

**AGENDA for the Joint Meeting of the
Sierra County Board of Education
and the
Sierra-Plumas Joint Unified School District Governing Board**

September 12, 2023

5:00pm CLOSED Session

6:00pm Regular Session

Meeting Location:

Loyalton: Sierra County Office of Education, Room 4, 109 Beckwith Rd, Loyalton CA 96118

Zoom for the public:

Link: <https://us02web.zoom.us/j/85971859155>

Phone dial-in: 669-900-9128 (Press *6 to unmute)

Webinar ID: 859 7185 9155

Board Members:

Area 1: Patty Hall – phall@spjUSD.org

Area 2: Annie Tipton (*Vice President*) – atipton@spjUSD.org

Area 3: Christina Potter – cpotter@spjUSD.org

Area 4: Kelly Champion (*President*) – kchampion@spjUSD.org

Area 5: Dorie Gayner (*Clerk*) – dgayner@spjUSD.org

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(s) or designee in writing.

Any student or parent/guardian who wishes to have directory information or personal information, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes should contact the Superintendent(s) 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. PUBLIC COMMENT FOR CLOSED SESSION

At this time, the meeting opens for any public comments regarding the Closed Session item(s).

E. CLOSED SESSION

The Board will move into Closed Session to discuss the following item(s):

1. Government Code 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiator(s) for the Board: James Berardi, County Superintendent
Sean Snider, District Superintendent

Employee Organizations:

Unrepresented Employees: Sierra-Plumas Teachers' Association
Classified Employees
Confidential Employees
Administrative Employees

2. Government Code 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

F. RETURN TO OPEN SESSION and ADJOURN FOR BREAK

G. 6:00PM – RECONVENE

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

J. INFORMATION ITEMS

1. Superintendent Reports

COUNTY

- a. Social and Emotional Learning (SEL) Student Behavioral Health Incentive Program (SBHIP) update
 1. Contracts with Catherine Ebel and Elizabeth Clark**
- b. Adult Education grant update

DISTRICT

- c. Recognition of Cali Griffin for Honorary American FFA Degree**
- d. FEMA/Cal OES update**
- e. Most recent Inter-District Attendance Agreements approved**

2. Business Report

- a. Account Object Summary-Balance from 07/01/2023 to 08/31/2023
 1. SCOE**
 2. SPJUSD**

3. Staff Reports

- a. SCOE
- b. SPJUSD

4. SPTA Report

5. Committee/Board Member Reports

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. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

K. CONSENT CALENDAR

1. Approval of minutes for the Special District Meeting held August 04, 2023**
2. Approval of minutes for the Regular Joint Meeting held August 08, 2023**
3. Approval of Board Report-Checks Dated 08/01/2023 through 08/31/2023
 - a. SCOE**
 - b. SPJUSD**
4. Approval of Consolidated Application for 2023-2024
 - a. SCOE**
 - b. SPJUSD**
5. Authorization for Out of State Travel request to Indianapolis, IN, for National FFA Convention—Cali Griffin, Loyalton High School FFA Coordinator**

L. ACTION ITEMS

1. Old Business

- a. Authorization for SPJUSD to enter into a Memorandum of Understanding with Sierra Schools Foundation, Musica Sierra and Sierra County Arts Council for funding a full-time music teacher, Contract No. 2024-005D – revised for 9/12/2023**

2. New Business

COUNTY

- a. Adoption of Resolution 24-004C, Adopting the Gann Limit**
ROLL CALL VOTE
- b. Adoption of the SCOE Unaudited Actuals for the Fiscal Year Ending June 30, 2023*
- c. Appointment of members of the SCOE Student Attendance Review Board as follows:
 1. J. Lon Cooper, Sierra County Public Defender
 2. Sandra Groven, Sierra County District Attorney
 3. Chuck Henson, Sierra County Chief Probation Officer (alternate: Sofia Gonzalez, Scott Quade)
 4. Laurie Marsh, Sierra County Behavioral Health (alternate: Cara Bowling)
 5. Sheri Roen, Parent Representative
 6. Jamie Shiltz, Sierra County Social Services (alternate: Kristal Evans)
 7. Kimberly Askew, Sierra County Foster Youth Services and McKinney-Vento Liaison
 8. Mike Fisher, Sierra County Sheriff(Ed Code 48321 (a) (4) The school district representatives on the county school attendance review board shall be nominated by the governing boards of school districts and shall be appointed by the county superintendent of schools. All other persons and group representatives shall be appointed by the county board of education.)

DISTRICT

- d. Adoption of Resolution No. 24-003D, Recognition of Mike Moore*
ROLL CALL VOTE
- e. Adoption of Resolution No. 24-004D, Recognition of Kathy Henson*
ROLL CALL VOTE
- f. Adoption of Resolution No. 24-005D, Recognition of Richard Jaquez*
ROLL CALL VOTE
- g. Adoption of Resolution 24-006D, Adopting the Gann Limit**
ROLL CALL VOTE
- h. Adoption of the SPJUSD Unaudited Actuals for the Fiscal Year Ending June 30, 2023*
- i. Nomination of SPJUSD representatives for the SCOE Student Attendance Review Board as follows:
 1. James Berardi, Downieville School Administrator
 2. Megan Meschery, Loyalton High School & Sierra Pass Administrator
 3. Andrea White, Loyalton Elementary School Administrator
 4. Kristie Jacobsen, Secretary(Ed Code 48321 (a) (4) The school district representatives on the county school attendance review board shall be nominated by the governing boards of school districts and shall be appointed by the county superintendent of schools. All other persons and group representatives shall be appointed by the county board of education.)
- j. Approval of Assignment(s) to Teach Core Subjects out of Credential Authorization for the 2023-2024 school year**

- k. Approval of compensation for Andrea White as the Interim District Superintendent at current Administrator daily rate plus 10%, retro to July 1, 2023
- l. Approval of the following SPJUSD personnel items:
 - 1. Assignment of Owen McIntosh, Music Teacher, Loyalton Schools, 1.0 FTE, effective August 21, 2023
 - 2. Assignment of Carol Richards, Custodian, Loyalton Schools, 1.0 FTE (8 hours/day), effective August 21, 2023
 - 3. Assignment of Hayley Evans, Bus Driver, Loyalton Schools, .44 FTE (3.5 hours/day), effective August 24, 2023
 - 4. Assignment of Kayla Seeland, Cafeteria Worker, Loyalton Elementary School, .5 FTE (4 hours/day), effective August 23, 2023
 - 5. Acceptance of Resignation for Cynthia Gelatt, Library Aide, Downieville, .33 FTE (2 hours/day), effective August 11, 2023
 - 6. Authorization to fill Library Aide, Downieville, .33 FTE (2 hours/day)
- m. Approval of bus purchase agreement with A-Z Bus Sales, Inc.**
- n. Approval of assignment of Chris Strine, Bus Driver, Downieville Schools, .5 FTE (4 hours/day), effective date TBD
- o. Approval of Prep Period Buy-Out for Don Negus as the Fuel Ed Online Course Advisor, Loyalton High School, effective August 24, 2023
- p. Approval of Weightlifting as a high school course for P.E. credit

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

Board Bylaw 9310: “The Superintendent or designee shall develop and present a first reading at a public Board meeting and action may be taken on the proposed policy. The Board may require additional readings if necessary.”

- q. 3513.3—Tobacco-Free Schools
 - 1. Board Policy, *revisions***
- r. 4112.9/4212.9/4312.9—Employee Notifications (Certificated/Classified/Management)
 - 1. Exhibit, *revisions***
- s. 4161.1/4361.1—Personal Illness/Injury Leave (Certificated/Management)
 - 1. Administrative Regulation, *revisions***
- t. 4261.1—Personal Illness/Injury Leave (Classified)
 - 1. Administrative Regulation, *revisions***
- u. 4161.2/4261.2/4361.2—Personal Leaves (Certificated/Classified/Management)
 - 1. Administrative Regulation, *revisions***
- v. 4161.8/4261.8/4361.8—Family Care and Medical Leave (Certificated/Classified/Management)
 - 1. Administrative Regulation, *revisions***
- w. 6146.4—Differential Graduation and Competency Standards for Students with Disabilities
 - 1. Board Policy, *revisions***

- x. 6159.2—Nonpublic, Nonsectarian School and Agency Services for Special Education
 - 1. Board Policy, *revisions***
- y. 6173.4—Education for American Indian Students
 - 1. Board Policy, *NEW***
- z. 6174—Education for English Learners
 - 1. Board Policy, *revisions***
 - 2. Administrative Regulation, *revisions***

M. ADVANCED PLANNING

- 1. The next Regular Joint Board Meeting will be held on October 10, 2023, at Downieville School, 130 School St, Downieville CA 95936 at 6:00pm. If needed, Closed Session may be held before the Regular session beginning at 5:00pm. Zoom videoconferencing will be available for the public.
- 2. Suggested Agenda Items

N. ADJOURN



James Berardi,
County Superintendent



Sean Snider,
District Superintendent

** enclosed

* handout

^^ prior meeting handout

James Berardi, County Superintendent – jberardi@spjUSD.org

Sean Snider, District Superintendent – ssnider@spjUSD.org

Kristie Jacobsen, Executive Assistant to the Superintendents – [kjacobson@spjUSD.org](mailto:kjacobsen@spjUSD.org)

Nona Griesert, Director of Business Services/CBO – ngriesert@spjUSD.org

Office: 530-993-1660 x0

Email schoolinfo@spjUSD.org to be added to the agenda email list.

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: September 1, 2023

Termination Date: June 30, 2024

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Superintendent is the designated representative of the COUNTY, and will administer this Agreement for the COUNTY. Catherine Ebel is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

0. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

0. AGREEMENT DATE. The Agreement Date is August 25, 2023.

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

"COUNTY"

"CONTRACTOR"

By: _____
James Berardi, Superintendent

By: _____
[name]

Date

Date

CONTRACTOR TAXPAYER I.D. NUMBER

[name], Consultant
[tax I.D.]

ATTACHMENT A

A.1. SCOPE OF SERVICES AND DUTIES.

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

- Work for Trauma Informed Classroom Professional Learning.
- Training:
 - September 27, 2023 – In person
 - September 27 or 28, 2023 – Parent Training
 - September 28-29, 2023 - Coaching, Classroom visits
 - October 4, 2023 – Virtual
 - November 15, 2023 – Virtual
 - February 8, 2024 – In person
 - February 8 or 9, 2024 – Parent Training
 - February 9-10, 2024 – Coaching, Classroom Visits
 - Additional training or Community Collaborative Conversation, as needed/requested.
- Ongoing TA for teachers or administration personnel: Upon request through phone, email or virtual connection
- Staff Training to include:
 - Brain Science
 - Trauma
 - Developmental
 - Chronic
 - Episodic
 - Institutional
 - Community
 - State-based functioning
 - Manifestations of trauma in learning
 - Child development – is this normal behavior?
 - Classroom culture:
 - Importance of relationships – building & sustaining
 - Importance of Routines & Expectations
 - Safety – physical, emotional, identity

- Classroom management – effective vs ineffective practices
 - Circles for relationship & community building
 - Circles for problem solving
 - Regulation – yours & theirs
 - Importance of modeling & practice
 - Empathy vs Shame
 - Resilience
- Contents of Family/Caregiver gatherings:
 - Powerful Technology Use. This includes safe Social Media education and practice. Why is my kid behaving like this? (The science of the brain, child development)
 - The importance of my participation in my child’s education.
 - Regulation skills for the whole family.
 - Contents of community/agency collaborative time: (If community collaboration is not something you’re engaged in, we would be willing to do some leg work on your behalf to get this started.
 - What do we each need?
 - How can we partner to share resources?
 - How do our goals/laws/policies, etc. intersect?

A.2. MANNER SERVICES ARE TO BE PERFORMED.

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

A.3. FACILITIES FURNISHED BY COUNTY.

- Copies of existing records and supporting documentation as necessary to perform all work
- As approved by County Superintendent, provide classroom or other suitable location for services to be provided and/or conducted

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE,** COUNTY shall pay CONTRACTOR for work performed, as specified below. Maximum annual contract to be paid will be no more than \$7,500 through June 30, 2024. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Superintendent, or designee prior to the issuance of such Invoice. In no event shall total compensation paid for services to CONTRACTOR under this Agreement exceed \$7,500 without a written amendment to this Agreement approved by the County Superintendent.
- B.2 MILEAGE.** CONTRACTOR is expected to use his/her own vehicle and/or make his/her own travel arrangements. Travel expenses will be paid at the below specified rates. No additional mileage/travel reimbursement will be provided.
- B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.
- B.4 SPECIAL CIRCUMSTANCES.** None
- B.5 MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B. 1	In person training (per training)	\$1,400.00
B.2	Coaching/Classroom Visits (per trip)	\$50.00 per class/8 classrooms \$400.00
B.3	Parent Training (per training)	\$200.00
B.4	Virtual Training (per training)	\$200.00
B.5	Add-on Training (Administration or Community Collaborative Conversation during in person visit)	\$200.00
B.6	Podcast/Newsletter	\$200.00 per episode
B.7	Ongoing TA for Teachers or Administration (Request through phone, email or virtual connection) :	\$50.00 per call
B.8	Travel cost (per trip):	\$1,000.00

MAXIMUM CONTRACT AMOUNT:	\$7,500
--------------------------	---------

ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC.

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

licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS.

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

D.4 TIME.

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

D.5 INSURANCE.

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

D.5.1.1 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per incident and Five Hundred Thousand (\$500,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.2 Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than Three Hundred Thousand Dollars (\$300,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.3 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

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

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

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

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

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

Sierra County Office of Education
P.O. Box 955
Loyalton CA 96118

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

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

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

- D.6** INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.
- D.7** CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8** ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9** PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10** STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner

and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.

- D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code (107)*. For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the COUNTY and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR,
- D.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply;
- D.13.1.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- D.13.1.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed *One Thousand Dollars (\$1,000)*. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
- D.13.2** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.
- D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

- D.16** **COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17** **SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18** **MINOR AUDITOR REVISION.** In the event the Sierra County Office of Education finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Superintendent may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.19** **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.20** **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.20.1** **NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.20.2** **MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.21** **TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.22** **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.23** **MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.24** **COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.25** **OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.26** **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- D.27** VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.
- D.28** CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.29** CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.30** TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.
- D.31** AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.32** CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.33** CONFLICT OF INTEREST
- D.33.1** LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.
- D.33.2** ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.
- D.33.3** ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:
- The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any

decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

- D.34** NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the nondiscrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.35** JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.36** TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR'S signature on page 2 of this Agreement).
- D.37** NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Sierra County Office of Education
Post Office Box 955
Loyalton CA 96118
530 993-1660 * Fax 530 994-0828

If to "CONTRACTOR":
Catherine Ebel
109-64-4968
Phone: 970-270-2174 *Email: cathyebel65@gmail.com

From: "Young, Madeline" <myoung@ffa.org>
Subject: **Congratulations National FFA Honorary American Degree Recipient**
Date: August 10, 2023 at 12:59:10 PM PDT
To: "cgriffin@spjUSD.com" <cgriffin@spjUSD.com>
Cc: California - Hugh Mooney <hmooney@cde.ca.gov>

CONGRATULATIONS!

Dear Caroline Griffin,

Each year, the National FFA Organization recognizes individuals who have provided exceptional support for school-based agricultural education and FFA. In recognition of your outstanding contributions to supporting the next generation of leaders, it is our pleasure to award you the Honorary American FFA Degree.

The Honorary American FFA Degree is the highest degree bestowed upon an individual by the National FFA Organization. It stands in recognition of your contributions to agriculture, agricultural education and FFA at the national level.

We plan to honor your outstanding contributions during the 96th National FFA Convention & Expo this November. Please view the [travel planning](#) guide for details pertaining to your travel planning.

A [news release](#) is available for dissemination.

If questions arise during your planning, please do not hesitate to contact honorary@ffa.org.

Best,
Madeline Young
Program Specialist



August 3, 2023

James Berardi, Superintendent
Sierra-Plumas Joint Unified School District
109 Beckwith Rd.
Loyalton, California 96118

Subject: Approval of Request for Public Assistance
FEMA-4699-DR-CA, California Severe Winter Storms, Straight-line
Winds, Flooding, Landslides, and Mudslides
Cal OES ID: 091-91011 FEMA ID: 091-055AA-00
Subrecipient: Sierra-Plumas Joint Unified School District
Cal OES Log: COR-000802 FEMA Log: None

Dear James Berardi:

The California Governor's Office of Emergency Services (Cal OES) is pleased to inform the Sierra-Plumas Joint Unified School District (Subrecipient) its Request for Public Assistance (RPA) for the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides has been approved by the Federal Emergency Management Agency (FEMA). You should have been notified of your RPA Approval by a system-generated email from FEMA's web-based Grants Portal system (support.pagrants@fema.gov). This letter contains additional helpful information. Cal OES requests you use the Cal OES ID number noted above (if applicable) when corresponding with Cal OES for this disaster. All correspondence should be addressed to:

Mr. Robert Larsen, State Public Assistance Officer
California Governor's Office of Emergency Services
Recovery Section, Public Assistance Division
3650 Schriever Avenue
Mather, California 95655
ATTN: FEMA-4699-DR-CA

Incident Period

Eligibility of Public Assistance costs, as a result of the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, will be based on events that occurred within the incident period of February 21, 2023, and



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY SECTION • PUBLIC ASSISTANCE
PHONE: (916) 845-8200 • FAX: (916) 845-8387
www.CalOES.ca.gov

continuing. Pursuant to Title 44 of the Code of Federal Regulations (44 CFR) section 206.202(d)(1)(ii), any known damage that occurred within the incident period must be reported to FEMA/Cal OES within 60 days of the Recovery Scoping Meeting, via Grants Portal - Damage Inventory, to be eligible for federal assistance.

Deadline to Identify Projects

Project Worksheets (PW) are the reimbursement vehicles used to fund disaster projects. PWs are used to document the location, damage description and dimensions, scope of work, and cost estimate for each project. The PW is the basis for funding and all cost estimates and damage must be identified within 60 days following the Recovery Scoping Meeting for each of those projects identified on the subrecipient's Damage Inventory via Grants Portal. Damages and costs must be estimated when final supporting documents are not yet available. As the subrecipient, you are strongly encouraged to submit PW information as soon as possible to expedite the assistance and funding process. Failure to identify and submit PW information in accordance with these parameters may jeopardize project funding, or place additional work requirements on subrecipients to ensure reimbursement of all project costs. Project funding or payment is not available for a PW until it is obligated by FEMA.

Project Completion Deadlines

In accordance with 44 CFR section 206.204(c)(1), FEMA requires all projects be completed within approved timeframes or funding may be jeopardized. It is imperative subrecipients submit a time extension request for any project that will not be completed by the current approved project deadline. Further, time extensions will be granted by Cal OES or FEMA only if the subrecipient can demonstrate extenuating circumstances or unusual project requirements beyond its control that prevent the successful completion of the approved scope of work by the current approved project deadline. Please be advised FEMA and Cal OES will examine these requests closely and time extensions will only be approved for extenuating circumstances. To assist you in determining whether your agency requires a time extension, please refer to the following time limitations for the completion of work associated with this disaster:

DR-4699 Emergency Work Deadlines (Categories A and B)		DR-4699 Permanent Work Deadlines (Categories C-G)	
Regulatory Deadline	Cal OES Time Extension Authority	Regulatory Deadline	Cal OES Time Extension Authority
October 3, 2023	April 3, 2024	October 3, 2024	April 3, 2027

As delineated in the table above, Cal OES is able to grant time extensions for approved (obligated) projects through April 3, 2024, for emergency work and April 3, 2027, for permanent work. FEMA must approve time extensions for any project that will be completed after these dates. Time extension requests must include a full explanation of the extenuating circumstances causing the delay, PW number, category of work, construction schedule, estimated project completion date, as well as dates and provision of previously approved time extensions. Time extension requests should be submitted to Cal OES prior to the established deadline.

Compliance with Federal, State, and Local Environmental and Historical Laws

Initiating a project prior to FEMA's review for compliance with federal environmental and historic laws and executive orders may result in jeopardizing funding. FEMA will complete any required documentation and interagency consultations. Subrecipients must obtain all necessary permits required for all projects, and must comply with any federal, state, or local environmental and historic laws or permit requirements.

Change in Scope of Work or Additional Funding

Any change to the scope of work and/or significant increase in project funding must be requested in writing through Cal OES. A version to the original PW may be prepared by Cal OES based on the eligible work in the documentation provided with the request. The draft PW will be transmitted by Cal OES to FEMA for approval. It is imperative subrecipients wait for FEMA's approval before initiating any changes to the approved scope of work. Such work may be subject to review for compliance with various federal environmental and historic preservation laws and regulations. Any additional work performed prior to approval by FEMA and completion of these reviews may jeopardize funding for the entire project.

Management Costs

In accordance with FEMA Recovery Policy FP 104-11-2, subrecipients can claim management costs through the PW process for those disasters declared on or after August 1, 2017, for five percent of the total award amount. Management costs include indirect costs, direct administrative costs, and any other administrative expense associated *with a specific project* under a major disaster. These expenses can include, but are not limited to; staff time spent to complete initial, interim, and final inspections; preparing PWs; collecting and organizing documentation; and attending certain meetings with Cal OES and FEMA. In addition, Cal OES will continue to provide a 10 percent administrative allowance on the Cal OES cost-share amount.

Net Small Project Overrun (NSPO) Guidelines

Pursuant to 44 CFR section 206.204(e)(2), a Public Assistance subrecipient may

appeal for additional small project funding within 60 days of the completion of work on its last small project. The small project threshold for this event is \$1,000,000. When submitting an appeal for an NSPO, you must include a cost overrun summary listing all small project PWs, actual costs to complete the approved scope of work, and project completion dates. Further, you must be prepared to supply all required supporting documentation upon request.

Appeal Process

In accordance with 44 CFR section 206.206, you have the right to appeal any determination made by FEMA. Subrecipients must submit an appeal through Grants Portal, within 60 days from the date that FEMA electronically transmits the determination via Grants Portal. Cal OES then has an additional 60 days to review the appeal, make a recommendation, and transmit the appeal to FEMA. FEMA regulations require the subrecipient to provide a documented justification in support of its position; the monetary figure in dispute; and the provision of federal law and the regulation or policy with which the subrecipient believes the initial action was inconsistent. At a minimum, subrecipients are encouraged to submit the above documentation, as well as any additional documentation needed to best support the appeal argument. All known relevant information must be submitted with the first appeal. Additional information may not be submitted later. Failure to provide this information will affect Cal OES' ability to support the appeal and still meet FEMA's regulatory deadlines.

Funding Process

Upon obligation of federal and state funds, you will be notified by Cal OES via grant obligation notification letters. These obligation letters will describe the state and federal funding processes. Questions regarding payments of approved funding should be directed to the Cal OES Financial Processing Division at (916) 845-8110 or via email at RecoveryPayments@caloes.ca.gov.

Insurance

Pursuant to 44 CFR section 206.252, a subrecipient is required to obtain and maintain insurance on insurable facilities as a condition of receiving Public Assistance funding from FEMA. This requirement is waived when eligible costs for an insurable facility do not exceed \$5,000. FEMA will notify the subrecipient of the type and amount of insurance required. However, FEMA cannot require greater types and extent of insurance than is certified as reasonable by the State Insurance Commissioner. FEMA Policy 206-086-1, Public Assistance Policy on Insurance, describes these requirements in detail. Please note, failure to obtain and maintain insurance as prescribed could jeopardize future disaster funding.

Procurement

For all approved, federally funded and/or federally financed projects, subrecipients are required to follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at 2 CFR Part 200, as adopted by the Department of Homeland Security at 2 CFR Part 3002, when using the federal financial assistance to procure property and/or services.

In conclusion, expediting the processing of project worksheets and reimbursements involves a high level of proactive participation. It is imperative you coordinate with your staff and designated Cal OES/FEMA personnel to submit the Damage Inventory and supporting documentation, and conduct site inspections in a timely manner to avoid unnecessary delays in reimbursements, which can ultimately affect your jurisdiction's recovery. If you have any questions related to this correspondence, please contact us at (916) 845-8200 or via email at DisasterRecovery@caloes.ca.gov.

Sincerely,

THE CAL OES RECOVERY TEAM
(916) 845-8200
DisasterRecovery@caloes.ca.gov

cc: Financial Processing Division

kmh

New/Renewal	School Year	Grade Entering	District of Residence	Receiving District	Reason Given by Requestor	Backup Documentation Received?	In/Out?
Renewal	2023-24	3	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	4	SPJUSD	Washoe	Parent works in Reno	Yes	Out
Renewal	2023-24	4	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	7	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	7	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	9	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	10	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	2	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	4	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	3	SPJUSD	Washoe	Proximity to schools	n/a	Out
Renewal	2023-24	2	SPJUSD	Plumas	Parent works in Portola	Yes	Out
Renewal	2023-24	8	SPJUSD	Plumas	Parent works in Portola	Yes	Out
Renewal	2023-24	11	SPJUSD	Plumas	Parent works in Portola	Yes	Out
Renewal	2023-24	12	SPJUSD	Plumas	Parent works in Portola	Yes	Out
Renewal	2023-24	4	Plumas	SPJUSD	Work/Family/Childcare in Loyalton	Yes	In
Renewal	2023-24	8	Plumas	SPJUSD	Work/Family/Childcare in Loyalton	Yes	In
Renewal	2023-24	11	Plumas	SPJUSD	Work/Family/Childcare in Loyalton	Yes	In
Renewal	2023-24	4	Plumas	SPJUSD	Continue education in Loyalton	n/a	In
Renewal	2022-23	8	Washoe	SPJUSD	Parent works for SPJUSD	n/a	In
Renewal	2022-23	10	Washoe	SPJUSD	Parent works for SPJUSD	n/a	In
New	2023-24	9	TTUSD	SPJUSD	Moving to Loyalton during school year	n/a	In
Renewal	2023-24	10	Plumas	SPJUSD	Continue education in Loyalton	n/a	In
Renewal	2023-24	12	Plumas	SPJUSD	Continue education in Loyalton	n/a	In
Renewal	2023-24	12	SPJUSD	Plumas	Continue education in Portola	n/a	Out

Report Date:
9/12/2023

Balances through August						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	414,703.00	414,703.00	310,077.90	8,515.30	96,109.80
1115	Certificated Extra Duty	2,500.00	2,500.00			2,500.00
1120	Certificated Substitutes	8,490.00	8,490.00			8,490.00
1200	Certificated Pupil Support Ser	35,927.00	35,927.00	28,513.40	5,702.68	1,710.92
1300	Certificated Supervisor Admini	230,335.00	230,335.00	176,852.20	35,370.44	18,112.36
1310	Teacher in Charge	10,000.00	10,000.00			10,000.00
2100	Instructional Aides' Salaries	196,459.00	196,459.00	146,098.06	4,488.34	45,872.60
2115	Classified Extra Duty	1,000.00	1,000.00			1,000.00
2120	Classified Substitutes	5,000.00	5,000.00			5,000.00
2200	Classified Support Salaries	110,860.00	110,860.00	40,462.08	3,894.64	66,503.28
2215	Classified Support Extra Duty	1,000.00	1,000.00			1,000.00
2220	Classified Substitute Salaries	1,773.00	1,773.00			1,773.00
2300	Classified Supervisors' Admini	180,092.00	180,092.00	127,133.30	25,358.00	27,600.70
2400	Clerical Technical Office Staf	246,910.00	246,910.00	202,548.65	32,502.57	11,858.78
2900	Other Classified Salaries	14,760.00	14,760.00			14,760.00
3101	STRS Certificated Positions	199,074.00	199,074.00	98,449.90	9,471.43	91,152.67
3102	STRS Classified Positions	1,719.00	1,719.00			1,719.00
3202	PERS Classified Positions	197,841.00	197,841.00	137,634.90	19,133.39	41,072.71
3301	OASDI Certificated Positions	2,134.00	2,134.00			2,134.00
3302	OASDI Classified Positions	45,852.00	45,852.00	30,783.41	4,020.07	11,048.52
3311	Medicare Certificated Position	9,986.00	9,986.00	7,080.50	691.44	2,214.06
3312	Medicare Classified Positions	10,748.00	10,748.00	7,199.38	940.18	2,608.44
3401	Health & Welfare Benefits Cert	127,707.00	127,707.00	106,071.20	5,310.56	16,325.24
3402	Health & Welfare Benefits Clas	155,738.00	155,738.00	156,215.10	15,938.37	16,415.47-
3501	SUI Certificated	3,588.00	3,588.00	257.80	131.81	3,198.39
3502	SUI Classified	3,789.00	3,789.00	258.32	162.68	3,368.00
3601	Workers' Compensation Certific	27,795.00	27,795.00	19,414.70	1,895.91	6,484.39
3602	Workers' Compensation Classifi	29,912.00	29,912.00	19,740.58	2,577.97	7,593.45
3901	Golden Handshake	15,689.00	15,689.00			15,689.00
4100	Approved Textbooks Core Curric	1,300.00	1,300.00			1,300.00
4300	Materials and Supplies	23,467.00	23,467.00	8,189.28	573.71	14,704.01
4320	Custodial Grounds Supplies	1,250.00	1,250.00			1,250.00
4330	Office Supplies	1,750.00	1,750.00	240.00		1,510.00
4350	Vehicle Upkeep	3,000.00	3,000.00	2,000.00		1,000.00
4400	Noncapitalized Equipment	3,214.00	3,214.00	2,925.39	1,414.01	1,125.40-
5100	Subagreements for Services	40,000.00	40,000.00			40,000.00
5200	Travel and Conference	25,638.00	25,638.00	3,062.50	243.19	22,332.31

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2024, Period = 2, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 0, Page Break? = N)

Balances through August						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
5300	Dues and Membership	32,798.00	32,798.00	7,220.80	19,157.16	6,420.04
5400	Insurance	25,000.00	25,000.00			25,000.00
5500	Operation Housekeeping Service	22,000.00	22,000.00	7,726.20	273.80	14,000.00
5600	Rentals, Leases, Repairs, Nonc	1,500.00	1,500.00	578.20	71.76	850.04
5801	Legal Services	18,500.00	18,500.00	5,000.00		13,500.00
5805	Personnel Expense	500.00	500.00	200.00		300.00
5808	Other Services & Fees	1,500.00	1,500.00	934.03	65.97	500.00
5810	Contracted Services	437,789.00	437,789.00	196,300.40	37,554.73	203,933.87
5899	SPJUSD to Reimburse			6,588.22	30,046.01	36,634.23-
5900	Communications	16,000.00	16,000.00	668.16	1,281.84	14,050.00
6200	Building and Improvement of Bu				13,530.00	13,530.00-
6400	Equipment	20,000.00	20,000.00			20,000.00
6500	Equipment Replacement	15,000.00	15,000.00			15,000.00
7110	County Tuition Inter Dist Agree	25,000.00	25,000.00			25,000.00
7141	Tuition, excess cost etc betwe	24,428.00	24,428.00			24,428.00
7310	Direct Support/Indirect Costs					.00
Total for Fund 01 and Expense accounts		3,031,015.00	3,031,015.00	1,856,424.56	280,317.96	894,272.48
Fund 11 - ADULT ED						
1100	Teachers Salaries	12,500.00	12,500.00		11,085.06	1,414.94
1300	Certificated Supervisor Admini	116,095.00	116,095.00	92,138.40	18,427.68	5,528.92
2200	Classified Support Salaries	3,572.00	3,572.00			3,572.00
2400	Clerical Technical Office Staf	63,900.00	63,900.00	27,711.15	2,681.27	33,507.58
3101	STRS Certificated Positions	29,762.00	29,762.00	17,598.40	3,519.68	8,643.92
3202	PERS Classified Positions	18,218.00	18,218.00	7,209.10	723.94	10,284.96
3301	OASDI Certificated Positions				687.27	687.27-
3302	OASDI Classified Positions	4,184.00	4,184.00	1,430.27	137.46	2,616.27
3311	Medicare Certificated Position	1,864.00	1,864.00	1,336.00	427.93	100.07
3312	Medicare Classified Positions	979.00	979.00	334.46	32.15	612.39
3401	Health & Welfare Benefits Cert	10,745.00	10,745.00	11,939.00	2,387.80	3,581.80-
3402	Health & Welfare Benefits Clas	17,536.00	17,536.00	15,942.30	1,594.23	.53-
3501	SUI Certificated	643.00	643.00	46.10	68.00	528.90
3502	SUI Classified	338.00	338.00	13.90	1.34	322.76
3601	Workers' Compensation Certific	5,191.00	5,191.00	3,663.30	1,173.39	354.31
3602	Workers' Compensation Classifi	2,723.00	2,723.00	917.19	88.15	1,717.66
4300	Materials and Supplies			1,693.26	176.20	1,869.46-
4330	Office Supplies	500.00	500.00	488.02	11.98	.00

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2024, Period = 2, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 0, Page Break? = N)

ESCAPE ONLINE

Balances through August						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 11 - ADULT ED (continued)						
4350	Vehicle Upkeep	88.00	88.00	274.68		186.68-
5200	Travel and Conference			1,000.00		1,000.00-
5300	Dues and Membership			1,400.00		1,400.00-
5500	Operation Housekeeping Service			5,739.95	260.05	6,000.00-
5600	Rentals, Leases, Repairs, Nonc			2,281.15	126.85	2,408.00-
5801	Legal Services	500.00	500.00			500.00
5805	Personnel Expense	100.00	100.00	100.00		.00
5810	Contracted Services			1,052.07	9,967.93	11,020.00-
5900	Communications			1,493.21	306.79	1,800.00-
7619	Other Authorized Interfund Tra	14,187.00	14,187.00			14,187.00
Total for Fund 11 and Expense accounts		303,625.00	303,625.00	195,801.91	53,885.15	53,937.94
Fund 16 - FOREST RES						
7211	Transfers of Pass-through Rev	262,000.00	262,000.00			262,000.00
7619	Other Authorized Interfund Tra	46,000.00	46,000.00			46,000.00
Total for Fund 16 and Expense accounts		308,000.00	308,000.00	.00	.00	308,000.00
Total for Org 001 - Sierra County Office of Education		3,642,640.00	3,642,640.00	2,052,226.47	334,203.11	1,256,210.42

Balances through August						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD						
1100	Teachers Salaries	2,311,566.00	2,311,566.00	2,079,123.85	20,856.21	211,585.94
1115	Extra Duty Hourly	8,000.00	8,000.00		685.00	7,315.00
1120	Certificated Substitutes	57,000.00	57,000.00		140.00	56,860.00
1300	Certificated Superv/Admin Sala	421,444.00	421,444.00	198,243.40	41,563.51	181,637.09
1310	Teacher In Charge/Head Teacher	10,000.00	10,000.00			10,000.00
2100	Instructional Aides Salaries	276,535.00	276,535.00	237,987.35		38,547.65
2115	Inst. Aide Extra Duty	2,000.00	2,000.00			2,000.00
2120	Instructional Aides Substitute	3,000.00	3,000.00			3,000.00
2200	Classified Support Salaries	386,184.00	386,184.00	256,883.00	49,568.11	79,732.89
2201	Bus Driver	91,744.00	91,744.00	16,298.30	5,179.26	70,266.44
2215	Classified Extra Duty	2,500.00	2,500.00			2,500.00
2220	Classified Support Substitute	25,000.00	25,000.00		3,292.17	21,707.83
2300	Classified Sup/Admin Salaries	2,700.00	2,700.00	2,386.00	270.00	44.00
2400	Clerical & Office Salaries	198,902.00	198,902.00	168,568.54	21,291.00	9,042.46
2420	Clerical & Office Sub Salaries	4,000.00	4,000.00			4,000.00
2900	Other Classified Salaries	25,277.00	25,277.00			25,277.00
3101	State Teachers Retirement Syst	728,447.00	728,447.00	422,093.93	12,003.35	294,349.72
3102	State Teachers Retirement Syst	9,472.00	9,472.00			9,472.00
3201	Public Employees Retirement Sy	1,000.00	1,000.00			1,000.00
3202	Public Employees Retirement Sy	265,911.00	265,911.00	153,314.52	19,349.29	93,247.19
3311	OASDI-Certificated Positions	2,076.00	2,076.00	56.12-	8.68	2,123.44
3312	OASDI-Classified Positions	62,143.00	62,143.00	40,328.83	4,771.20	17,042.97
3321	Medicare-Certificated Position	38,138.00	38,138.00	30,406.79	881.39	6,849.82
3322	Medicare-Classified Positions	14,537.00	14,537.00	9,431.56	1,115.84	3,989.60
3401	Health & Welfare -Certificated	503,060.00	503,060.00	500,707.40	5,845.50	3,492.90-
3402	Health & Welfare-Classified Po	201,550.00	201,550.00	182,390.30	30,629.87	11,470.17-
3501	State Unemployment Insurance-C	14,217.00	14,217.00	2,269.63	147.02	11,800.35
3502	State Unemployment Insurance-	5,177.00	5,177.00	902.08	190.76	4,084.16
3601	Workers' Compensation Insuranc	95,889.00	95,889.00	80,613.56	2,265.06	13,010.38
3602	Workers' Compensation Insuranc	35,643.00	35,643.00	24,238.93	2,867.67	8,536.40
3901	Other Benefits, Certificated P	35,074.00	35,074.00	64,300.60	4,384.14	33,610.74-
3902	Other Benefits, Classified Pos	17,537.00	17,537.00	14,613.80	4,446.12	1,522.92-
4100	Textbooks	26,605.00	26,605.00	1,346.12	3,033.16	22,225.72
4300	Class Mat'l and Supplies	50,843.00	50,843.00	5,689.65	14,994.71	30,158.64
4301	Class Consumablel Mat'l	7,000.00	7,000.00	82.62	1,233.75	5,683.63
4302	Class Paper/Toner	14,000.00	14,000.00	1,907.16	2,792.16	9,300.68
4305	Other Student M&S	25,000.00	25,000.00	7,125.48	1,953.86	15,920.66

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2024, Period = 2, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 0, Page Break? = N)

Balances through August						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
4320	Custodial Grounds Supplies	38,000.00	38,000.00	11,961.65	14,526.67	11,511.68
4330	Office Supplies	17,000.00	17,000.00	2,250.86	2,088.39	12,660.75
4350	Vehicle Maint. M&S	11,500.00	11,500.00	3,875.14	289.90	7,334.96
4351	Vehicle FUEL	30,000.00	30,000.00	27,677.03	301.26-	2,624.23
4400	Non-Capital Equipment (Up to \$	58,895.00	58,895.00	13,408.56	2,148.04	43,338.40
5100	Subagreement for Services	185,000.00	185,000.00			185,000.00
5200	Travel & Conferences	55,802.00	55,802.00	16,847.00	8,542.78	30,412.22
5300	Dues & Membership	10,129.00	10,129.00	4,487.60	5,350.52	290.88
5400	Insurance-Fire, liability, etc	210,000.00	210,000.00			210,000.00
5510	Power	159,000.00	159,000.00	149,273.76	9,723.30	2.94
5520	Garbage	7,000.00	7,000.00	6,591.66	737.72	329.38-
5530	Water	60,000.00	60,000.00	54,568.89	5,431.11	.00
5540	Propane	171,000.00	171,000.00	169,057.90	1,942.10	.00
5590	Miscellaneous Utilities	20,000.00	20,000.00	20,000.00		.00
5600	Rentals, Leases & Repairs	83,500.00	83,500.00	52,343.96	37,635.31	6,479.27-
5800	Services & Operating Expense	7,500.00	7,500.00			7,500.00
5810	Legal Expenses	20,000.00	20,000.00	10,000.00		10,000.00
5812	Board Election Expense	2,000.00	2,000.00			2,000.00
5840	Audit Expense	14,959.00	14,959.00			14,959.00
5860	Solid Waste Tax	12,500.00	12,500.00	11,500.00		1,000.00
5890	Contracts/Servic	819,579.00	819,579.00	587,317.16	77,174.88	155,086.96
5899	SCOE Interagency Reimburse			19,668.72	11,139.53	30,808.25-
5900	Communications	3,500.00	3,500.00	2,548.16	451.84	500.00
5910	Telephone-Monthly Service	22,075.00	22,075.00	15,792.09	2,145.41	4,137.50
6200	Building & Improvements			15,455.07	110,070.71	125,525.78-
6400	Equipment	60,000.00	60,000.00		32,748.67	27,251.33
6500	Equipment Replacement	55,000.00	55,000.00	72,087.23	30,748.52	47,835.75-
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	111,053.00	111,053.00			111,053.00
7619	Other Interfund Transfers Out	750,000.00	750,000.00		750,000.00	.00
Total for Fund 01 and Expense accounts		9,078,613.00	9,078,613.00	5,872,359.72	1,358,352.93	1,847,900.35
Fund 13 - Cafeteria						
2200	Classified Support Salaries	104,277.00	104,277.00	83,152.68		21,124.32
2215	Classified Extra Duty	1,000.00	1,000.00		231.50	768.50
2220	Classified Support Substitute	500.00	500.00			500.00

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2024, Period = 2, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 0, Page Break? = N)

ESCAPE ONLINE

Balances through August						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 13 - Cafeteria (continued)						
3202	Public Employees Retirement Sy	21,628.00	21,628.00	14,814.20	62.51	6,751.29
3312	OASDI-Classified Positions	6,242.00	6,242.00	4,838.86	14.35	1,388.79
3322	Medicare-Classified Positions	1,460.00	1,460.00	1,131.64	3.36	325.00
3402	Health & Welfare-Classified Po	17,537.00	17,537.00	17,536.60		.40
3502	State Unemployment Insurance-	529.00	529.00	75.99	.12	452.89
3602	Workers' Compensation Insuranc	3,580.00	3,580.00	2,908.22	8.63	663.15
4340	Food Service	8,000.00	8,000.00	8,050.00		50.00-
4400	Non-Capital Equipment (Up to \$	2,000.00	2,000.00			2,000.00
4700	Food	60,000.00	60,000.00	59,976.65	1,001.48	978.13-
5200	Travel & Conferences	500.00	500.00	242.00		258.00
5600	Rentals, Leases & Repairs	6,000.00	6,000.00			6,000.00
5800	Services & Operating Expense	400.00	400.00			400.00
5890	Contracts/Servic	500.00	500.00		406.00	94.00
Total for Fund 13 and Expense accounts		234,153.00	234,153.00	192,726.84	1,727.95	39,698.21
Fund 40 - Dist Build						
6200	Building & Improvements	750,000.00	750,000.00			750,000.00
Total for Fund 40 and Expense accounts		750,000.00	750,000.00	.00	.00	750,000.00
Fund 73 - Bechen						
5800	Services & Operating Expense	25,000.00	25,000.00			25,000.00
Total for Fund 73 and Expense accounts		25,000.00	25,000.00	.00	.00	25,000.00
Total for Org 006 - Sierra-Plumas Joint Unified School District		10,087,766.00	10,087,766.00	6,065,086.56	1,360,080.88	2,662,598.56

**MINUTES for the *SPECIAL* Meeting of the
Sierra-Plumas Joint Unified School District Governing Board**

August 04, 2023

8:00am

Loyalton: Sierra County Office of Education, Room 4, 109 Beckwith Rd, Loyalton CA 96118

Zoom videoconferencing was not used.

A. CALL TO ORDER

President KELLY CHAMPION called the meeting to order at 8:00am.

B. ROLL CALL

PRESENT: *Patty Hall, Area 1 (arrived at 8:15)*
Annie Tipton, Vice President, Area 2
Christina Potter, Area 3 (arrived at 8:10)
Kelly Champion, President, Area 4
Dorie Gayner, Clerk, Area 5

ABSENT: *None*

C. APPROVAL OF AGENDA

TIPTON/GAYNER
3/0

D. FLAG SALUTE

E. PUBLIC COMMENT FOR CLOSED SESSION

Special Meeting Agenda Items only, please.
None

F. CLOSED SESSION

The Board moved into Closed Session at 8:10am to discuss the following item(s):

1. Government Code 54957
PUBLIC EMPLOYMENT, District Superintendent

G. RETURN TO OPEN SESSION at 11:48am

H. REPORT OUT FROM CLOSED SESSION

CHAMPION: Interviews; Offered position to candidate

I. ADVANCED PLANNING

1. The next Regular Joint Board Meeting will be held on August 08, 2023, at Downieville School, 130 School St, Downieville CA 95936 at 6:00pm. If needed, Closed Session may be held before the Regular session beginning at 5:00pm. Zoom videoconferencing will be available for the public.

J. ADJOURN

CHAMPION adjourned the meeting at 11:49am.

Dorie Gayner,
Clerk

Andrea White,
Interim District Superintendent

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD
Closed Session Reporting Form

DATE: August 04, 2023

CLOSED SESSION BEGAN AT: 8:10 A.M.

BOARD MEMBERS PRESENT:

Patty Hall Annie Tipton Christina Potter Kelly Champion Dorie Gayner

OTHERS PRESENT:

- James Berardi, County Superintendent
- Andrea White, Interim District Superintendent
- Nona Griesert, Director of Business Services
- Dan Zeisler

I. SESSION TOPIC(S):

Item #1—Government Code 54957
PUBLIC EMPLOYMENT, District Superintendent

RESULT:

DIRECTION WAS GIVEN TO SUPERINTENDENT

THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.

A ROLL CALL VOTE WAS TAKEN:
HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____

II. ENDED CLOSED SESSION AT 11:48 A.M. AND RETURNED TO OPEN SESSION

PRESIDED BY: Kelly Champion
Kelly Champion, PRESIDENT

RECORDED BY: Dorie Gayner
Dorie Gayner, CLERK

**MINUTES for the Joint Meeting of the
Sierra County Board of Education
and the
Sierra-Plumas Joint Unified School District Governing Board**

August 08, 2023

5:00pm CLOSED Session

6:00pm Regular Session

Downieville: Downieville School, 130 School St, Downieville CA 95936

Zoom videoconferencing was also available for the public.

A. CALL TO ORDER

President KELLY CHAMPION called the meeting to order at 5:06pm.

B. ROLL CALL

PRESENT: *Area 1: Patty Hall, Area 1 (arrived at 6:00pm)*

Area 2: Annie Tipton (Vice President)

Area 3: Christina Potter

Area 4: Kelly Champion (President)

Area 5: Dorie Gayner (Clerk) (attending via Zoom under "Just Cause" pursuant to Government Code 54953)

ABSENT: *None*

C. APPROVAL OF AGENDA

TIPTON/GAYNER

4/0

D. PUBLIC COMMENT FOR CLOSED SESSION

None

E. CLOSED SESSION

The Board moved into Closed Session at 5:07pm to discuss the following item(s):

1. Government Code 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiator(s) for the Board:

James Berardi, County Superintendent

Andrea White, Interim District Superintendent

Employee Organizations:

Unrepresented Employees: Sierra-Plumas Teachers' Association

Classified Employees

Confidential Employees

Administrative Employees

2. Government Code 54957

PUBLIC EMPLOYMENT, District Superintendent

F. RETURN TO OPEN SESSION at 5:36pm and ADJOURN FOR BREAK

G. 6:04PM – RECONVENE

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

TIPTON: We had a brief discussion on negotiations and another brief discussion on a contract for a potential new superintendent.

J. INFORMATION ITEMS

1. Superintendent Reports

COUNTY

a. Counseling update

BERARDI: Using Tiny Eyes again this year, an online service. It has been working well for us so far.

DISTRICT

b. Snow Day Procedures

WHITE: This is an informational letter that will be going out to parents. We will have a meeting in the fall with the new Superintendent and bus drivers to go over the procedures as the Superintendent will play an integral part in making the calls on snow days.

c. FEMA and Cal OES update

BERARDI: Submitted a request for close to \$1 million to cover damages to different sites in the district from the storms this past winter.

d. Phone/PA update

WHITE: Wiring is good to go in Loyalton.

BERARDI: Wiring is good to go in Downieville as well. Equipment has been ordered. They should be able to starting installing within a few of weeks.

e. Professional Development days

WHITE: In-service days August 21-22. Bringing in a guest speaker on the first day, Brandon Beck from New York, talking to teachers about their “Why.” Be ready to dance! We will also spend time on ALICE training the first afternoon. All staff are invited for the first day. Teachers will be at their sites the second day for meetings and class prep.

2. Business Report

a. Account Object Summary-Balance from 07/01/2023 to 07/31/2023

1. SCOE

2. SPJUSD

b. Most recent Inter-District Attendance Agreements approved

3. Staff Reports

a. SCOE

SELPA—BETHKE: Started our second half of the Extended School Year this week. We still have two vacancies: an Aide position and a Teacher position.

ADULT ED—JACKSON: Adult Ed served 138 students last year with over 100 of those in the Emergency Medical and Healthcare Services program. 83% of the EMT students took the national registry test and passed. Our Consortium is eligible to receive \$150K to expand regionally. Starting two EMS classes, Advanced EMT in Loyalton and Basic EMT in Downieville. Received approval from NorCal EMS to offer Continuing Education units to those in the EMS and Healthcare industries.

b. SPJUSD

LES—WHITE (CERESOLA): Busy with getting the building ready for the first day of school—floors, keys, intercoms, etc.

DES & DHS—BERARDI: School was used quite a bit throughout the summer for community events. Working to get buildings prepared for start of the school year. Expecting enrollment here to go up slightly this year.

LHS—MESCHERY: Lots going on—painting projects, deep cleaning, new bleachers are in, new store front install in the works. Grizzlies Day coming up August 17th at 6pm. Will be attending Feather River College Educational Summit August 15th with Cali Griffin and Amanada Wattenburg. Hoping to make more connections, especially around concurrent enrollment. The Freshman take off for Grizzly Ranch Sept 6-7th. Sports kicking off with football August 26th, volleyball August 31st and soccer September 12th. Preparing for WASC Accreditation this year. We need Instructional Aides and Safety Monitors at LHS.

4. SPTA Report

PRESIDENT—PETTERSON: Teachers are savoring those last days of summer. A lot have already been back in their classrooms to gear up for the school year.

5. Committee/Board Member Reports

HALL: Apologize for missing Closed Session.

CHAMPION:

-Finance Committee—Meeting monthly, trying to work on solutions.

-Have been attending City of Loyalton Water Infrastructure Ad Hoc committee meetings. GAYNER: They are currently waiting on an engineering report.

Working on grant funds to get series of leaks fixed.

-First Five Community Grants—\$18K this year went to teachers and GCPC.

6. Public Comment

Megan Meschery—Sierra Schools Foundation: Thank you to everyone who worked on the Prop 28 grant and leveraging that money to hire a Music Teacher. SSF is happy to work with Musica Sierra and Sierra County Arts Council for funding in Loyalton.

K. CONSENT CALENDAR

1. Approval of minutes for the Regular Joint Meeting held July 11, 2023
2. Approval of Board Report-Checks Dated 07/01/2023 through 07/31/2023
 - a. SCOE
 - b. SPJUSD
3. Approval of the 2023-2024 Certificated Substitute Lists
 - a. SCOE
 - b. SPJUSD

HALL/POTTER

5/0

L. ACTION ITEMS

1. Old Business

- a. Authorization to enter into a Memorandum of Understanding between SCOE and SPJUSD to bill for services provided, Contract 2024-001C

TIPTON/POTTER

5/0

- b. Authorization to enter into a Memorandum of Understanding between SPJUSD and SCOE to bill for services provided, Contract 2024-001D
TIPTON/POTTER
5/0

2. New Business

COUNTY & DISTRICT

PUBLIC HEARING – Declaration of Need for Fully Qualified Educators

- a. Public Hearing *opened at 6:37pm* to receive public comment regarding the Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year (Items b & c). *Closed at 6:38pm with no comment.*
- b. Adoption of Resolution No. 24-003C/24-002D, Declaration of Need for Fully Qualified Educators for the 2023-2024 School Year
TIPTON/POTTER
ROLL CALL VOTE:
GAYNER – AYE
HALL – AYE
POTTER – AYE
TIPTON – AYE
CHAMPION – AYE
5/0
- c. Approval of the Declaration of Need for Fully Qualified Educators for the 2023-2024 school year. *A diligent search to recruit fully prepared teacher(s) was made and an insufficient number of certificated persons met the employment criteria for the position(s).*
 - 1. SCOE
 - 2. SPJUSD*TIPTON/POTTER*
5/0
- d. Approval of CBEST Waiver for Substitute Teachers
The Sierra COE and Sierra-Plumas JUSD have 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 SCOE and SPJUSD anticipates employing no greater than five (5) day-to-day substitutes on variable term CBEST waiver for the 2023-2024 school year.
CHAMPION/HALL
5/0

DISTRICT

- e. Approval of the contract with Sierra Transportation Company, LLC, for bus services in Downieville for the 2022-2023 school year, Contract No. 2023-014D
TIPTON/HALL
5/0
- f. Authorization for SPJUSD to enter into a Memorandum of Understanding with Sierra Schools Foundation, Musica Sierra and Sierra County Arts Council for funding a full-time music teacher, Contract No. 2024-005D
CHAMPION/TIPTON
5/0

- g. Tentative appointment of new Interim District Superintendent, effective August 21, 2023, until a full-time District Superintendent is seated
No action
- h. Tentative approval of Contract 2024-006D, Employment Agreement for new Interim Superintendent
No action
- i. Tentative approval of Contract 2024-007D, Employment Agreement for new District Superintendent
TIPTON/POTTER
5/0
- j. Approval of resignation for Aimee Phebus, Instructional Aide, Loyalton High School, .88 FTE (5.25 hours/day), effective July 18, 2023
POTTER/TIPTON
5/0
- k. Approval of assignment of Carlynn Wills, Student Services Liaison, Districtwide, .68 FTE (not to exceed 27 hours per week)
TIPTON/POTTER
5/0
- l. Approval of updated Job Description for Safety Aide, Physical Education
POTTER/HALL
5/0
- m. Approval of Salary Schedule for Safety Aide, Physical Education
TIPTON/GAYNER
5/5
- n. Authorization to fill Safety Aide, Physical Education, Loyalton High School, .88 FTE (5.25 hours/day)
TIPTON/CHAMPION
5/0
- o. Authorization to fill shared Custodian, site assignment(s) TBD, up to 1.0 FTE (8 hours/day)
POTTER/TIPTON
5/0
- p. Authorization to fill Cafeteria Worker, Loyalton Elementary School, .5 FTE (4 hours/day)
TIPTON/GAYNER
5/0
- q. Approval of the Job Description for the Executive Assistant to the Superintendent(s)
TIPTON/HALL
5/0
- r. Approval of the Salary Schedule for the Executive Assistant to the Superintendent(s), retro to July 1, 2023
POTTER/HALL
5/0

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

Board Bylaw 9310: “The Superintendent or designee shall develop and present a first reading at a public Board meeting and action may be taken on the proposed policy.

The Board may require additional readings if necessary.”

TIPTON motioned to approve s-x as presented. Second by *HALL*.

5/0

- s. 4112.2—Certification (*Certificated Staff*)
 - 1. Board Policy, *revisions*
 - 2. Administrative Regulation, *revisions*
- t. 4140/4240/4340—Bargaining Units (*All Staff*)
 - 1. Board Policy, *revisions*
- u. 5117—Interdistrict Attendance
 - 1. Board Policy, *revisions*
- v. 5141.5—Mental Health
 - 1. Board Policy, *revisions*
- w. 5141.6—School Health Services
 - 1. Board Policy, *revisions*
 - 2. Administrative Regulation, *revisions*
- x. 5145.6—Parent/Guardian Notifications
 - 1. Board Policy, *revisions*
 - 2. Exhibit, *revisions*

M. ADVANCED PLANNING

- 1. The next Regular Joint Board Meeting will be held on September 12, 2023, at Sierra County Office of Education, Room 4, 109 Beckwith Rd, Loyalton CA 96118 at 6:00pm. If needed, Closed Session may be held before the Regular session beginning at 5:00pm. Zoom videoconferencing will be available for the public.

- 2. Suggested Agenda Items

-approval of compensation for Interim District Superintendent

N. ADJOURN

CHAMPION adjourned the meeting at 7:00pm.

James Berardi,
County Superintendent

Sean Snider,
District Superintendent

Dorie Gayner, Clerk

**SIERRA COUNTY BOARD OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD
Closed Session Reporting Form**

DATE: August 08, 2023

CLOSED SESSION BEGAN AT: 5:07 P.M.

BOARD MEMBERS PRESENT:

 Patty Hall Annie Tipton Christina Potter Kelly Champion Dorie Gayner (remote)

OTHERS PRESENT:

- James Berardi, County Superintendent
- Andrea White, Interim District Superintendent
- Nona Griesert, Director of Business Services
- _____

I. SESSION TOPIC(S):

<p>Item #1—Government Code 54957.6 CONFERENCE WITH LABOR NEGOTIATORS Agency Negotiator(s) for the Board: James Berardi, County Superintendent Andrea White, Interim District Superintendent Employee Organizations: Unrepresented Employees: Sierra-Plumas Teachers' Association Classified Employees Confidential Employees Administrative Employees</p> <p>RESULT:</p> <p><input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT</p> <p><input checked="" type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____</p> <hr/> <p>Item #2—Government Code 54957 PUBLIC EMPLOYMENT, District Superintendent</p> <p>RESULT:</p> <p><input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT</p> <p><input checked="" type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.</p> <p><input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____</p>

II. ENDED CLOSED SESSION AT 5:30 P.M. AND RETURNED TO OPEN SESSION

PRESIDED BY: *Kelly Champion*
Kelly Champion, PRESIDENT

RECORDED BY: *Dorie Gayner*
Dorie Gayner, CLERK

Checks Dated 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00016722	08/04/2023	ALHAMBRA	11-4330	WATER SERVICE		11.98
00016723	08/04/2023	KATRINA BOSWORTH	01-9500	FNL TRAINING		407.41
00016724	08/04/2023	CALIFORNIA COUNTY SUPERINTENDENTS	01-5300	CISC MEMBERSHIP DUES		450.00
00016725	08/04/2023	INTERMOUNTAIN DISPOSAL, INC.	11-9500	GARBAGE SERVICE		32.04
00016726	08/04/2023	JOSTENS	11-4300	DIPLOMAS & COVERS		19.73
00016727	08/04/2023	LIBERTY UTILITIES CPEC	01-5500	ELECTRICAL SERVICE	273.80	
			11-5500	ELECTRICAL SERVICE	163.17	436.97
00016728	08/04/2023	PLUMAS-SIERRA TELECOMMUNICATIONS	11-5600	BROADBAND SERVICE		109.00
00016729	08/04/2023	RESOLVE TECHNOLOGY GROUP, INC.	01-9500	TECHNOLOGY ASSISTANCE		62.50
00016730	08/04/2023	TERMINIX PROCESSING CENTER	01-5810	PEST CONTROL	7.00	
			01-9500	PEST CONTROL	173.58	180.58
00016731	08/28/2023	AMAZON CAPITAL SERVICES	01-4300	CLASSROOM SUPPLIES	508.16	
				COMPUTER BACKPACK	39.66	
			01-4400	BOTTLE FILLING STATION	1,414.01	1,961.83
00016732	08/28/2023	AT&T	11-5900	PHONE		154.73
00016733	08/28/2023	FIRST-CITIZENS BANK & TRUST	01-5900	PHONE SYSTEM/MAINTENANCE		640.92
00016734	08/28/2023	AZTEC SOFTWARE, LLC	11-5810	HSE CURRICULUM		7,350.00
00016735	08/28/2023	DONALD BERGSTROM	01-5810	SPED/DO CLEANING	1,102.50	
			01-5899	GROUNDS MAINTENANCE	61.51	
				SPED/DO CLEANING	472.50	
			11-5500	GROUNDS MAINTENANCE	61.51	1,698.02
00016736	08/28/2023	CALIFORNIA COUNTY SUPERINTENDENTS	01-5300	EMCN COALITION		105.00
00016737	08/28/2023	KELLY CHAMPION	01-5200	PER DIEM	32.03	
			01-5899	PER DIEM	32.03	64.06
00016738	08/28/2023	CONTRACT FLOORING	01-6200	CARPETING		13,530.00
00016739	08/28/2023	JAMES MORANTE DBA ENGAGE! STRATEGIES	01-5810	SBHIP CONSULTING SERVICES		6,000.00
00016740	08/28/2023	K12 MANAGEMENT DBA FUELED	11-5810	USER BLOCK		2,617.93
00016741	08/28/2023	INTERMOUNTAIN DISPOSAL, INC.	11-5500	GARBAGE SERVICE		35.37
00016742	08/28/2023	LES SCHAWB	01-9500	VEHICLE SERVICE		129.99
00016743	08/28/2023	MARCOS MARTINEZ	01-5200	MILEAGE		66.16
00016744	08/28/2023	OFFICE DEPOT	11-4300	TONER		139.47
00016745	08/28/2023	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	01-5810	GASB 68 FEE		350.00
00016746	08/28/2023	UBEO WEST LLC	11-5600	COPIER/MAINTENANCE		17.85
00016747	08/28/2023	TERMINIX PROCESSING CENTER	01-5810	PEST CONTROL		187.58
00016748	08/28/2023	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	HEALTH INSURANCE	1,816.00	
			76-9576	HEALTH INSURANCE	26,109.50	27,925.50
00016749	08/28/2023	U.S. BANK	01-4300	TUPE SHIRTS/FOLDERS/WATER BOTTLES	26.83	

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 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00016749	08/28/2023	U.S. BANK	01-5200	WORKSHOP REGISTRATION	145.00	
			01-9500	TUPE SHIRTS/FOLDERS/WATER BOTTLES	4,686.29	4,858.12
Total Number of Checks					28	69,542.74

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	18	32,720.46
11	ADULT EDUCATION	12	10,712.78
76	Payroll Clearing	1	26,109.50
Total Number of Checks		28	69,542.74
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			69,542.74

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 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086238	08/04/2023	AT&T	01-5890	PHONE SERVICES	50.35	
			01-5899	PHONE SERVICES	23.87	
			01-5910	PHONE SERVICES	544.11	618.33
00086239	08/04/2023	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00086240	08/04/2023	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00086241	08/04/2023	K 12 MANAGEMENT DBA FUELED	01-5890	STUDENT LICENSE BLOCK/ISP COURSES		15,800.00
00086242	08/04/2023	LIBERTY UTILITIES	01-5510	ELECTRIC - LOYALTON SITES	4,804.95	
			01-5899	ELECTRIC - LOYALTON SITES	116.57	4,921.52
00086243	08/04/2023	MOUNTAIN MESSENGER	01-5300	ADVERTISEMENTS AND PUBLIC HEARINGS		52.00
00086244	08/04/2023	NAVIGATE360, LLC	01-5890	SAFETY TRAINING		1,840.00
00086245	08/04/2023	ISAAC PRICE	01-4320	CONCRETE AND TOOLS		126.05
00086246	08/04/2023	PROMEVO LLC	01-6400	CHROMEBOOKS - LOYALTON		24,841.43
00086247	08/04/2023	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	01-5890	ED-JOIN ANNUAL FEE	400.00	
			01-5899	ED-JOIN ANNUAL FEE	400.00	800.00
00086248	08/04/2023	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE		289.50
00086249	08/04/2023	INTERMOUNTAIN DISPOSAL, INC.	01-9510	GARBAGE SERVICE		601.37
00086250	08/04/2023	SIERRA VALLEY HOME CENTER	01-4300	MISC. AG SUPPLIES	807.32	
			01-4320	MAINT. SUPPLIES	518.59	
				MAINT/CUSTODIAL SUPPLIES	239.05	
			01-4350	MISC. BUS SUPPLIES	5.35	1,570.31
00086251	08/04/2023	TEAM ONE NETWORKING	01-6500	PHONE SYSTEM		30,748.52
00086252	08/04/2023	TERMINIX PROCESSING CENTER	01-5890	PEST CONTROL -LES/LHS		177.00
00086253	08/28/2023	ACCO ENGINEERED SYSTEMS	01-5890	HVAC REPAIR		2,727.25
00086254	08/28/2023	ADOBE SYSTEMS INCORPORATED	01-4300	ADOBE SOFTWARE LICENSES		2,496.00
00086255	08/28/2023	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		340.42
00086256	08/28/2023	ALPINE FIRE SERVICE, INC.	01-5600	FIRE EXTINGUISHER MAINT - ALL SITES	2,404.26	
			01-5899	FIRE EXTINGUISHER MAINT - ALL SITES	36.16	2,440.42
00086257	08/28/2023	AMAZON CAPITAL SERVICES	01-4100	TEACHER EDITION	43.38	
			01-4300	classroom supplies	4,045.60	
				HOMELESS STUDENT SUPPLIES	120.08	
				intervention instruction	117.80	
				library supplies	92.22	
				office supplies	162.23	
				Student Instruction	245.18	
			01-4301	Art Supplies	1,233.75	

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 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086257	08/28/2023	AMAZON CAPITAL SERVICES	01-4302	Office Supplies	2,377.43	
			01-4320	Classroom security	26.64	
				MAINT SUPPLIES	299.98	
			01-4330	classroom supplies	27.04	
				nurse supplies	292.87	
				Office Supplies	556.31	
				office/staffroom	45.02	
			01-5899	OFFICE SUPPLIES	14.74	9,700.27
00086258	08/28/2023	AMERIGAS	01-5540	PROPANE	1,942.10	
00086259	08/28/2023	AT&T	01-5899	PROPANE	199.95	2,142.05
			01-5890	PHONE SERVICES	51.81	
			01-5899	PHONE SERVICES	24.41	
			01-5910	PHONE SERVICES	554.60	630.82
00086260	08/28/2023	BFI INSPECTIONS, LLC	01-6200	BLEACHER ELECTRICAL INSPECTION		550.00
00086261	08/28/2023	BRADY INDUSTRIES	01-4320	custodial supplies	10,302.22	
				GYM FLOOR FINISH	2,198.20	
			01-4400	CUSTODIAL SUPPLIES	1,656.61	14,157.03
00086262	08/28/2023	BRANDON BECK	01-5200	PROFESSIONAL DEVELOPMENT		6,000.00
00086263	08/28/2023	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00086264	08/28/2023	BUREAU OF EDUCATION & RESEARCH ATTN: ACCOUNTS RECEIVABLE	01-5200	REGISTRATION		279.00
00086265	08/28/2023	CITY OF LOYALTON	01-5530	WATER AND SEWER - LOYALTON SITES	4,195.97	
			01-5899	WATER AND SEWER - LOYALTON SITES	250.86	4,446.83
00086266	08/28/2023	CONTRACT FLOORING	01-5600	CARPETING		28,655.00
00086267	08/28/2023	DEMCO, INC.	01-4300	classroom supplies		157.67
00086268	08/28/2023	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530	Water		1,235.14
00086269	08/28/2023	CARNEGIE LEARNING	01-4100	English Textbooks	1,671.13	
				TEXTBOOKS	1,103.91	2,775.04
00086270	08/28/2023	HAYLEY EVANS	01-5200	REIMBURSEMENT		1,002.42
00086271	08/28/2023	FAST GLASS	01-5600	BUS WINDOW REPAIRS		800.00
00086272	08/28/2023	FOREST VIEW SCREENING & ASSOCIATES LLC	01-5890	DOT CONSORTIUM		105.00
00086273	08/28/2023	FRASURE FLOOR CARE	01-5890	FLOOR CLEANING	6,597.86	
			01-5899	FLOOR CLEANING	2,277.14	8,875.00
00086274	08/28/2023	GIGAKOM	01-6400	ERATE - NETWORK EQUIPMENT		1,532.40
00086275	08/28/2023	GIRAFFE, INC	01-9510	Grad Decor		1,150.00
00086276	08/28/2023	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00086277	08/28/2023	HMR ARCHITECTS	01-6200	BLEACHER PROJECT		800.00
00086278	08/28/2023	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	01-4100	TEACHER EDITIONS		214.74

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 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086279	08/28/2023	KRISTIE JACOBSEN	01-5200	PARKING		50.00
00086280	08/28/2023	K 12 MANAGEMENT DBA FUELED	01-5890	STUDENT LICENSE BLOCK/ISP COURSES		869.00
00086281	08/28/2023	LAKESHORE LEARNING	01-4300	classroom supplies		157.67
00086282	08/28/2023	LEARNING WITHOUT TEARS	01-4300	curriculum		1,050.63
00086283	08/28/2023	LES SCHWAB TIRE CENTER	01-4350	TRACTOR TIRES		218.38
00086284	08/28/2023	VOYAGER SOPRIS LEARNING	01-5890	STEP UP TO WRITING		17,481.98
00086285	08/28/2023	MCPHERSON & JACOBSON, LLC	01-5890	SUPT. SEARCH		4,619.48
00086286	08/28/2023	MERIDIAN	01-4300	Planners		899.20
00086287	08/28/2023	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		390.96
00086288	08/28/2023	BCM ONE	01-5899	PHONE SERVICES	26.42	
			01-5910	PHONE SERVICES	396.37	422.79
00086289	08/28/2023	NV5, INC	01-6200	BLEACHER INSPECTION		1,789.71
00086290	08/28/2023	ODP BUSINESS SOLUTIONS LLC	01-4302	Office Supplies	414.73	
			01-4330	OFFICE SUPPLIES	450.42	
			01-5899	OFFICE SUPPLIES	110.48	975.63
00086291	08/28/2023	PACIFIC GAS & ELECTRIC COMPANY	01-5510	Electricity		4,052.79
00086292	08/28/2023	PIONEER ATHLETICS	01-4305	Field Paint and Supplies		1,953.86
00086293	08/28/2023	ISAAC PRICE	01-4320	CONCRETE REPAIR/SUV BATTERY	136.80	
			01-5899	CONCRETE REPAIR/SUV BATTERY	194.87	331.67
00086294	08/28/2023	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	01-5890	GASB STATEMENT FEE		350.00
00086295	08/28/2023	UBEO WEST LLC	01-5600	COPIER MAINT.	551.86	
			01-5899	COPIER MAINT.	183.95	735.81
00086296	08/28/2023	REALLY GOOD STUFF LLC	01-4300	classroom supplies	39.67	
			01-4400	PAPER ROLL RACK	491.43	531.10
00086297	08/28/2023	RIDDEL ALL AMERICAN SPORTS CORP	01-5600	Helmet Reconditioning		2,553.98
00086298	08/28/2023	SCHOOL SERVICES OF CALIFORNIA	01-5200	WORKSHOP REGISTRATION	221.25	
			01-5899	WORKSHOP REGISTRATION	73.75	295.00
00086299	08/28/2023	SCHOOL SPECIALTY LLC	01-4300	library supplies	98.27	
			01-4330	office supplies	60.27	158.54
00086300	08/28/2023	SIERRA BOOSTER	01-5890	ADVERTISEMENTS/LEGAL/PUBLIC NOTICES		75.00
00086301	08/28/2023	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE	289.50	
			01-5890	HAZARDOUS MATERIAL PERMIT	524.00	813.50
00086302	08/28/2023	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	767.16	
			01-5899	GARBAGE SERVICE	15.26	782.42
00086303	08/28/2023	SIERRA HARDWARE	01-4320	Misc Maintenance supplies		679.14

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 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086304	08/28/2023	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		81.00
00086305	08/28/2023	SYSKO SACRAMENTO	01-4330	CAFETERIA - FOOD AND SUPPLIES	306.99	
			13-4700	CAFETERIA - FOOD AND SUPPLIES	632.39	939.38
00086306	08/28/2023	TERMINIX PROCESSING CENTER	01-5890	PEST CONTROL -LES/LHS		169.00
00086307	08/28/2023	TIP INC.,PRINTING & GRAPHIX	01-4330	Envelopes		338.69
00086308	08/28/2023	TRI COUNTY SCHOOLS INS. GR.	01-9535	HEALTH INSURANCE	10,387.24	
			76-9576	HEALTH INSURANCE	80,517.94	90,905.18
00086309	08/28/2023	U.S. BANK	01-4330	ADOBE PRO SUBSCRIPTION	9.99	
			01-4350	FUEL FOR MAINT.	69.51	
			01-5200	MEETING REFRESHMENTS	114.64	
				WORKSHOP REGISTRATION	892.50	
			01-5600	BUS WINDOW REPAIRS	1,800.00	
			01-5890	ZOOM SUBSCRIPTION	66.13	
			01-5899	ADOBE PRO SUBSCRIPTION	5.00	
				WORKSHOP REGISTRATION	382.50	
			01-9510	FUEL FOR MAINT.	57.13	
				PAINT	353.95	
				REPAIR DIRECTORY/EXCHANGE	2,093.75	
				REPAIR PLAYGROUND EQUIPMENT	4,950.00	10,795.10
00086310	08/28/2023	ULTRA LINK CABLING SYSTEMS, INC	01-5890	CABLING		15,507.76
00086311	08/28/2023	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	850.41	
			01-5900	CELL PHONE SERVICE	228.06	
			01-5910	CELL PHONE SERVICE	310.94	1,389.41
00086312	08/28/2023	U.S. BANK VOYAGER	01-4351	Fuel for Maintenance	322.97	
			01-5200	FUEL FOR FFA	100.00	
			01-9510	FUEL FOR FFA	278.46	701.43
00086313	08/28/2023	AMANDA WATTENBURG	01-5200	MILEAGE		91.70
00086314	08/28/2023	YOU SCIENCE	01-4300	K12 SWF GRANT SUPPLIES		3,000.00
Total Number of Checks					77	342,155.42

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	76	260,614.13
13	Cafeteria Fund	2	1,023.35
76	Warrant/Pass Though (payroll)	1	80,517.94

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 08/01/2023 through 08/31/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	77		342,155.42	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			342,155.42	

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

2023–24 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/ca21assurancetoc.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	Nona Griesert
Authorized Representative's Signature	
Authorized Representative's Title	Director of Business Services/CBO
Authorized Representative's Signature Date	08/14/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

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	08/04/2023
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)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@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) or District	08/04/2023
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	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	James Berardi
Authorized Representative's Title	Superintendent

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

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.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

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. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title II, Part A funds used through the Alternative Fund Use Authority (AFUA) Section 5211 of ESEA	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title IV, Part A funds used through the Alternative Fund Use Authority (AFUA)	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Application for Funding

CDE Program Contact:

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

Section 5211 of ESEA	
Title V, Part B Subpart 1 Small, Rural School Achievement Grant	Yes
ESSA Sec. 5211 SACS 5810	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@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/>.

2022–23 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)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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/ca21assurancetoc.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	Nona Griesert
Authorized Representative's Signature	
Authorized Representative's Title	Director of Business Services/CBO
Authorized Representative's Signature Date	08/14/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

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	Andrea White
Authorized Representative's Title	Interim Superintendent
Authorized Representative's Signature Date	08/04/2023
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)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@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) or 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	08/04/2023
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Andrea White
Authorized Representative's Title	Interim Superintendent

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

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.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

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. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title II, Part A funds used through the Alternative Fund Use Authority (AFUA) Section 5211 of ESEA	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title IV, Part A funds used through the Alternative Fund Use Authority (AFUA)	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Application for Funding

CDE Program Contact:

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

Section 5211 of ESEA	
Title V, Part B Subpart 1 Small, Rural School Achievement Grant	Yes
ESSA Sec. 5211 SACS 5810	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@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/>.

2022–23 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)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support 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.

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 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
-------------	-------------	------------	-----------------------	--------------------------------	------------------------------------	-------------------	--------------

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

REQUEST FOR TRAVEL/CONFERENCE APPROVAL

PURCHASE ORDER REQUIRED FOR EACH EXPENSE CLAIM

Prepayment Required Yes **Date Due:** 8/30/2 **To:** _____
 No (Unless you indicate a prepayment is necessary, no prepayment will be sent)

Employee: Caroline Griffin

Date of Request: May 2023

SCHOOL/SITE
LHS

Date(s) of Activity
11/1/23-11/4/23

Destination: Indianapolis, IN (facility you are visiting and city)

Funding Program: AIG

Purpose of Activity: National FFA Convention

Career Tech Education.

How will attendance benefit the District's educational program(s)? Continuing education, American degree ceremony with alumni and myself as well.

THE FOLLOWING CLAIMS REQUIRE A PURCHASE ORDER EACH. PLEASE ATTACH A COPY WITH THIS FORM.

TRANSPORTATION: <input type="checkbox"/> District Vehicle <input type="checkbox"/> Personal <input checked="" type="checkbox"/> Other _____ Est. Miles _____ x \$.575/mile = \$ _____ (Mileage will only be paid when a School/District vehicle is not available.)		
PER DIEM: 4 Breakfast x \$10.00 = 40 4 Lunch x \$11.00 = 55 4 Dinner x \$18.00 = 72 Per Diem is taxable income, unless it meets the IRS overnight travel rule.	PARKING: _____ Days x \$ _____ = \$ _____ Taxi/Shuttle: _____ Trips x \$ _____ / Trip = \$ _____	AIR TRAVEL: Airline Name: <u>Southwest</u> Confirmation #: <u>2Jky3</u> Total Cost: <u>465.96</u> Please attach copy of confirmation/receipt
REGISTRATION FEE: \$ <u>1500</u> ORGANIZATION CONDUCTING ACTIVITY: <u>National FFA</u> (Attach completed copy of ENTIRE Registration Form)		
REGISTRATION HAS BEEN MADE <input type="checkbox"/> YES <input type="checkbox"/> NO REGISTRATION FORM NEEDS TO BE MAILED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
LODGING: Hotel name and address: <u>Hilton Indianapolis Hotel & Suites 120 West Market St Indianapolis, IN 46204 (317) 972-0600</u> Tel: <u>+1 (805) 242-0269 9(317) 972 0600</u> Dates: <u>11/1/23-11/4/23</u> Confirmation #: <u>7DD4YCVH</u> Total cost including all taxes per night \$ _____ x <u>165</u> nights = Total cost of lodging \$ <u>772.20</u>		


NOTE: HOTEL ACCOMMODATION INFORMATION AND COMPLETED REGISTRATION FORM MUST BE ATTACHED OR REQUEST WILL BE RETURNED!

SUBSTITUTE REQUIRED: 3 **PROGRAM TO CHARGE:** PERKINS

After approval by the site administrator, employees must follow these steps:

- > Employees are responsible for their own registration, hotel and travel arrangements and any changes thereto. If an employee does not cancel in an appropriate amount of time to secure a refund, the employee will be responsible for covering the cost.
- > This form, a copy of registration, all required purchase orders, and any backup documentation must be submitted to the District Office -four weeks prior - to date of departure or registration deadline.

STAFF DEVELOPMENT DAY(S): 4 **SUPERINTENDENT APPROVAL:** _____
 (Certificated staff only when conference is on a non-contract day, and is at least 6 hours in length)

APPROVAL		Date
Authorizing Agent	Signature	
ADMINISTRATOR:		<u>8/31/23</u>
SUPERINTENDENT:		

Approx District Cost = \$3,000 by Incentive Grant

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
AND
SIERRA SCHOOLS FOUNDATION, MUSICA SIERRA AND
THE SIERRA COUNTY ARTS COUNCIL**

This Agreement is effective on July 1, 2023, between the Sierra-Plumas Joint Unified School District, hereinafter referred to as "DISTRICT," with principle offices located at 109 Beckwith Road, Loyalton, California, and THE SIERRA SCHOOLS FOUNDATION (SSF), MUSICA SIERRA (MS) and THE SIERRA COUNTY ARTS COUNCIL (SCAC), referred to herein as "CONTRACTORS."

Recitals

- A. DISTRICT is in support of a music program for its students provided that funding is adequate to support the program.
- B. CONTRACTORS agree to support the funding of the program in conjunction with any State or Federal funds which may be awarded toward the program.
- C. DISTRICT and CONTRACTORS desire to encompass a cooperative share of expenditures as designated. This program is intended to serve students of the DISTRICT at only Loyalton sites.

For the reasons above stated, and in consideration of the covenants contained in this agreement, the parties agree as follows:

OPERATIVE PROVISIONS

1. CONTRACTOR'S RESPONSIBILITY.

CONTRACTORS shall provide payments as indicated on the schedule below. Salaries and statutory benefits, materials and supplies, operating expenditures will be covered by CONTRACTORS until such time that the DISTRICT has received the state allotted Prop 28 funding. DISTRICT will bill CONTRACTORS on a quarterly basis.

CONTRACTORS agree to provide the following payments for support of the program:

September	\$25,000.00
December	\$25,000.00
March	\$25,000.00
June	Balance Remaining Due

CONTRACTOR shall reimburse DISTRICT for all costs associated with the program except for health and welfare benefits for the teacher hired for the program. If no funding from Prop 28 is received CONTRACTORS agree to cover full costs of the program as detailed below, except for the Health & Welfare benefit DISTRICT cost.

CONTRACTORS agree to the following cost-sharing arrangements:

<u>CONTRACTOR NAME</u>	<u>FINANCIAL COMMITMENT</u>	<u>DURATION</u>
Sierra Schools Foundation	\$10,000	5 Fiscal Years
Sierra County Arts Council	\$ 2,000	2 Fiscal Years
Musica Sierra Foundation	Any Remaining Expenses	2 Fiscal Years

2. DISTRICT'S RESPONSIBILITY.

DISTRICT agrees to hire a Certificated Music Teacher to teach the program contingent upon funding. DISTRICT agrees to provide the selected teacher with up to \$17,536 annually towards their choice of Health & Welfare benefit packages currently offered by the DISTRICT. The DISTRICT agrees to notify CONTRACTORS of the receipt of Prop 28 funds and to use those funds, once received, to continue operation of the program.

3. TERM.

Commencement Date: July 1, 2023

Termination Date: June 30, 2024

DESIGNATED REPRESENTATIVES.

Sean Snider, Superintendent is the designated representative of the DISTRICT. Jenna Holland, President for Sierra Schools Foundation; Lindsay McIntosh, Executive Director for Musica Sierra; and BJ Jordan, Executive Director for Sierra County Arts Council, representatives for CONTRACTORS.

5. AGREEMENT DATE. The Agreement Date is July 1, 2023.

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

If to "DISTRICT":

Sierra-Plumas Joint Unified School District
Office
Post Office Box 955
Loyalton, CA 96118
530 993-1660
530 993-0828 FAX

If to "CONTRACTORS":
Sierra Schools Foundation
P.O. Box 336
Sierraville, CA 96126
949 683-0116

DISTRICT:

Sierra-Plumas Joint Unified School District

Sean Snider, Superintendent
Sierra-Plumas Joint Unified School District

Date: _____

CONTRACTORS:

Jenna Holland, President
Sierra Schools Foundation

Date: _____

Lindsay McIntosh, Executive Director
Musica Sierra Foundation

Date: _____

BJ Jordan, Executive Director
Sierra County Arts Council

Date: _____

SIERRA COUNTY OFFICE OF EDUCATION

RESOLUTION NO. 24-004C

Resolution for Adopting the Gann Limit

WHEREAS, in November of 1979, the California electorate adopted Proposition 4, commonly called the “Gann Amendment”, which added Article XIII-B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and

WHEREAS, Section 7900 et seq. of the Government Code require this board to establish annually, by resolution at a regular or special meeting, the appropriations limit for the County; and

WHEREAS, Government Code section 7902.1 authorizes this board to increase the County’s appropriations limit to an amount equal to its proceeds of taxes; and

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for 2022-2023 and 2023-2024 fiscal years are made in accord with applicable constitutional and statutory law; and

BE IT FURTHER RESOLVED, this Board does hereby declare that the appropriations in the Budget for the 2022-2023 and 2023-2024 fiscal years do not exceed the limitations imposed by Proposition 4; and

BE IT FURTHER RESOLVED, that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

Passed and adopted at a regular meeting of the Sierra County Board of Education held September 12, 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

VACANT: _____

Dorie Gayner, Clerk
Sierra County Board of Education

Calculations to follow in a handout

SCOE Unaudited Actuals to follow in a handout

Resolutions for Mike Moore, Kathy Henson and Richard Jaquez to follow in handouts

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 24-006D

Resolution for Adopting the Gann Limit

WHEREAS, in November of 1979, the California electorate adopted Proposition 4, commonly called the “Gann Amendment”, which added Article XIII-B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and

WHEREAS, Section 7900 et seq. of the Government Code require this board to establish annually, by resolution at a regular or special meeting, the appropriations limit for the District; and

WHEREAS, Government Code section 7902.1 authorizes this board to increase the District’s appropriations limit to an amount equal to its proceeds of taxes; and

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for 2022-2023 and 2023-2024 fiscal years are made in accord with applicable constitutional and statutory law; and

BE IT FURTHER RESOLVED, this Board does hereby declare that the appropriations in the Budget for the 2022-2023 and 2023-2024 fiscal years do not exceed the limitations imposed by Proposition 4; and

BE IT FURTHER RESOLVED, that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

Passed and adopted at a regular meeting of the Sierra-Plumas Joint Unified School District Governing Board held September 12, 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

VACANT: _____

Dorie Gayner, Clerk
Sierra-Plumas Joint Unified School District
Governing Board

Calculations to follow in a handout

SPJUSD Unaudited Actuals to follow in a handout

Assignment Monitor
 Teachers on Local Assignment
 Presented to Governing Board 9/12/2023

Teacher	Site	Credential	Subject/Grade	Sections	EC §	Section
Andaluz, M	LHS	Short Term Staff Permit	Spanish 1	2		Misassignment
			Spanish 2	2		Misassignment
			Spanish 3	1		Misassignment
			Spanish 4	1		Misassignment
Bolle', R	DVL	Biological Science	PE 7/8	1	44865	Necessary Small School
			Forensics	1	44865	Necessary Small School
			Engineering	1	44865	Necessary Small School
			Earth Science 9-10	1	44865	Necessary Small School
Bosworth, K	DVL	Multiple Subject	Algebra 2 11-12	1	44865	Necessary Small School
			Geometry 9-10	1	44865	Necessary Small School
			Year Book	1	44865	Necessary Small School
			Home Economics	1	44865	Necessary Small School
Doyle, P	Sierra Pass	Multiple Subject	Math 7-12	TBD	44865	Alternative School
			Social Science 7-12	TBD	44865	Alternative School
			Science 7-12	TBD	44865	Alternative School
			English	TBD	44865	Alternative School
			ISP K-12	TBD	44865	Alternative School
Rosecrans, J	LHS	University Intern Science:	Science 7	1		Misassignment
			Science 8	1		Misassignment
			Earth Science	1		Misassignment
			Biology	1		Misassignment
			Mechatronics	2		Misassignment
LHS=Loyalton High 7-12						
DVL=Downieville Jr/Sr High 7-12						
Sierra P= Sierra Pass Continuation						



1900 S Riverside Ave. Colton, Ca 92324 * 3418 52nd Ave. Sacramento, Ca 95823
 A-Z Bus Sales, Inc. 800-437-5522

Date:	09/06/2023	Stock #	23U030S
Customer Name:	Sierra-Plumas Joint Unified School District entity	Funding	
Contact:	Sean Snider	Cust. P.O.	
Street Address:	109 Beckwith Rd.	Phone:	530-289-3473
City:	Loyalton	Email:	ssnider@spjUSD.org
State:	CA	Salesperson:	Rafael Martinez <input type="checkbox"/>
Zip:	96118		

Description of Vehicle

Make, Model, Year:	2010 Chevy Thomas	Registration:	Exempt <input type="checkbox"/>
Vin #	1GB3G3BG4B1172506	Color:	Yellow <input type="checkbox"/>
Body Type:	School Bus <input type="checkbox"/>	Passengers:	25 PAX

Price includes:

Comments: A-Inspection with Repairs Delivered to: Loyalton, CA	Sales Price	\$ 35,000.00
	Processing Fee	\$ 80.00
	License/Reg Fee	\$ 0.00
	Total Taxable Amount	\$ 35,080.00
	Sales Tax 7.250%	\$ 2,543.30
	Total Sales Amount	\$ 37,623.30
	Trade in Allowance	\$ 0.00
	Total Due on Delivery	\$ 37,623.30

An on-road heavy-duty diesel or alternative-diesel vehicle operated in California may be subject to California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at

<http://www.arb.ca.gov/dieseltruck>."

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" NOT EXPRESSLY WARRANTED OR GUARANTEED".

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

Date: _____

Date: _____

Sale Representative

Approved Purchaser

ADDITIONAL TERMS AND CONDITIONS

- As used in this order the terms (a) "Dealer" shall mean the authorized Dealer to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing the Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of

Manufacturer, that Dealer and Purchaser are sole parties to the Order and that Reference to Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered prices of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to and used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and in encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts thereof at any time without notice are without obligation to make the same or any similar change upon any Motor vehicle, chassis, or parts there of previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by the Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order included reimbursement for Federal Excise taxes, but does not included sales taxes, use taxes or occupational taxes based on sales volume, (Federal State or Local) unless expressly so stated. Purchaser assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transactions covered by this Order, regardless of which party may have primary tax liability thereof.

8. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MAUFACTURER'S WARRANTY IS THAT MAKE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUY, THIS VEHICLE IS SOLD "AS IS – NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

10. The Purchaser, before or at the time delivery of the motor vehicle covered by the Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

Buyer's Initial _____



Customer DMV Registration Information

Customer Information

Register in the Name of:		Date:	09/06/2023
Registration Address:		Registration City:	
Registration State/Zip:		Contact Phone #	
Mailing Addr. (If Diff from above:			

Type of License Plates

Exempt Plates
 Commercial Plates
 Non-Commercial Plates
 Tribal
 Out of State
 Other: _____

Financing / Grant / Lienholder

Grant:	Yes:	No:	Name of Agency:
--------	------	-----	-----------------

Financing	YES:	NO:	Lien Holder Name:	
Lien Holder Address:			Lien Holder City:	
Lien Holder State/Zip:			Lien Holder Phone #	

Customer Signature:	Date:
---------------------	-------

Special Instructions / Notes:

For additional information or any other DMV questions, please contact DMV@a-zbus.com or (951) 781-1802.

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Business and Noninstructional Operations

Policy 3513.3: Tobacco-Free Schools

The Governing Board recognizes that smoking and other uses of tobacco ~~and~~, nicotine or marijuana products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

The Board prohibits smoking vaping and/or the use of tobacco or marijuana products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420, 104559)

These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free ~~schools~~schools' policy and consequences for violations of the policy.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, marijuana or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Sierra County School District has moved away from discipline as the response to violations of the tobacco- free policy. Following an alternative suspension model, students caught in use or possession of tobacco or vaping products are referred to the school nurse for brief intervention or cessation, such as Kick It California.

Tobacco products include:- (Business and Professions Code 22950.5; Education Code 48901)

1. Any product containing, made, or derived from tobacco ~~or~~, nicotine or marijuana that is intended for human consumption, whether smoked, vaped, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine, marijuana or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. (Health and Safety Code 104495)

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy adopted: April 10, 2007

revised: May 10, 2011

revised: January 14, 2014

revised: June 18, 2014

revised: August 9, 2016

revised: ??, 2023

CSBA POLICY GUIDE SHEET – September 12, 2023

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

Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications *(All Staff)*

Exhibit updated to add employee notifications related to (1) homeless liaison services and training, (2) transfer of coursework and credits for highly mobile students, (3) training of volunteers in regard to the administration of emergency anti-seizure medication, and (4) nondiscrimination in the offering of career and technical education courses. Exhibit also updated to clarify that the notice regarding (1) potential exposure to COVID-19 remain posted for not less than 15 calendar days, (2) disability insurance rights and benefits be given upon employment and when the employee goes on leave for pregnancy or non-occupational sickness or injury, and (3) employees assigned to a work area in a laboratory setting be given, within 15 days after receiving a monitoring result related to an employee exposure determination, specified notices. Exhibit additionally updated for conforming changes.

Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave *(Certificated/Management)*

Regulation updated to delete outdated material and to reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4261.1 - Personal Illness/Injury Leave *(Classified)*

Regulation updated to align language regarding miscarriage with analogous language in administrative regulation for certificated staff, delete outdated material, and reflect **NEW LAW (AB 1041, 2022)** which includes a "designated person" in the definition of family member for whom an employee may take leave to care for.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves *(All Staff)*

Regulation updated to reflect **NEW LAW (AB 1949, 2022)** which requires a district to provide up to five days of bereavement leave to a qualified employee for the death of a family member, and provide clarifying language regarding the definitions of "family member" and "immediate family" and implications for bereavement leave. Regulation also updated to reference **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person."

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave *(All Staff)*

Regulation updated to reflect **NEW LAW (AB 1041, 2022)** which expands the definition of a family member for whom an eligible employee may take leave to care for to include a "designated person," provide that an employee may identify the designated person at the time of the employee's request for leave, and include that the district may limit an employee's use of CFRA leave to care for one designated person per 12-month period.

Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) requires districts to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such student a high school diploma, and (2) provides that any such exempted student is eligible to participate in any graduation ceremony and school activity in which a student of similar age without a disability would be eligible to participate.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to reflect a December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities placed in nonpublic schools.

NEW - Board Policy 6173.4 - Education for American Indian Students

New policy addresses legal implications and best practices for the education of American Indian students, including a philosophical statement which recognizes the unique cultural, language, and educational needs of Indian students and the ways those needs may be addressed, the importance of culturally relevant curriculum for all students related to local American Indian tribes, and the practice of implementing strategies necessary for the improvement of the academic achievement of American Indian students. Policy also provides for the involvement of a California Indian Education Task Force as encouraged by **NEW LAW (AB 1703, 2022)**, the identification of and related supports for American Indian students most at-risk of not meeting state academic standards, the additional protections for American Indian students prior to an involuntary transfer to a suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school in accordance with **NEW LAW (AB 740, 2022)**, the provision of programs to facilitate the successful transition of American Indian students to post-secondary education and employment, professional development to assist those working with students regarding the unique needs of American Indian students, and annual reporting to the Governing Board regarding the outcomes of American Indian students. Additionally, policy includes a section entitled, "Title VI Indian Education Program," with material moved from deleted Administrative Regulation 6173.4 - Title VI Indian Education Program, and reflects major requirements for districts that receive Title VI Indian education funding.

DELETE - Administrative Regulation 6173.4 - Title VI Indian Education Program

Regulation deleted as unnecessary with material moved to new Board Policy 6173.4 - Education for American Indian Students.

Board Policy 6174 - Education for English Learners

Policy updated to remove outdated material and reflect **NEW LAW (SB 941, 2022)** which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs.

Administrative Regulation 6174 - Education for English Learners

Regulation updated to remove outdated material and reflect updated information from the California Department of Education's (CDE) English Learner Federal Program Monitoring 2022-23 Instrument, CDE's Reclassification Criteria website, and letters from CDE which provide updated reclassification guidance regarding the criteria used to determine whether an English learner should be reclassified, including a review of the student's curriculum mastery and academic performance, the provision of an interpreter for parents/guardians, when necessary, as part of the parent/guardian involvement, comparison of student performance on an objective assessment of basic skills in English against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English. Regulation also updated to include that the four years of post-reclassification monitoring should be utilized to ensure that students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. Additionally, regulation updated to clarify that the LCAP advisory committee provides input regarding exiting language acquisition programs and the possible establishment of other programs.

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Personnel *(All Staff)*

Exhibit 4112.9~4212.9~4312.9-E(1): Employee Notifications

CSBA NOTE: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
 Education or Other Legal Code: Education Code 231.5, Government Code 12950
 Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
 Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
 Education or Other Legal Code: Education Code 17612
 Board Policy/Administrative Regulation #: AR 3514.2
 Subject: Use of pesticide ~~product~~products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
 Education or Other Legal Code: Education Code 37616
 Board Policy/Administrative Regulation #: BP 6117
 Subject: Public hearing on ~~year-round~~ implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
 Education or Other Legal Code: Education Code 46162
 Board Policy/Administrative Regulation #: BP 6112
 Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
 Education or Other Legal Code: Education Code 49013; 5 CCR 4622
 Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
 Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1
Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, migrant students, and students participating in a newcomer program.

When/Whom to Notify: Annually
 Education or Other Legal Code: Education Code 49414
 Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per year

Education or Other Legal Code: Education Code 49414.3

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2

Board Policy/Administrative Regulation #: To be included in AR 5141.21

Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: BP 4136/4236/4336

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.196

Board Policy/Administrative Regulation #: AR 5141

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire and other employees upon request, in

districts with 25 or more employees

Education or Other Legal Code: Labor Code 230.1

Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2

Subject: Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse

When/Whom to Notify: With each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, and remain posted for not less than 15 calendar days, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable

Where: Prominently display in all places where notices to employees concerning workplace rules or regulations are customarily posted

Education or Other Legal Code: Labor Code 6409.6

Board Policy/Administrative Regulation #: AR 4157/4257/4357

Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment; and when employee goes on leave for specified reasons and when leaving work due to pregnancy or nonoccupational sickness or injury
 Education or Other Legal Code: Unemployment Insurance Code 2613
 Board Policy/Administrative Regulation #: AR 4154/4254/4354
 Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when ~~principal~~ the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
 Education or Other Legal Code: Welfare and Institutions Code 827
 Board Policy/Administrative Regulation #: AR 4158/4258/4358
 Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
 Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
 Board Policy/Administrative Regulation #: BP 0410, AR 4030
 Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
 Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
 Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
 Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees
 Education or Other Legal Code: 8 CCR 3203
 Board Policy/Administrative Regulation #: AR 4157/4257/4357
 Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees ~~working with homeless families~~
~~Education or Other Legal Code: 42 USC 11432~~
~~Board Policy/Administrative Regulation #: AR 6173~~
~~Subject: Duties of district liaison for homeless students~~

~~When/Whom to Notify: To all employees~~
~~Education or Other Legal Code: 34 CFR 106.8~~
~~Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11~~
~~Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights~~

When/Whom to Notify: Annually
 Education or Other Legal Code: 40 CFR 763.84, 763.93
 Board Policy/Administrative Regulation #: AR 3514
 Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

##

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Education or Other Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual

Education or Other Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees

Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15

Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5

Board Policy/Administrative Regulation #: BP 4116

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee

Education or Other Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: AR 4118

Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Education or Other Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: BP 4117.3

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released

Education or Other Legal Code: Education Code 44954
 Board Policy/Administrative Regulation #: BP 4121
 Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated

Education or Other Legal Code: Education Code 44955.5
 Board Policy/Administrative Regulation #: BP 4117.3
 Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079
 Board Policy/Administrative Regulation #: AR 4158/4258/4358
 Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education or Other Legal Code: Education Code 48201
 Board Policy/Administrative Regulation #: AR 4158/4258/4358
 Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Education or Other Legal Code: 5 CCR 80303
 Board Policy/Administrative Regulation #: AR 4117.7/4317.7
 Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Education or Other Legal Code: Education Code 45113
 Board Policy/Administrative Regulation #: AR 4218
 Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education or Other Legal Code: Education Code 45117
 Board Policy/Administrative Regulation #: AR 4217.3
 Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234

Board Policy/Administrative Regulation #: AR 3542

Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter

Education or Other Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.113, 382.601

Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus
 Education or Other Legal Code: 49 CFR 382.303
 Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
 Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
 Education or Other Legal Code: Education Code 35031
 Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
 Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
 Education or Other Legal Code: Education Code 44896
 Board Policy/Administrative Regulation #: AR 4313.2
 Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
 Education or Other Legal Code: Education Code 44951
 Board Policy/Administrative Regulation #: AR 4313.2
 Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
 Education or Other Legal Code: Civil Code 1798.29
 Board Policy/Administrative Regulation #: BP 3580
 Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
 Education or Other Legal Code: Education Code 44031
 Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
 Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
 Education or Other Legal Code: Education Code 49414
 Board Policy/Administrative Regulation #: AR 5141.21
 Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
 Education or Other Legal Code: Government Code 3304
 Board Policy/Administrative Regulation #: AR 3515.3
 Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return

Education or Other Legal Code: Government Code 20997

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Education or Other Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information

Education or Other Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed

Education or Other Legal Code: Labor Code 230

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Accommodations and leave for victims of domestic violence

When/Whom to Notify: Within one working day of work-related injury or victimization of crime

Education or Other Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification

Education or Other Legal Code: Penal Code 11105, 11105.2

Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5

Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemical chemicals are present, upon initial assignment and upon new within 15 working days after receiving a monitoring result related to an employee exposure situation determination

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Location~~ [Contents of 8 CCR 5191, including location](#) and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: ~~Any~~ [Requirements of 8 CCR 5194, including any](#) presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

[When/Whom to Notify: To all employees working with families experiencing homelessness](#)

[Education or Other Legal Code: Education Code 48851.3, 42 USC 11432](#)

[Board Policy/Administrative Regulation #: AR 6173](#)

[Subject: Duties of district liaison for homeless students and availability of training and services](#)

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

Exhibit version: April 11, 2017

revised: June 23, 2020

revised: August 11, 2020

revised: May 11, 2021

revised: June 21, 2022

[revised: ??, 2023](#)

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Personnel *(Certificated/Management)*

Regulation 4161.1~4361.1: Personal Illness/Injury Leave

CSBA NOTE: The following administrative regulation is subject to collective bargaining. Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days or more within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of their employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces, Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)
2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

3. Personal necessity (Education Code 44981)
4. Medical and dental appointments
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, ~~12945.6~~; 29 USC 2612; 29 CFR-825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in Item #7 below, Labor Code 245.5, as amended by AB 1041 (Ch. 748, Statutes of 2022), includes a designated person in the definition of a "family member," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and ~~or~~ 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in ~~items~~Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

CSBA NOTE: The following paragraph is optional.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

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

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated—~~SPTA contract states no later than October 20th.~~

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

CSBA NOTE: Pursuant to Education Code 44979-44980, certificated employees are entitled to have their accumulated sick leave transferred with them in the circumstances specified in the following optional paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

CSBA NOTE: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

CSBA NOTE: The following optional section may be revised to reflect district practice.

An employee shall notify the ~~district~~ Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

CSBA NOTE: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977.

Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence. Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult CSBA's District and County Office of Education Legal Services or district legal counsel before changing its policy or practices.

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list.-

Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

CSBA NOTE: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

CSBA NOTE: Education Code 44978 mandates the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5. Because Labor Code 246.5 is silent on requests for verification, and requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (Items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase employees' or their family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
- ~~4.~~ 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Regulation approved: April 10, 2007
 revised: July 12, 2011
 revised: June 17, 2015
 revised: June 13, 2017
 revised: June 12, 2018
 revised: May 14, 2019
 revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Personnel *(Classified)***Regulation 4261.1: Personal Illness/Injury Leave**

CSBA NOTE: The following administrative regulation is subject to collective bargaining. Education Code 45191 provides a minimum of 12 days of personal illness or injury leave (sick leave) per year for classified employees working five days a week, in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that employees accrue at least 24 hours of sick leave or paid time off by the 120th calendar day of employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and only district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district which has a collective bargaining agreement that meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

CSBA NOTE: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)

CSBA NOTE: Although Education Code 45193 does not expressly provide classified employees leave for miscarriage, in order to treat employees consistently, the Board may grant leave to classified employees for miscarriage as provided for certificated employees pursuant to Education Code 44965 and 44978.

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 45193)

3. Personal necessity ~~as specified in~~ (Education Code 45207)
4. Medical and dental appointments
5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

CSBA NOTE: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, ~~12945.6~~; 29 USC 2612; 29 CFR-825.112)

CSBA NOTE: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit an employee to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in Items #7-8 below. Pursuant to Labor Code 233, designation of sick leave taken under this provision is at the sole discretion of the employee. Labor Code 233 does not extend the maximum period of leave to which an employee is entitled under CFRA or FMLA, regardless of whether the employee receives sick leave compensation during that leave.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in Item #7 below, Labor Code 245.5, as amended by AB 1041 (Ch. 748, Statutes of 2022), includes a designated person in the definition of a "family member," in addition to an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. Government Code 12945.2, as amended by AB 1041, defines a "designated person" as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, and the district may limit the employee to one designated person per 12-month period for family care and medical leave. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with Item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in ~~items~~ Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

CSBA NOTE: The following paragraph is optional.

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board of Education. (Education Code 45202)

CSBA NOTE: Pursuant to Education Code 45202, classified employees who are terminated after at least one year of employment for any reason unrelated to discipline are entitled to have their accumulated sick leave transferred with them in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may be revised to reflect district practice.

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

CSBA NOTE: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

CSBA NOTE: The following optional section may be revised to reflect district practice.

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

When a classified employee has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Parental Leave

CSBA NOTE: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

CSBA NOTE: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

CSBA NOTE: Pursuant to Education Code 45196.1, the district is required to provide differential pay to a classified employee for up to 12 work weeks when the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above. Education Code 45196.1 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, it is unclear whether such employees would be entitled to differential pay. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues

to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

CSBA NOTE: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

CSBA NOTE: Education Code 45191 mandates the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5. Because Labor Code 246.5 is silent on requests for verification, and requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (Items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

CSBA NOTE: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

CSBA NOTE: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

HealthyHealth Workplaces, Healthy Families Act Requirements

CSBA NOTE: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this law should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The number of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Regulation approved: April 10, 2007
revised: April 10, 2012
revised: December 10, 2013
revised: June 17, 2015
revised: May 11, 2021
revised: December 13, 2022
revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Personnel *(All Staff)***Regulation 4161.2~4261.2~4361.2: Personal Leaves**

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Pursuant to Government Code 12945.7, as added by AB 1949 (Ch. 767, Statutes of 2022), districts are required to provide up to five days of bereavement leave for the death of an employee's "family member," as defined, if the employee was employed by the district for at least 30 days prior to the commencement of the bereavement leave. Education Code 44985 and 45194 grant three days, or five days if out-of-state travel is required, of paid bereavement leave for certificated and classified employees upon the death of any member of the employee's "immediate family." Government Code 12945.7, as added by AB 1949, potentially expands the length of this leave. Education Code 44985 and 45194 grant bereavement leave for a member of the employee's "immediate family," the definition of which is more expansive than a "family member," pursuant to Government Code 12945.7. Any bereavement leave taken under the Education Code and/or Government Code runs concurrently and not consecutively.

The bereavement leave days do not need to be taken consecutively, but must be taken within three months of the family member's date of death. Districts with existing policies that provide employees less than five days of paid bereavement leave must continue to give employees the number of paid days specified in the policy, but may provide the remainder of the five days as unpaid bereavement leave. Districts must allow employees to use any paid vacation, personal leave, sick leave, or compensatory time off for the balance of the unpaid bereavement leave. Additionally, Government Code 12945.7, as added by AB 1949, makes it unlawful to retaliate or discriminate against an employee for using bereavement leave or to interfere with an employee's right to use bereavement leave.

Districts with questions about bereavement leave should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The following paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to five days upon the death of any member of the employee's immediate family, as defined in Education Code 44985 and 45194. (Government Code 12945.7)

No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

~~Members of an employee's immediate family include: (Education; Government Code 44985, 45194)~~

12945.7)

~~The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse~~

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2 includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" includes "parent-in-law" as permitted by law.

~~Immediate Family means a parent, parent-in-law, grandparent, or grandchild of the employee or of the spouse of the employee, and the employee's spouse, son, son domestic partner, child, child-in-law, daughter, daughter-in-law, brother, or sister~~

~~Any sibling of the employee, or any relative living in the employee's immediate household of the employee. (Education Code 44985, 45194)~~

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Classified Employees

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207) ~~;~~ Government Code 12945.7)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207.

Districts are cautioned to consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Pursuant to Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041 (Ch. 748, Statutes of 2022), CFRA provides an eligible employee with up to 12 weeks of unpaid, job-protected leave to care for a designated person who has a serious health condition, in addition to caring for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period. For further information regarding medical leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Government Code 12945.2; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Certificated Employees

The use of Personal Necessity Leave will be determined solely by the Unit Member.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in Items #1-2 above and by certificated employees for the reasons specified in Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations (DIR), employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or for which the need is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the

Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district, or personnel commission for merit districts, to (1) adopt any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
-
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee who is a victim of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of such victim may be absent from work in order to attend related judicial proceedings, if the crime is any of the following: (Labor Code 230.2)-

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code ~~41971192.7~~(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use any available vacation, personal leave, or compensatory time off for the purposes described in Items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, Items #2-5 apply to districts with 25 or more employees.

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)-

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse
- ~~3.~~ Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
- ~~3.~~ Obtain psychological counseling or mental health services related to an experience of crime or abuse
- ~~4.~~ Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)-

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify district employees of employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on DIR's website, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form.

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using leave for child-related activities is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or ~~re-enroll~~reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours

in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state
2. The board, commission, organization, or group informs the district in writing of the service
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated or classified employee may take time off without loss of compensation to serve as an elected officer of any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10.

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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

Regulation approved: April 10, 2007

revised: April 10, 2012

revised: December 10, 2013

revised: June 17, 2015

revised: May 11, 2021

revised: December 13, 2022

revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Personnel *(All Staff)***Regulation 4161.8~4261.8~4361.8: Family Care And Medical Leave**

CSBA NOTE: The following optional administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)).

However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under state law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel as needed.

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or to Pregnancy Disability Leave (PDL), when an employee is disabled by a pregnancy, childbirth, or related medical condition. -The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. -(Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in loco parentis. For purposes of CFRA leave, child also includes a child of a registered domestic partner. -(Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1041 (Ch. 748, Statutes of 2022), a designated person, as defined below, is added to the class of people an employee may take leave to care for under CFRA. A designated person may be identified by the employee at the time of the employee's requests for the leave, and the district may limit employees to one designated person per 12-month period.

Designated person, for CFRA purposes, means any individual related by blood, or whose association with the employee is the equivalent of a family relationship. (Government Code 12945.2)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. -(Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

CSBA NOTE: Pursuant to Government Code 12945.2, as amended by AB 1041, a "designated person," as defined above, is included in the definition of "eligible family member" for purposes of CFRA.

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a

family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, ~~or sibling~~, or designated person. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. However, for FMLA purposes, parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility/Purposes of Leave

CSBA NOTE: Government Code 12945.2 and 29 USC 2611-2612 require a district to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements apply to all public agencies regardless of the number of employees.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. The care of an eligible family member with a serious health condition
3. The employee's own serious health condition that makes the employee unable to perform the job functions of the position

CSBA NOTE: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, child, or parent who is a military member is on covered active duty during deployment to a foreign country. Government Code 12945.2 provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. A qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

CSBA NOTE: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. The care of a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember

CSBA NOTE: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

CSBA NOTE: Pursuant to Government Code 12945.2, leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would not be more than 12 work weeks.

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during

any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. -To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. -(Government Code 12945.2; 29 USC 2612)

The 12-month period shall coincide with the fiscal year. -(29 CFR 825.200)

CSBA NOTE: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. -(Government Code 12945; 2 CCR 11042)

CSBA NOTE: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. -(Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. -(2 CCR 11090; 29 USC 2612)

CSBA NOTE: Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees.

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. -During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off.- (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave.- (2 CCR 11092)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one

hour.- (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

CSBA NOTE: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. -(2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: -(2 CCR 11041, 11090; 29 USC 2612)-

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member-

CSBA NOTE: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule-
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child-

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. -(2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, CSBA's District and County Office of Education Legal Services of district legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. -(2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). -If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. -(2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. -(2 CCR 11091)

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of an employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. -(2 CCR 11091; 29 CFR 825.300)

CSBA NOTE: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. -(2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. -(Government Code 12945.2; 2 CCR 11050, 11091)

CSBA NOTE: Government Code 12945.2 and Labor Code 245.5, as amended by AB 1041, expands the CFRA leave an eligible employee may take to include caring for a designated person with a serious health condition. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The district may limit the employee to taking CFRA leave to care for one designated person per 12-month period.

An eligible employee may request CFRA leave to care for a designated person with a serious health condition. The employee may identify the designated person at the time of the employee's request for the leave. The district may limit an employee to using CFRA leave to care for one designated person per 12-month period. (Government Code 12945.2; Labor Code 245.5)

Certification of Health Condition

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for family care and medical leave for an employee's own serious health condition or to care for the employee's eligible family member with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all such employees uniformly; thus, districts using this section should request a medical certification from all such employees.

Districts requiring written medical certification from employees may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11097.

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. -(2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

CSBA NOTE: Item #3 below addresses an eligible employee's request for leave to care for an eligible family member. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. The U.S. Department of Labor (DOL) provides a form, "Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act," that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member
4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

CSBA NOTE: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. -(Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. -(2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. -(Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

CSBA NOTE: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050.

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. -(2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. -(2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. -(2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. -(Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

CSBA NOTE: The following optional section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from the employee's health provider, stating that the employee is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, any fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the employee's essential job functions with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform

the essential job functions of the position.

Rights to Reinstatement

CSBA NOTE: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position upon return from such leave. However, such an employee has no greater right to reinstatement or other benefits than the employee would have if employment had been continuous.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. -(Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. -(2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. -(2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. -(Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

CSBA NOTE: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. -(Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose.-

However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. -(Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

CSBA NOTE: The following optional section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. Pursuant to Government Code 12945.2, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee may take all 12 weeks of FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. -(Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country or, for members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. -(29 USC 2611; 29 CFR 825.126)

CSBA NOTE: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "other events" agreed to by the district and the employee. As an example of such other event, DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," and the California Department of Human Resources', "Questions and Answers - Military Family Leave - FMLA," list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. -(29 CFR 825.302)

CSBA NOTE: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its website.

The following paragraph is optional and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. -(29 CFR 825.302)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

CSBA NOTE: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. According to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is inclusive of the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. -(29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in loco parentis, and who is of any age. -(29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered servicemember (except "parents-in-law"). -(29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. -(29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. -(29 USC 2611; 29 CFR 825.127)

CSBA NOTE: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for veterans, as provided below. Pursuant to 29 CFR 825.127, a veteran's injury or illness will qualify as a "serious injury or illness" for the purpose of this leave, only if one of the four conditions listed in Item #2 below is present.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating-
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

CSBA NOTE: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

CSBA NOTE: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is optional. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of

the servicemember that contains the information specified in 29 CFR 825.310.

CSBA NOTE: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's, "Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers," an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. -(29 USC 2612)

CSBA NOTE: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA, leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

CSBA NOTE: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the websites of the California Civil Rights Department and the DOL.

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:-

1. General Notice: -Information explaining the provisions of the Fair Employment and Housing Act/PDL and FMLA/CFRA and ~~employees'~~ ~~employees'~~ rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. -(2 CCR 11049, 11095; 29 USC 2619)

CSBA NOTE: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement. The following optional paragraph is for use by districts that require employees to provide advance notice.

2. The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. -(2 CCR 11049, 11050, 11091)

3. Eligibility Notice: -When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. -(2 CCR 11049, 11091; 29 CFR 825.300)
4. Rights and Responsibilities Notice: -Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: -(29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

CSBA NOTE: Item #4b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. -(29 CFR 825.300)

5. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, the Superintendent or designee shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. -(2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. -(29 CFR 825.300)

CSBA NOTE: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

6. If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. -(2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. -(29 CFR 825.300)

Records

CSBA NOTE: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of FMLA or CFRA leave or PDL in accordance with law. -(Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Regulation approved: April 10, 2007
revised: November 12, 2013
revised: July 10, 2018
revised: May 11, 2021
revised: September 13, 2022
revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Instruction**Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities**

CSBA NOTE: The following optional policy is for use by districts that maintain high schools and should be modified to reflect district practice.

Pursuant to Education Code 56345 and 34 CFR 300.320, the individualized education program (IEP) for each student with a disability must contain a statement of measurable annual goals that would enable the student to progress in the general education curriculum, a statement regarding any accommodations necessary to measure the student's performance on state and district assessments, and any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation; see AR 6159 - Individualized Education Program for a detailed listing of the required contents of the IEP.

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate standards and assessments, goals, as well as the accommodations, that may be required for students with disabilities any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

No student shall be classified as eligible for differential standards of proficiency for the purpose of circumventing the legal requirement to maintain academic eligibility for extracurricular or cocurricular activities. (Education Code 35160.5)

High School Diploma and Certificate of Educational Achievement/Completion

Beginning in 2005-2006, a student with disabilities may be awarded a high school diploma upon satisfactory completion of the course of study specified in his/her IEP and upon completion of the high school exit exam. The high school exit exam shall be administered in accordance with requirements and accommodations as specified in the student's IEP.

All students subject to the requirements of the high school exit exam shall receive "adequate notice" as specified in law and Board policy. (Education Code 48980, 60850)

Exemption from District-Established Graduation Requirements

CSBA NOTE: Pursuant to Education Code 51225.31, as added by AB 181 (Ch. 52, Statutes of 2022), districts are required to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below. Awarding a diploma pursuant to this exception does not change the district's obligation to provide a free appropriate public education or otherwise constitute a change in placement.

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 - High School Graduation Requirements. However, a student with a disability may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Prior to the beginning of grade 10, the IEP team for each student with a disability shall determine whether the student is eligible for the exemption, and if so, notify the student's parent/guardian of the exemption. (Education Code 51225.31)

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

Certificate of Educational Achievement or Completion

CSBA NOTE: Education Code 56390-56392 authorize a district to award a certificate of educational achievement to a student with a disability who meets the criteria specified below. Pursuant to Education Code 56391, a student who meets the criteria is eligible to participate in any graduation ceremony/activity in which a student of similar age without a disability would be eligible to participate. However, Education Code 56391 provides that the right to participate in graduation ceremonies does not equate a certificate or document of educational achievement with a regular diploma.

Instead of a high school diploma, a student with ~~disabilities~~a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the ~~Board of Education~~board of the district in which the student attended school or the district with jurisdiction over the student as identified in ~~his/her~~the student's IEP
2. Satisfactorily met ~~his/her~~the student's IEP goals and objectives during high school as ~~identified in his/her~~determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in ~~his/her~~the student's IEP, and met the objectives of the statement of transition services

~~In accordance with Education Code 56391, a~~ A student with ~~disabilities~~a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Policy adopted: April 10, 2007
revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Instruction**Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education**

CSBA NOTE: Education Code 56195.8 mandates districts to adopt policies for the special education programs and services they operate, including nonpublic, nonsectarian services provided to students with disabilities when no appropriate public education program is available to meet their special education needs. The nonpublic, nonsectarian school or agency (NPS/A) must be certified as meeting state standards pursuant to Education Code 56366 and 56366.1.

The following policy and accompanying administrative regulation should be revised to comply with the policies and regulations of the Special Education Local Plan Area in which the district operates.

~~The Board of Education~~The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. -When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

CSBA NOTE: Pursuant to Education Code 56366 and 56366.1, a district contracting with an NPS/A must verify that the NPS/A meets certification requirements. 5 CCR 3067 allows the district to request, in writing, that the California Department of Education review the certification status of an NPS/A.

Education Code 56366.1 also requires districts to verify that the NPS/A provides staff training in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's student population.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. -In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that ~~an appropriate public education alternative does not exist and that~~ the placement is appropriate for the student. -(Education Code 56342.1)

CSBA NOTE: Pursuant to Education Code 56365, students enrolled in an NPS/A are deemed to be enrolled in public schools for state apportionment purposes. Districts then pay to the NPS/A the full amount of the school tuition or, the agency fees for participating students pursuant to the contract.

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A, ~~pursuant to the contract.~~ (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

CSBA NOTE: In a December 2022 Settlement Agreement between Davis Joint Unified School District and the U.S. Department of Education Office for Civil Rights, following an investigation into the use of seclusion and restraint at an NPS/A that the district contracted with, the district was found to have denied students a free and appropriate public education (FAPE) because the district failed to ensure the NPS/A staff were knowledgeable about district policies, procedures, and practices regarding the use seclusion and restraint, failed to reevaluate students to determine if the repeated use of restraint and seclusion affected the receipt of FAPE, and failed to consider if any additional aids and services were appropriate in order to provide FAPE. See BP5131. 41 - Use of Seclusion and Restraint for additional information on the use of Seclusion and Restraint.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

CSBA NOTE: The following optional paragraph may be modified to reflect district practice.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Policy adopted: April 10, 2007
revised: June 19, 2013
revised: September 8, 2020
revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Instruction

Policy 6173.4: Education For American Indian Students *NEW*****

CSBA NOTE: The following policy may be revised to reflect district practice. Districts that receive federal Title VI Indian education funding (20 USC 7401-7492), which supports local educational agencies, Indian tribes and organizations, and other entities in meeting the unique cultural, language, and educational needs of American Indian students, are mandated to adopt policy and procedures to ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents/guardians and family members of American Indian students and community representatives; see the section entitled, "Title VI Indian Education Program," for more information regarding this mandate.

The terms "American Indian," "Native American," and "Indian" are used in various state and federal laws but do not always refer to the same groupings of people or are not defined. For purposes of Title VI, 20 USC 7491 defines "Indians" to include Alaska natives. The following regulation may be revised to reflect terminology preferred by the district and local tribes.

The Governing Board recognizes that American Indian students may have unique cultural, language, and educational needs that may be addressed by increasing student knowledge about American Indian history, including the history and culture of local tribes, and by providing American Indian students with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

The Superintendent or designee shall provide all students with culturally relevant curriculum related to local American Indian tribes and implement strategies necessary for the improvement of the academic achievement of American Indian students.

CSBA NOTE: The following paragraphs address the involvement of a California Indian Education Task Force. Pursuant to Education Code 33391, as added by AB 1703 (Ch. 477, Statutes of 2022), districts are encouraged to form a California Indian Education Task Force with Indian tribes local to their region, or historically located in the region, to assist in the development of curriculum related to local tribes, and in the identification of, and strategies to close, any achievement gaps between American Indian students and other students in the district.

In order to discuss, gain a shared understanding of, and develop curriculum for use within the district, and to identify the extent and nature of any achievement gaps between American Indian students and other district students, and strategies to address any such gaps, the district may form a California Indian Education Task Force with tribes local to the region. Participants in the task force meetings may consider issues of mutual concern, which include: (Education Code 33391)

1. Developing a thorough, shared understanding of accurate, high-quality curricular materials about the history, culture, and government of local tribes, and developing such materials for use within the district that include tribal experiences and perspectives
2. Developing a shared understanding of proper or improper instructional materials when these materials use depictions of Native Americans
3. Encouraging the adoption of the curriculum developed by the California Indian Education Task Force
4. Identifying the extent and nature of any achievement gap between American Indian students and other students, and strategies necessary to close it

If formed, the California Indian Education Task Force shall, within one year and thereafter annually, submit a report to the California Department of Education on the findings, including progress of work on Items #1-4, above. (Education Code 33391)

The Superintendent or designee shall identify American Indian students most at-risk of not meeting state academic standards and provide to such students the needed support(s), including making referrals, as appropriate, for special education services or services under Section 504 of the federal Rehabilitation Act of 1973, or other school-based services such as counseling and health services, supplemental instruction, before- or after-school services, and summer learning programs.

CSBA NOTE: Education Code 48432.5, as amended by AB 740 (Ch. 400, Statutes of 2022), provides protections for American Indian students prior to an involuntary transfer to a continuation school. Additionally, Education Code 48853.5, 48911, 48911.1, 48915.5, and 48918.1, as amended by AB 740, provide protections for American Indian students regarding suspension and expulsion proceedings and assignments to supervised suspension classrooms. In such instances, written notice must be provided to an American Indian student's tribal social worker and, if applicable, the county social worker. See AR 5144.1 - Suspension and Expulsion/Due Process, AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities), AR 6173.1 - Education for Foster Youth, and AR 6184 - Continuation Education.

Suspension, expulsion, assignment to a supervised suspension classroom, or involuntary transfer to a continuation school of an American Indian student shall be in accordance with law and as specified in Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities), and 6184 - Continuation Education.

CSBA NOTE: Pursuant to Labor Code 3074.2, any district planning to hold a college or career fair is required to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. See BP 6164.2 - Guidance/Counseling Services and BP 6178 - Career Technical Education.

The Superintendent or designee shall provide programs to facilitate the successful transition of American Indian students to post-secondary education and employment, which may include college and career fairs in accordance with Labor Code 3074.2, mentorship programs, and counseling services.

As needed, the Superintendent or designee shall provide professional development to teachers and other school staff to assist them in understanding and responding to the unique needs of American Indian students.

At least annually, the Superintendent or designee shall report to the Board on the outcomes of American Indian students including, but not limited to, school attendance, student achievement test results, promotion and retention by grade level, graduation rates, and suspension/expulsion rates.

Title VI Indian Education Program

CSBA NOTE: The following section is for districts that receive Title VI funding pursuant to 20 USC 7401-7492, and should be deleted by districts that do not receive such funding.

With the assistance of federal Title VI funding for the education of children from federally recognized tribes, the district shall offer programs and activities to meet the unique cultural, language, and educational needs of American Indian students, as defined in 20 USC 7491. Program objectives and outcomes shall be based on state academic standards. (20 USC 7424)

CSBA NOTE: The following paragraphs address the involvement of parents/guardians and family members of American Indian students and community representatives in program implementation and evaluation, as mandated by 20 USC 7424, and may be expanded to reflect district practice.

In developing, implementing, and evaluating Title VI programs and activities, the Superintendent or

designee shall consult with and involve parents/guardians and family members of American Indian students and other community representatives. (20 USC 7424)

The district shall establish a committee that is composed of, and selected by, parents/guardians and family members of American Indian students, representatives of tribes on tribal lands located within 50 miles of any district school that serves any children of the tribes, teachers, and, if appropriate, American Indian students enrolled in secondary schools in the district. The majority of the committee shall be parents/guardians and family members of American Indian students. The committee shall participate in program development and provide written approval for the program. (20 USC 7424)

CSBA NOTE: Pursuant to 20 USC 7425, federal funding for American Indian education programs may be used for any of the services and activities listed in Items #1-13 below. The following list may be revised to reflect district practice.

The district's Title VI program for American Indian education may include any of the following services and activities: (20 USC 7425)

1. Activities that support Native American language programs and Native American language restoration programs, which may be taught by traditional leaders
2. Culturally related activities that support the district's program
3. Early childhood and family programs that emphasize school readiness
4. Enrichment programs that focus on problem solving and cognitive skills development and directly support the attainment of state academic standards
5. Integrated educational services in combination with other programs that meet the needs of American Indian students and their families, including programs that promote parent/guardian involvement in school activities and increase student achievement
6. Career preparation activities that enable American Indian students to participate in career technical education programs, including programs for mentoring and apprenticeship
7. Activities to educate individuals so as to prevent violence, suicide, and substance abuse
8. The acquisition of equipment that is essential to achieve program goals
9. Activities that promote the incorporation of culturally responsive teaching and learning strategies into the district's educational program
10. Family literacy services
11. Activities that recognize and support the unique cultural and educational needs of American Indian students, and incorporate appropriately qualified tribal elders and seniors
12. Dropout prevention strategies for American Indian students
13. Strategies to meet the educational needs of American Indian students in correctional facilities, including such strategies that support American Indian students who are transitioning from such facilities to schools served by the district

Any federal funds received to support American Indian education programs shall be used to supplement, not supplant, state or local funds allocated for such purposes. (20 USC 7424)

Program funds may be used to support a Title I schoolwide program pursuant to 20 USC 6314 if approved by the committee established pursuant to 20 USC 7424, provided that the schoolwide program is consistent with the purpose of American Indian education programs and the district's application identifies how the use of such funds in a schoolwide program will produce benefits to American Indian students that would not be achieved if not used in a schoolwide program. (20 USC 7424)

As needed, professional development shall be provided to teachers and other school staff to assist them in working with American Indian students and carrying out Title VI programs. (20 USC 7424)

The Superintendent or designee shall maintain a record of the information establishing the status of each student as an American Indian student eligible for assistance through the federal American Indian education program. (20 USC 7427)

The Superintendent or designee shall periodically assess the progress of all American Indian students, including American Indian students who do not participate in programs funded through Title VI, in meeting program goals and objectives. Assessment results shall be provided to the Board, the committee established pursuant to 20 USC 7424, tribes whose children are served by the district, and the community. (20 USC 7424)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Policy adopted: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Instruction**Policy 6174: Education For English Learners**

CSBA NOTE: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See CDE's website for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's, "The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners," (Roadmap) available on its website.

~~The Board of Education~~ The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

CSBA NOTE: Pursuant to Education Code 60811, the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), and the English Language Arts/English Language Development Framework aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. A supplementary resource, "Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning," specifies the correspondence of the state ELD standards to the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's, "California Digital Learning Integration and Standards Guidance," available on its website, provides distance learning curriculum and instructional guidance for mathematics, English language arts, and English language development.

Additionally, CDE's, "Roadmap" encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasizes inquiry-based learning and critical thinking skills.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

CSBA NOTE: The following items are for use by districts that maintain middle and/or high schools and may be revised to reflect the grade levels offered by the district. Education Code 60811.8 prohibits districts from denying any student who is an English learner the opportunity to enroll in core curriculum courses, courses required for middle school promotion or high school graduation, courses required for college admission, or advanced courses, with specified exceptions for recently arrived immigrant students. However, Education Code 60811.8 does not require districts to create supplemental courses in languages other than English.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-/social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

However, an English learner ~~may be denied participation in any such course if the student~~who has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students,~~and may be denied participation in any such course, if~~ the course of study provided to the student is designed to remedy academic deficits incurred during participation and reasonably calculated to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in ~~item~~Item #1 above
3. Other courses that meet the "~~a-g~~A-G" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

CSBA NOTE: Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. CDE's, "Roadmap" provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

CSBA NOTE: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/guardian and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

Staff Qualifications and Training

CSBA NOTE: Commission on Teacher Credentialing's (CTC) leaflet CL-622, "Serving English Learners," and "Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations," describe requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

CSBA NOTE: The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

CSBA NOTE: The following paragraph is optional. CDE's, "Roadmap," indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

CSBA NOTE: CDE's, "Roadmap," emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development. Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using the English Language Proficiency Assessments for California (ELPAC). The ELPAC includes an initial test for identifying students who may be English learners and an annual summative assessment for determining English learners' level of English proficiency and progress in acquiring the skills of listening, speaking, reading, and writing in English. CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration, identification of English learners, and reclassification criteria.

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

CSBA NOTE: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress (CAASPP) to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR 853 during test administration.

CAASPP also includes the optional California Spanish Assessment for students in grades 3-8 and high school, which measures a student's competency in reading, writing, and listening in Spanish.

Pursuant to Education Code 60900.1, as added by AB 1868 (Ch. 907, Statutes of 2022), CDE is required to annually post on its website CAASPP test results by English language acquisition status and to report enrollment data by English language acquisition status and disability.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR ~~854.1-854.3853~~. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR ~~854.1-854.3853~~)

CSBA NOTE: The following paragraph is optional. CDE's, "Roadmap," highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

Language Acquisition Programs

CSBA NOTE: Education Code 305-310 authorizes parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

CSBA NOTE: Items #1-2 below are optional and may be revised to reflect district practice.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding
2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order

thinking skills, including critical thinking, in order to meet state academic content standards

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-3.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

CSBA NOTE: Pursuant to 5 CCR 11311, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

CSBA NOTE: The following paragraph is optional and may be deleted if the district does not offer a dual-language immersion program.

Pursuant to Education Code 48345, as added by SB 941 (Ch. 711, Statutes of 2022), as an alternative to cancelling classes or seeking emergency credentials for teachers, the Governing Board is authorized, until July 1, 2029, to enter into an instruction collaboration agreement (ICA) with districts, county offices of education, or charter schools to offer courses and coursework to students who have been impacted by disruptions or cancellations to dual language immersion programs, or teacher shortages to such programs. See BP 5117 - Interdistrict Attendance for more information on ICAs.

Until July 1, 2029, the Superintendent or designee may, with Board approval, and as specified in BP 5117 - Interdistrict Attendance, enter into an instruction collaboration agreement (ICA) with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations, or teacher shortages to dual language immersion programs. (Education Code 48345)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

CSBA NOTE: The following section may be revised to reflect indicators agreed upon by the Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to ~~items~~Items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Policy adopted: April 10, 2007
 revised: February 12, 2013
 revised: June 17, 2015
 revised: May 9, 2017
 revised: October 9, 2018
 revised: August 13, 2019
 revised: ??, 2023

Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Instruction

Regulation 6174: Education For English Learners

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant.- (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English.- (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English.- (5 CCR 11300)

Native speaker of English means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication.- (Education Code 306)

Identification and Assessments

CSBA NOTE: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) website.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey.- (Education Code 52164.1; 5 CCR 11307, 11518.5)

CSBA NOTE: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California (ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC.- (Education Code 313, 52164.1; 5 CCR 11518.5)

CSBA NOTE: Pursuant to 5 CCR 11518.25, the district is required to provide English learners with disabilities with the designated supports and accommodations in accordance with the student's individualized education program or Section 504 plan.

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency.

Pursuant to Education Code 56305, CDE has developed a manual, "California Practitioners' Guide for Educating English Learners with Disabilities," which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35-37.

CSBA NOTE: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its website in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification.- (5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education.- (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year.- (Education Code 52164.1; 5 CCR 11518.15)

CSBA NOTE: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided ~~not~~no later than 30

calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following:- (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction-
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation-
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. When the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

CSBA NOTE: Education Code 313.2 requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in Item #4 below.

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available-
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

CSBA NOTE: Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process:- (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in ~~item~~Item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals
 - c. Within 60 calendar days of reaching the threshold number of parents/guardians described in ~~item~~Item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators-
 - d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following:- (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion

2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language-
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum.- (5 CCR 11302)

Reclassification/Redesignation

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study.- (Education Code 52164.6)

CSBA NOTE: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in Items #1-4 below. Additional guidance and resources regarding reclassification criteria are available on CDE's website. The district may expand the following list to reflect any additional criteria it has established.

The criteria for determining whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to:- (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

CSBA NOTE: Pursuant to Education Code 313.3, as amended by AB 181 (Ch. 52, Statutes of 2022), the date by which CDE is required to develop a standardized teacher observation protocol for use in evaluating a student's English language proficiency, as required by Item #2 below, as well as professional development tools to train teachers on the use of the protocol has been extended to December 31, 2023. CDE is currently developing the, "Observation Protocol for Teachers of English Learners (OPTTEL)," a resource to support educators in monitoring and evaluating language use of English learner students.

2. Participation of Evaluation by the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student, including, but not limited to, a review of the student's curriculum mastery and academic performance
3. Parent/guardian involvement, including:

- a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate
- b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process
- c. Provision of an interpreter for the parent/guardian, when necessary

CSBA NOTE: Pursuant to Education Code 313, Item #4 requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents, "Updated Reclassification Guidance for 2018-19," dated January 18, 2019, clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion for grades 3-8 and 11, or districts may select another local assessment for all grade levels. CDE correspondence and resources, available on its website, provide examples of appropriate measures.

4. Student Comparison of student performance on an objective assessment of basic skills in English that shows against an empirically established range of performance in basic skills, based on the performance of English proficient students of the same age, which demonstrates whether the student is performing at or near grade levels sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record.- (5 CCR 11305)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement.- (5 CCR 11304)

CSBA NOTE: Pursuant to 20 USC 6841, districts receiving federal Title III funding are required to report to CDE the number and percentage of English learners, including English learners with a disability, meeting state academic standards for each of four years after they are no longer receiving services under Title III. In the Federal Program Monitoring process, CDE reviews whether the district monitors the progress of reclassified students for a minimum of four years to ensure correct classification and placement of reclassified students and the provision of additional academic support as needed. A letter from CDE to district superintendents, "Monitoring Reclassified Students," dated December 20, 2019, describes the areas in which districts should monitor students to ensure academic progress of former English learner students.

Districts that do not receive Title III funding may revise the following paragraph to reflect district practice.

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure ~~correct classification and placement and to determine whether any additional academic support is needed~~ the students have not prematurely exited, any academic deficit incurred through participation in the English learner program has been remedied, and the students are meaningfully participating in the standard instructional program compared to students who had never participated in an English learner program. (5 CCR 11304; 20 USC 6841)

Advisory Committees

CSBA NOTE: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, an advisory committee on programs and services for English learners is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committees are specified in Education Code 52176 and 5 CCR 11308.

A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership.- (Education Code 52176; 5 CCR 11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of regular school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan.- (Education Code 52176)

CSBA NOTE: Pursuant to 5 CCR 11308, each school-level English Learning Advisory Committee (ELAC) is entitled to elect at least one member to the District English Learner Advisory Committee (DELAC). If there are more than 30 ELACs in the district, the district may use a system of proportional or regional representation. The following paragraph may be revised to reflect district practice.

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

CSBA NOTE: 5 CCR 11308 delineates the duties of the DELAC, as provided below. The list of DELAC duties on CDE's website omits Item #5, administration of the annual language census.

The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. Developing a district master plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. Conducting a districtwide needs assessment on a school-by-school basis-
3. Establishing a district program, goals, and objectives for programs and services for English learners
4. Developing a plan to ensure compliance with applicable teacher or instructional aide requirements
5. Administering the annual language census
6. Reviewing and commenting on the district's reclassification procedures
7. -Reviewing and commenting on the required written parental notifications

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that DELAC and ELAC committee members receive appropriate training and materials.- This training shall be planned in full consultation with the members.- (5 CCR 11308)

LCAP Advisory Committee

CSBA NOTE: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners. The English learner parent advisory committee is not required after July 1, 2024.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP). Such advisory committee shall provide input regarding the district's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs, in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. ~~–(If the DELAC acts as the ELAC pursuant to Education Code 52063 and 52062, the DELAC shall also review and comment on the development or annual update of the LCAP. (Education Code 52062, 52063; 5 CCR 11301, 15495)~~

The DELAC may also serve as the LCAP English learner advisory committee.

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
 Regulation approved: April 10, 2007
 revised: February 12, 2013
 revised: June 17, 2015
 revised: May 9, 2017
 revised: October 9, 2018
 revised: August 13, 2019
 revised: February 11, 2020
revised: ??, 2023