Welfare-Classified Po	24,788.00	24,788.00	17,536.60		7,251.40
3502	State Unemployment Insurance-	42.00	42.00	33.12		8.88
3602	Workers' Compensation Insuranc	2,611.00	2,611.00	2,151.11		459.89
	Total for Object 3000	52,905.00	52,905.00	37,557.75	.00	15,347.25
4340	Food Service	10,500.00	10,500.00	4,793.97	6.03	5,700.00
4400	Non-Capital Equipment (Up to \$	5,000.00	5,000.00			5,000.00
4700	Food	55,000.00	55,000.00	49,200.00		5,800.00
	Total for Object 4000	70,500.00	70,500.00	53,993.97	6.03	16,500.00
5200	Travel & Conferences	1,000.00	1,000.00			1,000.00
5600	Rentals, Leases & Repairs	5,000.00	5,000.00	600.00		4,400.00
5800	Services & Operating Expense	750.00	750.00	400.00		350.00
5890	Contracts/Servic	500.00	500.00		406.00	94.00
5900	Communications	450.00	450.00			450.00
	Total for Object 5000	7,700.00	7,700.00	1,000.00	406.00	6,294.00
	Total for Fund 13 and Expense accounts	216,204.00	216,204.00	158,825.90	412.03	56,966.07
Fund 73 - Bechen						
5800	Services & Operating Expense	15,000.00	15,000.00			15,000.00

Balances through July		Fiscal Year 2020/21				
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Total for Fund 73, Expense accounts and Object 5000		15,000.00	15,000.00	.00	.00	15,000.00
Fund 76 - Wnt/Pass						
3312	OASDI-Classified Positions			15.50		15.50-
3322	Medicare-Classified Positions			3.60		3.60-
3502	State Unemployment Insurance-			.10		.10-
3602	Workers' Compensation Insuranc			8.40		8.40-
Total for Fund 76, Expense accounts and Object 3000		.00	.00	27.60	.00	27.60-
Total for Org 006 - Sierra-Plumas Joint Unified School District		7,175,032.00	7,175,032.00	4,537,449.86	216,802.81	2,420,779.33

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

July 14, 2020

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

Board Members met at Sierra County Office of Education, Room 4, 109 Beckwith Road, Loyalton CA 96118

Immediately followed the 6:00pm meeting of the Sierra County Board of Education

A. CALL TO ORDER

President MIKE MOORE called the meeting to order at 6:33pm.

B. ROLL CALL

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

ABSENT: NONE

C. APPROVAL OF AGENDA

HALL/WRIGHT

5/0

D. INFORMATION/DISCUSSION ITEMS

1. Superintendent's Report

a. Update on Re-Opening for 2020-21 School Year

BERARDI: Each site has a team working hard on the re-opening plans with the little information we have currently. Main concerns right now are transportation, lunch programs, cross-contamination and points of contact. Plans are being submitted to the County Health Department, but we are at the mercy of their feedback and approval. We are continuing to work on developing back-up plans as well. We may not have a solid answer until the week before school starts, but parents and students will be informed as we are. We intend to help teachers and staff with professional development as we adapt to however school looks now and in the future.

We received PPE from the state which has been split and disbursed to each site in the District in preparation for any sort of in-person model for re-opening.

b. Update on Downieville Transportation Contract

BERARDI: As stated in the previous item transportation is a big concern right now when developing and looking at re-opening plans. If we end up with a Distance Learning model and students are not transported to school each day then our need for a transportation contract in Downieville will look very different than previous years. We may not use our current vendor at all, or we may develop a new contract for limited services for distributing school packets and meals for students. Considering our current budget issues this will help us save money where we can.

2. Business Report

a. Account Object Summary-Balance from 07/01/2019 to 06/30/2020

3. Staff Reports

DVL—BERARDI: *Why are we hiring aides is we're laying off staff? If we come back to school in-person then that position will be needed. We can continue advertising and working through the application process for new staff until we know for sure whether or not we'll need them. Along with the Aide position we are also in need of a 4-6 Teacher in Downieville to take over the position Niecea is moving out of. Summer maintenance and deep cleaning is still happening in anticipation of getting the kids back in the classrooms.*

LES—CERESOLA: *Welcome to Sonja Joy as our new 1st Grade Teacher! Re-opening plan has been submitted to the County Health Department. We have also been developing a Distance Learning plan for back-up.*

LHS—JONES: ***not present*

4. SPTA Report

PRESIDENT—PETTERSON: *Would also like to welcome to Sonja Joy to the District and LES! SPTA members have been participating in discussions and planning of re-opening of schools. We are all hoping for the best!*

5. Board Members' Report

WRIGHT: *Question about WASC – how will that look going forward?*

BERARDI: *I was part of the first-ever Zoom meeting for WASC recently, so it's being done differently just like everything else, but it went well.*

HALL: *Helping clean out a house where we've found tons of old magazines and art supplies. I'd like to see the schools utilize these with the kids if the family is willing to donate the supplies.*

6. Public Comment

None

E. CONSENT CALENDAR

1. Approval of minutes for the Regular Board Meeting held June 23, 2020

2. Approval of minutes for the Special Board Meeting held July 01, 2020

3. Approval of Board Report-Checks Dated 06/01/2020 through 06/30/2020

4. Approval of Quarterly Report on Williams Uniform Complaints for quarter ending 06/30/2020. It is required per Education Code 35186 section (d) that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

a. No complaints regarding textbooks and instructional materials, teacher vacancy or misassignment or conditions of facilities were filed with Sierra-Plumas Joint Unified School District during the quarter ending 06/30/2020.

5. Approval of Agricultural Career Technical Incentive Grant 2020-2021

HALL/WRIGHT

5/0

F. ACTION ITEMS

1. New Business

a. Adoption of Resolution 20-012D, Fund Transfers for 2020-2021 Fiscal Year

HALL/WRIGHT

ROLL CALL VOTE:

HALL – AYE

STANNARD – AYE

WRIGHT – AYE

MOORE – AYE

GANT – AYE

5/0

- b. Approval of Extra Duty Assignments and Stipends for 2020-2021

GANT/WRIGHT

5/0

- c. Acceptance of Resignation for Niecea Freeman, Downieville Teacher, 1.0 FTE, effective June 15, 2020

HALL/STANNARD

5/0

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

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

Second by HALL.

5/0

- d. 0430—Comprehensive Local Plan for Special Education

1. Board Policy, *revisions*

2. Administrative Regulation, *revisions*

- e. 1312.3—Uniform Complaint Procedures

1. Board Policy, *revisions*

2. Administrative Regulation, *revisions*

- f. 1340—Access to District Records

1. Board Policy, *revisions*

2. Administrative Regulation, *revisions*

- g. 4119.42/4219.42/4319.42—Exposure Control Plan for Bloodborne Pathogens

1. Board Policy, *revisions*

2. Administrative Regulation, *revisions*

3. Exhibit, *revisions*

- h. 4119.43/4219.43/4319.43—Universal Precautions

1. Board Policy, *revisions*

2. Administrative Regulation, *revisions*

- i. 4151/4251/4351—Employee Compensation

1. Board Policy, *revisions*

G. ADVANCED PLANNING

1. Next Regular Board Meeting will be held on August 11, 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

H. ADJOURN at 7:01pm

HALL/STANNARD

5/0

Allen Wright, Clerk

James Berardi, Superintendent

Checks Dated 07/01/2020 through 07/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00084225	07/17/2020	AIRGAS, USA, LLC	01-9510	TANK RENTAL LHS/DVL		153.19
00084226	07/17/2020	AMERIGAS	01-9510	PROPANE		203.76
00084227	07/17/2020	AT&T	01-5890	PHONE SERVICES	38.46	
			01-5899	PHONE SERVICES	5.72	
			01-5910	PHONE SERVICES	223.46	267.64
00084228	07/17/2020	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00084229	07/17/2020	CALIFORNIA SCHOOL BOARD ASSOC C/O WESTAMERICA BANK	01-5300	GAMUT/CSBA/CCBE/ELA MEMBERSHIP	2,958.12	
			01-5890	GAMUT/CSBA/CCBE/ELA MEMBERSHIP	1,872.88	
			01-5899	GAMUT/CSBA/CCBE/ELA MEMBERSHIP	4,831.00	9,662.00
00084230	07/17/2020	CHRISTIAN ENCOUNTER MINISTRIES INC.	01-9510	REFUND		660.00
00084231	07/17/2020	CITY OF LOYALTON	01-9510	WATER AND SEWER - LOYALTON SITES		4,248.70
00084232	07/17/2020	COLLEGE BOARD	01-9510	AP Exams		5,480.00
00084233	07/17/2020	CURRENT ELECTRIC & ALARM, INC.	01-5600	ALARM MONITORING	573.75	
			01-5899	ALARM MONITORING	26.25	600.00
00084234	07/17/2020	DOWNIEVILLE PUBLIC UTILITY DIS	01-9510	water service		588.00
00084235	07/17/2020	FOREST VIEW SCREENING	01-5890	DOT CONSORTIUM		222.00
00084236	07/17/2020	KATHERINE GENASCI	01-5200	REGISTRATION		600.00
00084237	07/17/2020	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00084238	07/17/2020	INLAND SUPPLY	01-4320	FLOOR FINISH		630.31
00084239	07/17/2020	LIBERTY UTILITIES	01-9510	ELECTRIC - LOYALTON SITES		3,067.87
00084240	07/17/2020	MODEL DAIRY	13-9510	DAIRY PRODUCTS		47.41
00084241	07/17/2020	MIKE MOORE	76-9576	H/W REIMBURSEMENT		909.27
00084242	07/17/2020	NEXVORTEX, INC	01-9510	PHONE SERVICES		409.02
00084243	07/17/2020	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571	WORKER'S COMP		28,219.00
00084244	07/17/2020	PACIFIC GAS & ELECTRIC COMPANY	01-9510	electrical use		1,732.08
00084245	07/17/2020	RESERVE ACCOUNT PITNEY BOWES	01-5899	POSTAGE	600.00	
			01-5900	POSTAGE	1,800.00	2,400.00
00084246	07/17/2020	POWERSCHOOL GROUP LLC	01-5890	POWERSCHOOL MAINT/SUPPORT		2,662.99
00084247	07/17/2020	RAY MORGAN COMPANY	01-5600	COPIER MAINT.	42.69	
			01-5899	COPIER MAINT.	14.23	
			01-9510	COPIER AGREEMENT	79.13	
				COPIER MAINT.	72.58	
				COPIER MAINT. LHS/LES	102.02	310.65
00084248	07/17/2020	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	01-9510	ED-JOIN ANNUAL FEE		450.00
00084249	07/17/2020	SCHOOL SERVICES OF CALIFORNIA	01-5890	FISCAL BUDGET SERVICES		3,840.00
00084250	07/17/2020	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE	289.50	

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 07/01/2020 through 07/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00084250	07/17/2020	SIERRA COUNTY HEALTH DEPARTMENT	13-5890	FOOD FACILITY CHARGE	406.00	695.50
00084251	07/17/2020	SIERRA HARDWARE	01-9510	Misc items for maintenance		165.51
00084252	07/17/2020	SIERRA VALLEY HOME CENTER	01-9510	MAINT. SUPPLIES	170.46	
				MAINT/CUSTODIAL SUPPLIES	234.36	
				PAINT	132.65	537.47
00084253	07/17/2020	SIERRA-PLUMAS JOINT UNIFIED	01-5890	BANK SERVICE FEES	150.84	
			01-9510	BANK SERVICE FEES	30.00	
			13-4340	BANK SERVICE FEES	6.03	186.87
00084254	07/17/2020	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	01-4330	SALES TAX	.26-	
			01-9502	SALES TAX	413.26	413.00
00084255	07/17/2020	U.S. BANK	01-9510	ADOBE PRO SUBSCRIPTION	14.99	
				CABLES/PRINTER SUPPLIES	555.83	
				FUEL	53.22	
				LAPTOP BATTERY	53.60	
				SECT. COMPUTER	817.78	
				ZOOM SUBSCRIPTION	56.91	1,552.33
00084256	07/17/2020	ALLEN WRIGHT	76-9576	H/W REIMBURSEMENT		803.14
00084257	07/28/2020	AMAZON CAPITAL SERVICES	01-4320	cleaning supplies	126.45	
			01-4330	supplies	92.12	218.57
00084258	07/28/2020	AMS.NET C/O FREMONT BANK	01-5890	TECH SUPPORT		4,600.00
00084259	07/28/2020	NATIONAL FFA ORGANIZATION	01-9510	REGISTRATION/AWARDS		552.47
00084260	07/28/2020	PACIFIC GAS & ELECTRIC COMPANY	01-9510	electrical use		25.54
00084261	07/28/2020	REBEKAH PEREZ	01-5200	REGISTRATION		603.00
00084262	07/28/2020	RAY MORGAN COMPANY	01-5600	COPIER MAINT.	42.69	
			01-5899	COPIER MAINT.	14.23	56.92
00084263	07/28/2020	SIERRA COUNTY PUBLIC WORKS	01-9510	SNOW REMOVAL		753.29
00084264	07/28/2020	INTERMOUNTAIN DISPOSAL, INC.	01-9510	GARBAGE SERVICE		392.42
00084265	07/28/2020	TRI COUNTY SCHOOLS INS. GR.	01-3901	JULY 20 HEALTH INSURANCE	2,471.25	
			01-5400	PROPERTY/CASUALTY/SELF	100,452.40	
			01-9535	JULY 20 HEALTH INSURANCE	8,938.75	
			76-9576	JULY 20 HEALTH INSURANCE	67,447.92	179,310.32
00084266	07/28/2020	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	135.54	
			01-5910	CELL PHONE SERVICE	187.38	322.92
Total Number of Checks					42	258,753.16

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 07/01/2020 through 07/31/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
01	General Fund	38	160,914.39
13	Cafeteria Fund	3	459.44
76	Warrant/Pass Through (payroll)	4	97,379.33
	Total Number of Checks	42	258,753.16
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		258,753.16

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

2020-21 Certification of Assurances


Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	James Berardi
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	07/21/2020

Warning

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	James Berardi
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	07/21/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2020-21 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	07/01/2017
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	James Berardi
Authorized Representative's Title	Superintendent

*****Warning*****

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/11/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	DELAC Advisory Committee is not required. EL population is under the threshold.

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant	No

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title V, Part B Subpart 1 Small, Rural School Achievement Grant ESSA Sec. 5211 SACS 5810	Yes
Program Record/Award Number If participating, then provide the required code	
Title V, Part B Subpart 1 Alternative Uses of Funds Authority Participation	Yes

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Federal Programs and Reporting Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
 - Y2: timely and meaningful consultation did not occur
 - Y3: the program design is not equitable with respect to eligible private school children
 - Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children
- Add non-attendance area school(s) Yes

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

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California Department of Education

Sierra-Plumas Joint Unified (46 70177 00000000)

Consolidated Application

Status: Draft
Saved by: Nona Griesert
Date: 7/16/2020 10:49 AM

2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added

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State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: SIERRA-PLUMAS JOINT UNIFIED District CDS Code: 46 70177

Name of County: SIERRA County CDS Code: 46 10462

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 11 / 20 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

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

James Berardi

Name

Signature

Superintendent

Title

530-993-0828

Fax Number

530-993-1660 ext 110

Telephone Number

August 14, 2020

Date

PO Box 955 Loyalton, CA 96118

Mailing Address

jberardi@spjUSD.org

EMail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

Name Signature Title

Fax Number Telephone Number Date

Mailing Address

EMail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

2

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	2
Special Education	
TOTAL	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. Small, Rural single county school district, limited staff and resources

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

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.
National University, CalSTATE Teach

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

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

James Berardi
Superintendent

109 Beckwith Road
Loyalton CA 96118
530 993-1660

Notice of Public Hearing

Zoom link: <https://us02web.zoom.us/j/84833658904>
Phone dial-in: 669 900 9128 *Meeting ID:* 848 3365 8904

Notice is hereby given that the Governing Board of the Sierra-Plumas Joint Unified School District will hold a public hearing on Tuesday, August 11, 2020, after the 6:00 pm meeting of the Sierra County Board of Education, via Zoom videoconferencing, for the purpose of:

Receiving public comment on recruitment of certificated personnel. A diligent search to recruit fully prepared teacher(s) was made and an insufficient number of certificated persons met the Sierra County Office of Education's employment criteria for the position(s) for the 2020-2021 school year.



James Berardi, Superintendent

Posted: 08/07/2020
District Office, 109 Beckwith Road, Loyalton
Loyalton Elementary School, Loyalton
Loyalton High School, Loyalton
Downieville School, Downieville
Post Office, Leonards, Goldenwest
z:Notice of Public Hearing/2020-2021_Public Hearing_Decl of Need_SPJUSD

Letter of Resignation

Fri 7/17/2020 8:32 AM

To: Laraine Sei <lsei@spjUSD.org>;

Dear Mrs. Sei

I am writing to formally resign both my Kitchen Aide and Bus Driver positions within the Sierra-Plumas Joint Unified School District effective Friday 28 August 2020. Unfortunately, my husband's company will be laying him off, and in these uncertain times, we feel that we have no other choice than to move closer to family on the east coast. If, for some reason, we end up staying a little longer, and the school is in need of my services, I am HAPPY to continue working/helping in any possible way until our departure. I have enjoyed working with you and am sad to go, but we feel this would be the best move for our family to put down permanent roots. Thank you for all that you do!

Warmest Regards

Michelle Clemo

Sent from my Verizon, Samsung Galaxy smartphone

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND
SIERRA PLUMAS TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.**

JULY 27, 2020

The Sierra Plumas Joint Unified School District (“District”) and the Sierra Plumas Teacher’s Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

ARTICLE 1: DEFINITIONS

- 1.1 “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.2 “Cohort” – is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.
- 1.3 “Common Equipment” – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

- 1.4 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.5 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.6 “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 1.7 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.8 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least three (3) feet and reducing the number of different people with whom a person interacts.

ARTICLE 2: PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 2.4 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.
- 2.5 Face Covering Requirements
 - 2.5.1 Face coverings are always required to be worn properly by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades 3-12, all administrators, and any visitors on campus. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
 - 2.5.1.1 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.

- 2.5.3 N95 respirators shall be fit-tested and provided for:
 - 2.5.3.1 If a unit members required to care for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and
 - 2.5.3.2 Unit members with high number of daily workplace contacts or to unit members who request in writing N95 respirators due to professional or personal health concerns. Unit members shall not be required to submit a note from a medical professional when making this request.

2.6 Hand Washing Requirements

- 2.6.1 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.6.2 The District shall comply with the following hand washing requirements:
 - 2.6.2.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and paper towels.
 - 2.6.2.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.6.2.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 2.6.2.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
 - 2.6.2.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

ARTICLE 3: IN-PERSON LEARNING

The COVID-19 pandemic has caused federal, state, and local public health officials to issue orders and guidance impacting the educational operations of the District to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all the provisions below. If the District is unable to maintain all the provisions in Sections 2.0 and 3.0, then the District will offer an educational program according to the provisions of Section 4.0 – Distance Learning of this MOU.

3.1 Adherence to Health Guidelines and Orders

- 3.1.1 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Sierra County Public Health issued as of July 17, 2020.

- 3.1.2 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders to minimize potential health and safety risks for all unit members, students, and their families.
- 3.1.3 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in Section 3.1.1.

3.2 Physical Distancing

3.2.1 Classroom/Instructional/Academic Learning Spaces

- 3.2.1.1 The District shall ensure minimum physical distancing of 3 (three) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces within reason.
- 3.2.1.2 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.
- 3.2.1.3 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 3.2.1.4 In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields. Time spent in proximity of less than three (3) feet between individuals shall be minimized to the extent possible .
- 3.2.1.5 No unit member shall be directed to violate the minimum three (3) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

3.2.2 Lunch

- 3.2.2.1 Physical distancing of with a minimum of three feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s).
- 3.2.2.2 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.
 - 3.2.2.2.1 If the District requires students to stay in class for lunch due to the school site facility's inability to maintain physical distancing requirements during lunch, the District shall compensate unit members who volunteer to remain with students for this period of time at the unit member's pro rata per diem hourly rate of pay. No unit member shall be required to work during the duty-free lunch

time, nor shall they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.

3.2.2.3 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

3.2.3 One-Way Directions/Movement

3.2.3.1 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the minimum three (3) feet physical distance spacing requirements.

3.2.4 School Ingress and Egress Points

3.2.4.1 Since students, parents, and staff tend to congregate in large groups at access points before and after school:

3.2.4.1.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

3.2.4.1.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

3.2.4.1.3 Unit members shall not be assigned to monitor ingress and egress locations to minimize the number of different people with whom a unit member interacts.

3.2.4.1.4 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter work days for unit members.

3.2.5 Recess/Student Break Times

3.2.5.1 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

3.2.5.1.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability, as possible.

3.2.5.1.2 All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.

3.2.6 Meetings and Gatherings

3.2.6.1 Large in-person gatherings (i.e. school assemblies) are prohibited.

3.2.6.2 Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be cancelled for the 2020-2021 school year unless mutually agreed upon by the Parties and consult with the local Health Department.

3.2.6.3 Notwithstanding sections 3.2.6.1 and 3.2.6.2, all other provisions of the CBA regarding meetings apply.

3.3 Student Cohorts

3.3.1 Elementary Schools (TK-6)

3.3.1.1 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of cohorts.

3.3.1.2 Students should remain in their same workspace as much as practicable.

3.3.1.3 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.

3.3.1.4 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.

3.3.1.5 The District, working with unit members, shall provide each student with sufficient supplies to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.

3.3.1.6 School staff shall limit the number of in-person visits to classroom cohorts to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall use virtual methods of interacting with the student cohort, where possible.

3.3.2 Secondary Schools (Grades 7-12)

3.3.2.1 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day,, with an assigned primary cohort teacher or teachers, and systems are in place at the school site to prevent the mixing of cohorts.

3.3.2.2 Students should remain in their same workspace as much as practicable.

- 3.3.2.3 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.3.2.4 Each student's belongings shall be separated and stored in individually labeled storage containers, cabinets, cubbies, or areas.
- 3.3.2.5 The District, working with unit members, shall provide each student with sufficient supplies to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.3.2.6 If students are assigned more than one course per day, the following options exist to maintain cohort stability:
 - 3.3.2.6.2 Student cohorts will maintain stability during transitions from one classroom to another utilizing a block schedule. To help facilitate stability, staggered release times may be created. The number of transitions shall be minimized to half the regular number of class periods on a traditional bell schedule.
 - 3.3.2.6.2.1 Classroom spaces will be cleaned before and after each rotation of students.
- 3.3.2.7 Unit members who rotate between classroom spaces shall be provided lockable rolling storage cabinets. The District shall structure the class schedule to minimize as much as possible the number of total contacts, minimize the distance unit members must travel between classes, and provide assistance to those who have physical barriers to such movement.
- 3.3.2.8 School staff shall limit the number of in-person visits to classroom cohorts to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the cohort teacher shall use virtual methods of interacting with the student cohort, where possible.

3.4 Other Health and Safety Issues

3.4.1 Daily Cleaning and Disinfecting

- 3.4.1.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- 3.4.1.2 Daily cleaning and disinfecting as described in Section 3.4.1.1 shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

3.4.2 Regular Deep Cleaning of Classroom Spaces

- 3.4.2.1 Regular deep cleaning of classroom spaces and staff workspaces shall be completed at least once per week. Deep cleaning shall be done by trained, qualified professionals. Deep cleaning shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

3.4.3 Air Ventilation and Filtration

- 3.4.3.1 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 3.4.3.2 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 3.4.3.3 HVAC air filters shall be equipped with HEPA filters and changed at the recommended intervals.
- 3.4.3.4 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
- 3.4.3.5 If an individual tests positive for COVID-19, the District will proceed with the Public Health Department regarding the HVAC filters at the school site.

3.4.4 Health Screening, Testing, Notification, and Contact Tracing

- 3.4.4.1 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks.
- 3.4.4.2 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
- 3.4.4.3 All students and staff will be trained on these protocols and procedures.
- 3.4.4.4 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.

- 3.4.4.5 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Sierra County Public Health Department. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.
- 3.4.4.6 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
- 3.4.4.7 If COVID testing is mandated by the state, the teacher’s association and district agree to meet to discuss.

ARTICLE 4: DISTANCE LEARNING

Consistent with *Education Code Section 43503* as amended by SB98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0 and 3.0, total distance learning mode of instruction.

Regardless of the District’s ability to operate in-person learning according to Sections 2.0 and 3.0, distance learning is permitted five days per week for students who are medically fragile or would be put at exceptional risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

- 4.1 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistent with the provisions of this MOU.
- 4.2 Distance Learning
 - 4.2.1 All students will receive synchronous or asynchronous instruction and content five days per week either in-person or through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher.
 - 4.2.1.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - 4.2.1.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.
 - 4.2.1.3.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.
 - 4.2.1.4.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and

based on meaningful input from students, parents, and the Association.

- 4.2.2 The District shall to do its utmost to ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work. For those students who don't have adequate access to connectivity, the district will develop an alternate method of delivery of instruction.
- 4.2.3 The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
 - 4.2.3.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in section 4.3.3 so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
 - 4.2.3.2 In order to provide equitable access to the educational program, special education, and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 4.3.4 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
 - 4.3.4.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
- 4.3.5 Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.
- 4.3.6 Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents

with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

- 4.3.7 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 4.3.8 Bargaining unit members providing service in a total distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU.
- 4.3.9 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.
- 4.3.10 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning, to the reasonable and approvable extent possible.

4.4 Distance Learning Accountability Requirements

- 4.4.1 The District shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
 - 4.4.1.1 Evidence of daily student participation in distance learning shall be obtained using:
 - 4.4.1.1.1 evidence of participation in online activities;
 - 4.4.1.1.2 completion of regular assignments and/or assessments; and
 - 4.4.1.1.3 contacts between employees of the District and pupils or parents or guardians.
 - 4.4.1.2 The District shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

- 4.4.1.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three (3) schooldays or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to contact the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.
- 4.4.1.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

ARTICLE 5: FAILED SUBSTITUTE COVERAGE

5.1 In-Person Learning

- 5.1.1 In no event shall two (2) or more stable student cohorts be combined to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
- 5.1.2 If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. No classified employee shall substitute to teach a student cohort during instructional time.

ARTICLE 6: DAYS AND HOURS

6.1 Classroom Preparation Days

- 6.1.1 Unless already provided for in the CBA, bargaining unit members shall be provided two(2) classroom preparation days prior to the start of the return of students. These days shall be non-student days with no school site meetings or training for the purpose of unit members preparing their classroom spaces for in-person and/or distance learning. Unit members shall be paid their daily rate for these two Classroom Preparation Days.

6.2 In-Person Learning Unit Member Daily Start Time

- 6.2.1 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in the CBA.
- 6.2.2 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

6.3 In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

- 6.3.1 Any and all in-person adjunct duties, committee assignments, or extra-duty positions may be held in person or virtually as needed.

6.4 2020-2021 Academic Calendar

6.4.1 The Parties agree to meet immediately to review and revise the current 2020-2021 school year calendar to schedule all necessary days based on the academic instructional model(s) used including all student free days, classroom preparation days, and training days.

6.5 Training Days or Hours

6.5.1 Unless already provided for in the CBA, no more than two (2) additional Training Days or equivalent work hours shall be required by the District. Such additional days and/or hours shall be added to the unit member's work year and compensated at the unit member's daily rate of pay.

ARTICLE 7: LEAVES

7.1 Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

7.1.1 For unit member self-care: A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

7.1.2 For unit members to care for others: A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

7.2 Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

7.2.1 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.

7.3 Industrial Accident Leave/Worker's Compensation

7.3.1 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

7.3.2 The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within fourteen (14) days of having come to work at a District site.

ARTICLE 8: TRANSFERS AND ASSIGNMENTS

- 8.1 The following procedures shall apply to the assignment of distance learning remote work:
- 8.1.1 The unit member's request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.
 - 8.1.2 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is high risk for infection or illness associated with COVID-19, in addition to the hire date seniority and credential, an individual's risk to COVID -19 infection will be taken into account when deciding an individual distance learning remote assignment.

ARTICLE 9: PAY AND BENEFITS

- 9.1 While working under an in-person learning model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA, and will be prorated accordingly for the service provided.
- 9.2 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning, to the reasonable and approvable extent possible.
- 9.3 Any bargaining unit members that provide substitute coverage for an in-person class cohort or distance learning class shall be paid their prorated per diem hourly rate of pay for their time worked outside of their regularly contracted time.

ARTICLE 10: EVALUATION

- 10.1 The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

ARTICLE 11: PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

- 11.1 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, librarians, speech-language pathologists, psychologists, social workers, teachers on assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.
- 11.2 Physical distancing and PPE requirements are to be maintained in all workstations and office settings. If physical distancing of 3 feet is not possible due to office/room size limitations, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than three (3) feet between individuals shall be minimized to the extent possible.

ARTICLE 12: COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 12.1 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 12.2 If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and the Sierra County Public Health Department will put the necessary protocols in place.
- 12.3 The District will work with the Sierra County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 12.4 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 12.5 The District shall communicate any all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

ARTICLE 13: TRAINING

- 13.1 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 13.1.1 Reinforcing the importance of health and safety practices and protocols;
 - 13.1.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 13.1.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 13.1.4 Health screening protocols and procedures;
 - 13.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;

- 13.1.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
 - 13.1.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 13.1.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 13.2 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, or distance learning.
 - 13.3 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

ARTICLE 14: ACCOMMODATION

- 14.1 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely.
- 14.2 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 14.3 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
- 14.4 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 14.4.1 Providing additional or enhanced PPE;
 - 14.4.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
 - 14.4.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - 14.4.4 Moving the employee workstations; and
 - 14.4.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.
- 14.5 When no reasonable accommodation can be reached, the District shall provide paid leave to bargaining unit members according to Section 7.2.

ARTICLE 15: ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 15.1 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

- 15.2 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

ARTICLE 16: GRIEVANCE AND EXPEDITED ARBITRATION

- 16.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 16.2 Due to the potential urgency of disputes connected to providing and maintaining safe and health schools for all students, staff, and their families, according to the provisions of this MOU, an expedited arbitration process may be entered into by mutual agreement of both Parties:
 - 16.2.1 The dispute will skip all levels after an informal conference and move directly to binding arbitration before an arbitrator mutually selected by the Parties.
 - 16.2.2 At least ten (10) workdays prior to the hearing, the Parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced not previously provided.
 - 16.2.3 Time limits for the hearing shall be mutually agreed upon by the Parties. The following shall be prohibited: written briefs, court reporters and electronic transcription.
 - 16.2.4 The arbitrator shall issue oral decisions at the close of the hearing, and decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.
 - 16.2.5 Each party shall bear its own expenses, and the arbitration fees shall be shared equally by both parties.

ARTICLE 17: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 17.1 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

ARTICLE 18: DURATION

- 18.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 18.2 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date

Date

**BOARD OF EDUCATION
SIERRA PLUMAS JOINT UNIFIED
SCHOOL DISTRICT**

Topic: ACCEPTANCE OF SEAL OF BILITERACY PROGRAM

RECOMMENDATION: It is proposed that the Governing Board of the Sierra Plumas Unified School District accept the Seal of Biliteracy Program which promotes the development of language proficiency to scaffold 21st century, global skills.

District Priority/Strategy: To provide a rigorous comprehensive curriculum that challenges and engages all students to reach academic excellence.

I. BACKGROUND:

The Seal of Biliteracy is an award given in recognition of students who have studied and attained proficiency in two or more languages by high school graduation. Students would be recognized with a seal on their high school diploma as well as their transcript. They would wear a medal cord at their high school graduation which would indicate that they have earned this distinction. The Seal of Biliteracy Program supports SPJUSD's Mission and Vision for 21st century skills and international citizenship: **"It is our goal to equip students with the tools to live and to contribute successfully in a rapidly changing world.** Our schools offer a challenging, meaningful, and relevant curriculum that values creativity, critical thinking, and **effective communication"** and our Strategic Plan.

The purpose of the Seal of Biliteracy is to honor students who have demonstrated proficiency in English and at least one other language. Californians Together recommend that all California school districts adopt the Seal of Biliteracy in order to increase participation in the global community as well as to honor cultural identities. Districts who have already implemented this program include our neighbors like Plumas and Nevada along with 50 other counties/districts.

II. STAFF ANALYSIS:

The Language Assessment and Development Department (LADD) will inform high school students about the Seal of Biliteracy Program next fall by way of mailing to all juniors and seniors as well as through counselors, LDRTs, foreign language teachers and parent groups. Students will be informed about the criteria for the award which includes being proficient or advanced on the California Standards Test (11th grade CAASPP English) as well as obtaining a passing score on an AP foreign language exam with a 3 or higher, receiving a score of 5 or better on the International Baccalaureate foreign language test (Blair) or passing an oral or written proficiency test in a foreign language (which can be designed for the Spanish program by Anna Thorell with proper training). In addition, students would need to have a grade point average of at least 2.5. Students would turn in an application by February 15th to indicate their interest (sample form attached). Students not taking the AP or IB foreign language examination would take an oral and written examination on a Saturday in March (this can be offered for Spanish only, given our staffing). Applications and qualifications would be reviewed by Senior Advisors/Counselors along with the Language teachers to determine if goals have been met

and students would be informed as to their receipt of the Seal by late May/early June. This program would be coordinated by Foreign Language Teachers with support from the Language Assessment and Development Department and College & Career Advisor Department. High School Foreign Language Teachers and Language Development Resource Teachers would assist in identifying potential students and collecting applications. Foreign Language Teachers (or other school personnel) will annually administer AP tests and/or score foreign language tests. The Language Assessment and Development Department would work with high schools to identify students who qualify for this award. The LADD Office would coordinate the foreign language assessment for students utilizing this method to demonstrate proficiency, employing district personnel to administer and score the examinations. The first year's students of the Seal of Biliteracy program would have an opportunity to help design the award. Future plans are to recognize 8th grade students leaving elementary or middle school with a "Biliteracy Pathway" award. Students will receive counseling on how to achieve this award and which courses they should take in High School to reach this goal.

Attachments: (1) State Seal of Biliteracy Poster; (2) Sample Application .

- II. FISCAL IMPACT:** Cost involved in this award would be minimal as our school district pays for AP exams across the district and various courses are offered online for students interested in languages outside of Spanish. However, if our district would like to design an oral exam as an alternative option for achieving the award (see attachment 1) *and* would like to strengthen the existing language programs in the district, some additional funding for AP Spanish/Foreign Language would be beneficial, though not required in the initial stages of the SSB program in SPJUSD. The average price for College Board AP summer trainings programs cost \$600.

Sierra Plumas Joint Unified School District
Board of Education Agenda *August 15, 2020*
Prepared by: Niecea Freeman



THE CALIFORNIA STATE SEAL OF BILITERACY

What is the State Seal of Biliteracy?

The State Seal of Biliteracy is a recognition by the State Superintendent of Public Instruction for graduating high school students who have attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. The State Seal of Biliteracy is marked by a gold seal affixed to the diploma or transcript.

Where can I find more information about the State Seal of Biliteracy?

More information about the State Seal of Biliteracy is available on the California Department of Education State Seal of Biliteracy web page at <https://www.cde.ca.gov/sp/el/er/sealofbiliteracy.asp> or scan the QR code at the bottom of this poster.



Follow us on Twitter: @MultilingualCA

What are the requirements for earning the California State Seal of Biliteracy?

English proficiency, demonstrated by:



Second-language proficiency, demonstrated by:



and



Completing all English language arts (ELA) graduation requirements with a 2.0 grade point average (GPA) or above.

Passing the ELA California Assessment of Student Performance and Progress at the "standard met" level or above.

Assessment (choose one)

or

Coursework



Passing an Advanced Placement (AP) exam with a three or above.



and



Completing a four-year high school course of study in the language with a 3.0 GPA or above.

Demonstrating oral proficiency in the language.



Passing an International Baccalaureate (IB) exam with a four or above.



Passing an SAT II foreign language exam with a 600 or above.

If the student is currently designated as an English learner, also:



Demonstrating English proficiency on the English Language Proficiency Assessments for California (ELPAC) and meeting all other requirements.

Or passing a locally approved assessment that meets the rigor of an AP exam and tests all modalities of communication in the language.

Scan for more information:





SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Application for Graduating Seniors to Receive the SPJUSD Seal of Biliteracy,
Application Deadline: Feb 15th, 2021

Student Name: _____ Language : _____

School: _____ Counselor: _____

I wish to receive the SPJUSD Seal of Biliteracy affixed on my high school diploma. I have met **ALL** SPJUSD high school graduation requirements including demonstrating proficiency in English by having satisfied all SPJUSD English graduation requirements with an overall grade point average of 2.5 or above. **Overall cumulative GPA _____**. **Language Status EO IFEP EL (OPL 4) and ONE** of the following World Language requirements (Please **check one** option below):

OPTION 1 **Successful completion of a four-year high school course of study in the same world language, with an overall grade point average of 3.0 or higher in that course of study. The course work must also include one of the following options:**

- An **Honors** 11-12 course. Score of **Proficient** or higher on the district developed end of course exam.
 - Verified by copy of current transcript and oral exam score. **Oral Score** _____
- An **upper level IB** course. Students must **score 4 or higher** on the IB exam, as determined by IB testing agency (an upper level IB course can be either an IBSL or an IBHL).
 - Verified by notification letter from an IB Testing Agency. **IB Score** _____

OPTION 2 **A score of "3" or higher on the Advanced Placement (AP) exam for world language.**

- NOTE: *Students who choose to take an AP course BUT choose not to take the AP exam, will need to pass the Seal of Biliteracy Alternate Assessment with a score of 69.9%.*
- Verified by notification letter from the College Board. **AP World Language Score** _____

OPTION 3 **A passing score of 600 or higher on the SAT II: Foreign Language Examination.**

- Verified by notification letter from the College Board. **SAT II Foreign Language Score** _____

NOTE: If you are currently enrolled in a World Language 11-12 Honors, AP, or IB course and have not yet taken the corresponding End of Course exam, or the Seal of Biliteracy Alternate Assessment please submit the application and write "pending exam results" next to Option 1 or 2. SPJUSD Seals will be issued as soon as exam results are submitted for verification. The Seal of Biliteracy Alternate Assessment exam window is closes after late May for grading.

Please return this application form, transcript, AND all other verification documents BEFORE THE SUBMISSION DEADLINE Feb 15, 2020 to your school's counselor or foreign language teacher. Any late applications submitted after the deadline will NOT be considered or approved.

If you have any questions about this process, please email athorell@spjUSD.org or nfreeman@spjUSD.org. You may also scan and email your applications for submission to these addresses.

THE CANDIDATE HAS...	COUNSELOR'S VERIFICATION
Successfully completed all SPJUSD high school graduation requirements with an overall grade point average of 2.5 or above, including proficiency in English. AND One of the above world language requirements with an overall grade point average of 3.0 or higher in all courses. *Attach copy of current transcript to this form.	_____ Student's Signature and Date _____ Counselor's Signature and Date
OFFICE USE ONLY	
Please forward only the completed applications that meet all the qualifications for the SPJUSD Seal of Biliteracy to Anna Thorell (athorell@spjUSD.org) or Niecea Freeman (nfreeman@spjUSD.org) either in person or by email.	<input type="checkbox"/> Pending approval for the SPJUSD Seal of Biliteracy <input type="checkbox"/> Not approved due to the following: _____ <input type="checkbox"/> Approved for the SPJUSD Seal of Biliteracy Signature: _____ Date: _____

