

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

October 10, 2023

5:00pm CLOSED Session

6:00pm Regular Session

Meeting Location:

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

Zoom for the public:

Link: <https://us02web.zoom.us/j/82402091307>

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

Webinar ID: 824 0209 1307

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

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. Correspondence
 - a. Letter from the California Department of Education approving the 2023-2024 Local Control and Accountability Plan for SCOE and SPJUSD**
 - b. Letter from the California Department of Education approving the 2023-2024 Budgets for SCOE and SPJUSD**

2. Superintendent Reports

COUNTY

- a. Director of Business Services/CBO job posting, minor revisions to job description
- b. Surplus vehicle donation from Sierra County
- c. County Personnel Items:
 1. Assignment of Cheyenne Wilkinson, SH Instructional Aide, Loyalton High School, 1.0 FTE (6 hours/day), effective September 20, 2023

DISTRICT

- d. FEMA/Cal OES
 - e. Girls' softball field
 - f. Deferred maintenance
 - g. New website
 - h. Phone System/P.A. update
 - i. Most recent Inter-District Attendance Agreements approved**
3. Business Report
 - a. Account Object Summary-Balance from 07/01/2023 to 9/30/2023
 1. SCOE**
 2. SPJUSD**
 - b. First Month SPJUSD Enrollments for the 2023-2024 School Year**
 4. Staff Reports
 - a. SCOE
 - b. SPJUSD
 5. SPTA Report
 6. Committee/Board Member Reports
 7. 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 Regular Joint Meeting held September 12, 2023**
2. Approval of Board Report-Checks Dated 09/01/2023 through 09/30/2023
 - a. SCOE**
 - b. SPJUSD**

3. Approval of Quarterly Report on Williams Uniform Complaints for the quarter ending 09/30/2023
 - a. SCOE**
 - b. SPJUSD**
4. Approval of the following SPJUSD Personnel Items:
 - a. Assignment of Miranda Prakash, 2023-2024 Athletic Director for Grades 6-8, Loyalton
 - b. Acceptance of resignation for Misty Painter, Custodian, Downieville Schools, .38 FTE (3 hours/day), effective October 13, 2023
 - c. Authorization to fill Custodian, Downieville Schools, .38 FTE (3 hours/day)
 - d. Authorization to increase FTE for Carla Truhett, Custodian, Loyalton Elementary School/Portables, from .075 FTE (3 hours/week) to .125 FTE (5 hours/week), effective September 27, 2023

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 10/10/2023**

2. New Business

COUNTY & DISTRICT

PUBLIC HEARING—Textbooks and Instructional Materials

- a. Public Hearing to receive comments on the sufficiency of textbooks and instructional materials for Transitional Kindergarten through 12th grade in each subject and to assure that they are aligned with the state standards adopted pursuant to Ed Code 60605 or 60605.8. Also meet the reporting and sufficiency requirements contained in Ed Code 60119.
- b. Adoption of Resolution No. 24-005C, Sufficiency of Textbooks or Instructional Materials**
- c. Adoption of Resolution No. 24-007D, Sufficiency of Textbooks or Instructional Materials**
- d. Approval of Retirement Incentive for Certificated Employees**

DISTRICT

- e. Approval of Professional Services Agreement with Cara Bowling under the Mental Health Student Services Act grant and MOU with Sierra County Behavioral Health, Contract No. 2024-009D**

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.”

- f. 1160—Political Processes
 1. Board Policy, *revisions***
- g. 1330—Use of School Facilities
 1. Board Policy, *revisions***
 2. Administrative Regulation, *revisions***
 3. Exhibit, *DELETE*

- h. 3311—Bids
 - 1. Administrative Regulation, *revisions***
- i. 3311.3—Design-Build Contracts
 - 1. Administrative Regulation, *revisions***
- j. 3312—Contracts
 - 1. Board Policy, *revisions***
- k. 3460—Financial Reports and Accountability
 - 1. Board Policy, *revisions***
- l. 3551—Food Service Operations/Cafeteria Fund
 - 1. Board Policy, *revisions***
 - 2. Administrative Regulation, *revisions***

M. ADVANCED PLANNING

- 1. The next Regular Joint Board Meeting will be held on November 14, 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

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.



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

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

September 22, 2023

James Berardi, Superintendent
Sierra County Office of Education
109 Beckwith Road
Loyalton, CA 96118-0958

Dear Superintendent Berardi:

Please accept this letter as a formal notification that the State Superintendent of Public Instruction has approved the 2021–22 through 2023–24 Local Control and Accountability Plan for Sierra County Office of Education and Unified School District for the 2023–24 school year, consistent with California *Education Code* sections 52070.5(d) and 52070(e).

On behalf of the Superintendent, we thank you and your staff for your persistent efforts to increase student achievement and close opportunity and achievement gaps for all of your students. We look forward to continued partnership with the Sierra County Office of Education as we continue to ensure opportunities for every student in California to have a world-class education.

If you have any questions regarding this subject, please contact Joshua Strong, Administrator, Local Agency Systems Support Office, by phone at 916-982-2310 or by email at jstrong@cde.ca.gov.

Sincerely,

/s/

William McGee, Director
Student Achievement and Support Division

WM:js



**CALIFORNIA DEPARTMENT
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STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

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September 27, 2023

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

Sean Snider, Superintendent
Sierra-Plumas Joint Unified School District
P.O. Box 955
Loyalton, CA 96118

Dear Superintendent Berardi and Superintendent Snider:

Subject: 2023–24 County Office of Education and School District Budgets

Pursuant to California *Education Code (EC)* sections 1622(b) and 42127(i), the California Department of Education (CDE) has examined the Sierra County Office of Education (SCOE) and Sierra-Plumas Joint Unified School District (SPJUSD) budgets to determine whether they satisfy the following criteria:

- Comply with the Criteria and Standards for fiscal stability adopted by the State Board of Education,
- Allow your county office and school district to meet their financial obligations during the fiscal year, and
- Are consistent with a financial plan that will enable them to satisfy their multiyear financial commitments.

Based on this review, your 2023–24 adopted budget for SCOE meets the above specified criteria and is approved. The SPJUSD budget is approved with the following cautionary remarks and advice.

Sierra-Plumas JUSD Unrestricted General Fund Projections

| SPJUSD | 2023-24 | 2024-25 | 2025-26 |
|-----------------------------|----------------|----------------|----------------|
| Beginning Fund Balance | \$4,511,733 | \$3,069,870 | \$1,400,340 |
| Projected Surplus/(Deficit) | (\$1,441,903) | (\$1,669,530) | (\$1,541,852) |
| Ending Fund Balance | \$3,069,870 | \$1,400,340 | (\$141,512) |
| Available Reserves | \$2,762,430 | \$1,092,900 | (\$448,952) |
| Reserve Percentage | 30.43% | 11.92% | (4.86%) |

Source: SPJUSD 2023-24 Adopted Budget, SACS Form MYP

- Based on your projections, the district is expected to operate with a deficit in the current and two upcoming budget years if reductions are not implemented. The CDE advises carefully considering all possible expenditure reduction options, and it is emphasized that these reductions should be implemented as soon as possible to have the most significant impact.
- As specified in the Criteria and Standards, the school district must keep a reserve for economic uncertainty of at least four percent. The district's budget predicts deficit spending will deplete reserves by fiscal year 2025-26, which will impair the ability of the district to meet its financial obligations. The district must present a 2023-24 First Interim Report plan to restore reserves to the required level for all reviewed years.

The CDE also notes that the 2023–24 negotiations with the certificated and classified bargaining units were not settled at the time the budgets were adopted. To the extent that collective bargaining agreements result in additional ongoing costs, the CDE advises you that such increased costs should be supported by additional ongoing revenues or ongoing reduction of expenditures. Further, the Criteria and Standards specify that upon settlement, the county office of education must provide the CDE with an analysis of the cost of the settlement and its impact on the operating budget. The public disclosure documents prepared in compliance with *Government Code* Section 3547.5 can be used to satisfy this requirement.

Pursuant to *Government Code* Section 3547.5(b), a school district superintendent and its chief business official must certify in writing that the costs incurred under a negotiated bargaining agreement can be met by the school district during the term of the agreement. Upon settlement, please provide our office with a copy of the certification and an itemization of the budget revisions needed to implement the agreement.

James Berardi, Superintendent; Sean Snider, Superintendent

September 27, 2023

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In accordance with the Criteria and Standards for fiscal solvency used to assess financial health, a qualified certification may be assigned at any time when current projections indicate that a school district or county office may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. The assignment of a qualified certification allows various forms of fiscal intervention and support designed to assist the district or county office in regaining its financial health. If the district's financial condition is substantially unchanged at the First Interim Reporting period or if it worsens in the meantime, a qualified certification is probable.

The CDE appreciates your efforts to maintain fiscal solvency and asks that you continue to keep our office informed of your actions and progress. As you know, the State Superintendent of Public Instruction (SSPI) is legally responsible for overseeing the fiscal solvency of county offices of education and any school districts for which the county board of education serves as the governing board. The CDE may find it necessary to intervene in the county office's fiscal condition at any time during the fiscal year as provided by EC Section 1630(b).

The CDE appreciates the budget submissions and awaits the First Interim Reports, which are due to CDE by December 15, 2023. If you have any questions or concerns, please contact myself at jmiles@cde.ca.gov or Masha Lutsuk, Fiscal Consultant, at mlutsuk@cde.ca.gov.

Sincerely,

/s/

John Miles, Administrator

Fiscal Oversight and Support Office

JM:ml

2023-0202-46

cc: Nona Griesert, Business Manager

| New/Renewal | School Year | Grade Entering | District of Residence | Receiving District | Reason Given by Requestor | Backup Documentation Received? | In/Out? |
|--------------------|--------------------|-----------------------|------------------------------|---------------------------|----------------------------------|---------------------------------------|----------------|
| Renewal | 2023-24 | 4 | SPJUSD | Washoe | Proximity to schools | n/a | Out |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Report Date:
10/10/2023

| Balances through September | | | | | | 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 | 290,916.63 | 44,625.85 | 79,160.52 |
| 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 | 25,662.06 | 9,268.26 | 996.68 |
| 1300 | Certificated Supervisor Admini | 230,335.00 | 230,335.00 | 159,166.98 | 53,055.66 | 18,112.36 |
| 1310 | Teacher in Charge | 10,000.00 | 10,000.00 | | | 10,000.00 |
| | Total for Object 1000 | 701,955.00 | 701,955.00 | 475,745.67 | 106,949.77 | 119,259.56 |
| 2100 | Instructional Aides' Salaries | 196,459.00 | 196,459.00 | 130,605.58 | 18,293.38 | 47,560.04 |
| 2115 | Classified Extra Duty | 1,000.00 | 1,000.00 | | 349.34 | 650.66 |
| 2120 | Classified Substitutes | 5,000.00 | 5,000.00 | | 2,071.51 | 2,928.49 |
| 2200 | Classified Support Salaries | 110,860.00 | 110,860.00 | 36,567.44 | 7,789.28 | 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 | 114,415.35 | 38,037.00 | 27,639.65 |
| 2400 | Clerical Technical Office Staf | 246,910.00 | 246,910.00 | 182,349.88 | 52,701.34 | 11,858.78 |
| 2900 | Other Classified Salaries | 14,760.00 | 14,760.00 | | | 14,760.00 |
| | Total for Object 2000 | 757,854.00 | 757,854.00 | 463,938.25 | 119,241.85 | 174,673.90 |
| 3101 | STRS Certificated Positions | 199,074.00 | 199,074.00 | 90,867.60 | 19,567.83 | 88,638.57 |
| 3102 | STRS Classified Positions | 1,719.00 | 1,719.00 | | | 1,719.00 |
| 3202 | PERS Classified Positions | 197,841.00 | 197,841.00 | 123,260.13 | 32,759.92 | 41,820.95 |
| 3301 | OASDI Certificated Positions | 2,134.00 | 2,134.00 | | | 2,134.00 |
| 3302 | OASDI Classified Positions | 45,852.00 | 45,852.00 | 27,672.45 | 7,184.67 | 10,994.88 |
| 3311 | Medicare Certificated Position | 9,986.00 | 9,986.00 | 6,544.26 | 1,711.32 | 1,730.42 |
| 3312 | Medicare Classified Positions | 10,748.00 | 10,748.00 | 6,471.83 | 1,680.30 | 2,595.87 |
| 3401 | Health & Welfare Benefits Cert | 127,707.00 | 127,707.00 | 95,464.08 | 15,917.68 | 16,325.24 |
| 3402 | Health & Welfare Benefits Clas | 155,738.00 | 155,738.00 | 139,397.76 | 31,427.01 | 15,086.77- |
| 3501 | SUI Certificated | 3,588.00 | 3,588.00 | 237.87 | 168.33 | 3,181.80 |
| 3502 | SUI Classified | 3,789.00 | 3,789.00 | 232.16 | 189.15 | 3,367.69 |
| 3601 | Workers' Compensation Certific | 27,795.00 | 27,795.00 | 17,944.20 | 4,692.41 | 5,158.39 |
| 3602 | Workers' Compensation Classifi | 29,912.00 | 29,912.00 | 17,745.55 | 4,607.33 | 7,559.12 |
| 3901 | Golden Handshake | 15,689.00 | 15,689.00 | | 15,688.48 | .52 |
| | Total for Object 3000 | 831,572.00 | 831,572.00 | 525,837.89 | 135,594.43 | 170,139.68 |
| 4100 | Approved Textbooks Core Curric | 1,300.00 | 1,300.00 | | | 1,300.00 |
| 4300 | Materials and Supplies | 23,467.00 | 23,467.00 | 8,934.61 | 4,410.47 | 10,121.92 |
| 4320 | Custodial Grounds Supplies | 1,250.00 | 1,250.00 | | | 1,250.00 |

| Balances through September | | | | | | Fiscal Year 2023/24 |
|---------------------------------------|---|---------------------|---------------------|---------------------|-------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - Gen Fund (continued) | | | | | | |
| 4330 | Office Supplies | 1,750.00 | 1,750.00 | 240.00 | | 1,510.00 |
| 4350 | Vehicle Upkeep | 3,000.00 | 3,000.00 | 1,923.96 | 76.04 | 1,000.00 |
| 4400 | Noncapitalized Equipment | 3,214.00 | 3,214.00 | | 4,338.90 | 1,124.90- |
| | Total for Object 4000 | 33,981.00 | 33,981.00 | 11,098.57 | 8,825.41 | 14,057.02 |
| 5100 | Subagreements for Services | 40,000.00 | 40,000.00 | | | 40,000.00 |
| 5200 | Travel and Conference | 25,638.00 | 25,638.00 | 3,010.90 | 2,753.38 | 19,873.72 |
| 5300 | Dues and Membership | 32,798.00 | 32,798.00 | 3,394.72 | 22,783.24 | 6,620.04 |
| 5400 | Insurance | 25,000.00 | 25,000.00 | | | 25,000.00 |
| 5500 | Operation Housekeeping Service | 22,000.00 | 22,000.00 | 7,425.36 | 574.64 | 14,000.00 |
| 5600 | Rentals, Leases, Repairs, Nonc | 1,500.00 | 1,500.00 | 529.95 | 120.01 | 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 | 245,889.70 | 53,040.23 | 138,859.07 |
| 5899 | SPJUSD to Reimburse | | | 5,769.67 | 35,789.62 | 41,559.29- |
| 5900 | Communications | 16,000.00 | 16,000.00 | 1,427.24 | 1,922.76 | 12,650.00 |
| | Total for Object 5000 | 621,225.00 | 621,225.00 | 273,581.57 | 117,049.85 | 230,593.58 |
| 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 |
| | Total for Object 6000 | 35,000.00 | 35,000.00 | .00 | 13,530.00 | 21,470.00 |
| 7110 | County Tuition Inter Dist Agre | 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 Object 7000 | 49,428.00 | 49,428.00 | .00 | .00 | 49,428.00 |
| | Total for Fund 01 and Expense accounts | 3,031,015.00 | 3,031,015.00 | 1,750,201.95 | 501,191.31 | 779,621.74 |
| Fund 11 - ADULT ED | | | | | | |
| 1100 | Teachers Salaries | 12,500.00 | 12,500.00 | | 13,522.31 | 1,022.31- |
| 1300 | Certificated Supervisor Admini | 116,095.00 | 116,095.00 | 82,924.56 | 27,641.52 | 5,528.92 |
| | Total for Object 1000 | 128,595.00 | 128,595.00 | 82,924.56 | 41,163.83 | 4,506.61 |
| 2200 | Classified Support Salaries | 3,572.00 | 3,572.00 | | | 3,572.00 |
| 2400 | Clerical Technical Office Staf | 63,900.00 | 63,900.00 | 25,041.11 | 5,508.53 | 33,350.36 |
| | Total for Object 2000 | 67,472.00 | 67,472.00 | 25,041.11 | 5,508.53 | 36,922.36 |
| 3101 | STRS Certificated Positions | 29,762.00 | 29,762.00 | 15,838.56 | 5,279.52 | 8,643.92 |

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2024, Period = 3, 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 = 1, Page Break? = N)

ESCAPE ONLINE

| Balances through September | | | | | | Fiscal Year 2023/24 |
|---------------------------------------|--|---------------------|---------------------|---------------------|-------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 11 - ADULT ED (continued) | | | | | | |
| 3202 | PERS Classified Positions | 18,218.00 | 18,218.00 | 6,411.24 | 1,478.25 | 10,328.51 |
| 3301 | OASDI Certificated Positions | | | | 838.38 | 838.38- |
| 3302 | OASDI Classified Positions | 4,184.00 | 4,184.00 | 1,293.51 | 283.97 | 2,606.52 |
| 3311 | Medicare Certificated Position | 1,864.00 | 1,864.00 | 1,202.40 | 596.87 | 64.73 |
| 3312 | Medicare Classified Positions | 979.00 | 979.00 | 302.48 | 66.41 | 610.11 |
| 3401 | Health & Welfare Benefits Cert | 10,745.00 | 10,745.00 | 10,745.10 | 3,581.70 | 3,581.80- |
| 3402 | Health & Welfare Benefits Clas | 17,536.00 | 17,536.00 | 14,348.07 | 3,188.46 | .53- |
| 3501 | SUI Certificated | 643.00 | 643.00 | 41.49 | 73.83 | 527.68 |
| 3502 | SUI Classified | 338.00 | 338.00 | 12.56 | 2.75 | 322.69 |
| 3601 | Workers' Compensation Certific | 5,191.00 | 5,191.00 | 3,296.97 | 1,636.63 | 257.40 |
| 3602 | Workers' Compensation Classifi | 2,723.00 | 2,723.00 | 829.49 | 182.10 | 1,711.41 |
| | Total for Object 3000 | 92,183.00 | 92,183.00 | 54,321.87 | 17,208.87 | 20,652.26 |
| 4300 | Materials and Supplies | | | 7,719.63 | 681.26 | 8,400.89- |
| 4330 | Office Supplies | 500.00 | 500.00 | 448.07 | 51.93 | .00 |
| 4350 | Vehicle Upkeep | 88.00 | 88.00 | 274.68 | | 186.68- |
| | Total for Object 4000 | 588.00 | 588.00 | 8,442.38 | 733.19 | 8,587.57- |
| 5200 | Travel and Conference | | | 3,700.00 | 325.00- | 3,375.00- |
| 5300 | Dues and Membership | | | 1,400.00 | | 1,400.00- |
| 5500 | Operation Housekeeping Service | | | 5,458.53 | 541.47 | 6,000.00- |
| 5600 | Rentals, Leases, Repairs, Nonc | | | 2,140.92 | 267.08 | 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 | | | 572.07 | 11,697.93 | 12,270.00- |
| 5900 | Communications | | | 1,334.63 | 465.37 | 1,800.00- |
| | Total for Object 5000 | 600.00 | 600.00 | 14,706.15 | 12,646.85 | 26,753.00- |
| 6200 | Building and Improvement of Bu | | | 101,831.79 | 832.50 | 102,664.29- |
| 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 | 287,267.86 | 78,093.77 | 61,736.63- |
| 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, Expense accounts and Object 7000 | 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 | 2,037,469.81 | 579,285.08 | 1,025,885.11 |

| Balances through September | | | | | | 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 | 1,880,509.71 | 233,720.85 | 197,335.44 |
| 1115 | Extra Duty Hourly | 8,000.00 | 8,000.00 | | 4,708.90 | 3,291.10 |
| 1120 | Certificated Substitutes | 57,000.00 | 57,000.00 | | 3,480.00 | 53,520.00 |
| 1300 | Certificated Superv/Admin Sala | 421,444.00 | 421,444.00 | 298,419.12 | 101,162.01 | 21,862.87 |
| 1310 | Teacher In Charge/Head Teacher | 10,000.00 | 10,000.00 | | | 10,000.00 |
| | Total for Object 1000 | 2,808,010.00 | 2,808,010.00 | 2,178,928.83 | 343,071.76 | 286,009.41 |
| 2100 | Instructional Aides Salaries | 276,535.00 | 276,535.00 | 215,503.53 | 22,482.17 | 38,549.30 |
| 2115 | Inst. Aide Extra Duty | 2,000.00 | 2,000.00 | | 1,645.50 | 354.50 |
| 2120 | Instructional Aides Substitute | 3,000.00 | 3,000.00 | | 55.06 | 2,944.94 |
| 2200 | Classified Support Salaries | 386,184.00 | 386,184.00 | 274,448.31 | 86,983.42 | 24,752.27 |
| 2201 | Bus Driver | 91,744.00 | 91,744.00 | 28,565.03 | 8,042.01 | 55,136.96 |
| 2215 | Classified Extra Duty | 2,500.00 | 2,500.00 | | 612.90 | 1,887.10 |
| 2220 | Classified Support Substitute | 25,000.00 | 25,000.00 | | 4,011.77 | 20,988.23 |
| 2300 | Classified Sup/Admin Salaries | 2,700.00 | 2,700.00 | 2,134.85 | 405.00 | 160.15 |
| 2400 | Clerical & Office Salaries | 198,902.00 | 198,902.00 | 152,489.67 | 37,369.87 | 9,042.46 |
| 2420 | Clerical & Office Sub Salaries | 4,000.00 | 4,000.00 | | 889.68 | 3,110.32 |
| 2900 | Other Classified Salaries | 25,277.00 | 25,277.00 | | | 25,277.00 |
| | Total for Object 2000 | 1,017,842.00 | 1,017,842.00 | 673,141.39 | 162,497.38 | 182,203.23 |
| 3101 | State Teachers Retirement Syst | 728,447.00 | 728,447.00 | 404,580.52 | 62,906.30 | 260,960.18 |
| 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 | 147,594.12 | 36,876.68 | 81,440.20 |
| 3311 | OASDI-Certificated Positions | 2,076.00 | 2,076.00 | 42.09- | 34.33 | 2,083.76 |
| 3312 | OASDI-Classified Positions | 62,143.00 | 62,143.00 | 39,863.07 | 9,516.43 | 12,763.50 |
| 3321 | Medicare-Certificated Position | 38,138.00 | 38,138.00 | 28,990.02 | 4,649.50 | 4,498.48 |
| 3322 | Medicare-Classified Positions | 14,537.00 | 14,537.00 | 9,322.61 | 2,225.58 | 2,988.81 |
| 3401 | Health & Welfare -Certificated | 503,060.00 | 503,060.00 | 450,636.66 | 55,916.24 | 3,492.90- |
| 3402 | Health & Welfare-Classified Po | 201,550.00 | 201,550.00 | 180,146.61 | 50,720.06 | 29,316.67- |
| 3501 | State Unemployment Insurance-C | 14,217.00 | 14,217.00 | 1,089.41 | 1,635.15 | 11,492.44 |
| 3502 | State Unemployment Insurance- | 5,177.00 | 5,177.00 | 336.49 | 230.65 | 4,609.86 |
| 3601 | Workers' Compensation Insuranc | 95,889.00 | 95,889.00 | 76,137.29 | 12,130.52 | 7,621.19 |
| 3602 | Workers' Compensation Insuranc | 35,643.00 | 35,643.00 | 23,958.95 | 5,719.73 | 5,964.32 |
| 3901 | Other Benefits, Certificated P | 35,074.00 | 35,074.00 | 26,304.84 | 7,306.90 | 1,462.26 |
| 3902 | Other Benefits, Classified Pos | 17,537.00 | 17,537.00 | 13,152.42 | 2,922.76 | 1,461.82 |
| | Total for Object 3000 | 2,029,871.00 | 2,029,871.00 | 1,402,070.92 | 252,790.83 | 375,009.25 |

| Balances through September | | | | | | Fiscal Year 2023/24 |
|---|---------------------------------|---------------------|---------------------|---------------------|-------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - General FD (continued) | | | | | | |
| 4100 | Textbooks | 26,605.00 | 26,605.00 | 841.60 | 3,843.97 | 21,919.43 |
| 4300 | Class Mat'l and Supplies | 50,843.00 | 50,843.00 | 7,674.90 | 24,770.25 | 18,397.85 |
| 4301 | Class Consumable Mat'l | 7,000.00 | 7,000.00 | 43.13 | 1,273.24 | 5,683.63 |
| 4302 | Class Paper/Toner | 14,000.00 | 14,000.00 | | 4,699.32 | 9,300.68 |
| 4305 | Other Student M&S | 25,000.00 | 25,000.00 | 9,916.71 | 2,033.70 | 13,049.59 |
| 4320 | Custodial Grounds Supplies | 38,000.00 | 38,000.00 | 9,635.77 | 18,032.75 | 10,331.48 |
| 4330 | Office Supplies | 17,000.00 | 17,000.00 | 2,959.81 | 3,142.22 | 10,897.97 |
| 4350 | Vehicle Maint. M&S | 11,500.00 | 11,500.00 | 3,717.18 | 447.86 | 7,334.96 |
| 4351 | Vehicle FUEL | 30,000.00 | 30,000.00 | 26,285.62 | 992.74 | 2,721.64 |
| 4400 | Non-Capital Equipment (Up to \$ | 58,895.00 | 58,895.00 | 11,799.41 | 7,360.95 | 39,734.64 |
| | Total for Object 4000 | 278,843.00 | 278,843.00 | 72,874.13 | 66,597.00 | 139,371.87 |
| 5100 | Subagreement for Services | 185,000.00 | 185,000.00 | | 118,477.39- | 303,477.39 |
| 5200 | Travel & Conferences | 55,802.00 | 55,802.00 | 16,777.47 | 11,490.04 | 27,534.49 |
| 5300 | Dues & Membership | 10,129.00 | 10,129.00 | 1,883.84 | 8,289.28 | 44.12- |
| 5400 | Insurance-Fire, liability, etc | 210,000.00 | 210,000.00 | | | 210,000.00 |
| 5510 | Power | 159,000.00 | 159,000.00 | 138,824.78 | 20,172.28 | 2.94 |
| 5520 | Garbage | 7,000.00 | 7,000.00 | 5,213.84 | 2,439.64 | 653.48- |
| 5530 | Water | 60,000.00 | 60,000.00 | 49,615.00 | 10,385.00 | .00 |
| 5540 | Propane | 171,000.00 | 171,000.00 | 167,293.01 | 3,706.99 | .00 |
| 5590 | Miscellaneous Utilities | 20,000.00 | 20,000.00 | 20,000.00 | | .00 |
| 5600 | Rentals, Leases & Repairs | 83,500.00 | 83,500.00 | 51,483.34 | 34,399.63 | 2,382.97- |
| 5800 | Services & Operating Expense | 7,500.00 | 7,500.00 | 1,550.00 | | 5,950.00 |
| 5810 | Legal Expenses | 20,000.00 | 20,000.00 | 9,907.00 | 93.00 | 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 | 563,925.97 | 88,939.00 | 166,714.03 |
| 5899 | SCOE Interagency Reimburse | | | 14,578.70 | 16,825.06 | 31,403.76- |
| 5900 | Communications | 3,500.00 | 3,500.00 | 2,320.10 | 679.90 | 500.00 |
| 5910 | Telephone-Monthly Service | 22,075.00 | 22,075.00 | 14,463.94 | 3,473.56 | 4,137.50 |
| | Total for Object 5000 | 1,863,544.00 | 1,863,544.00 | 1,069,336.99 | 82,415.99 | 711,791.02 |
| 6200 | Building & Improvements | | | 15,455.07 | 110,290.71 | 125,745.78- |
| 6400 | Equipment | 60,000.00 | 60,000.00 | 37,623.30 | 32,748.67 | 10,371.97- |
| 6500 | Equipment Replacement | 55,000.00 | 55,000.00 | 72,087.23 | 30,748.52 | 47,835.75- |
| | Total for Object 6000 | 115,000.00 | 115,000.00 | 125,165.60 | 173,787.90 | 183,953.50- |

| Balances through September | | | | | | Fiscal Year 2023/24 |
|--|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| Fund 01 - General FD (continued) | | | | | | |
| 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 Object 7000 | | 965,503.00 | 965,503.00 | 104,450.00 | 750,000.00 | 111,053.00 |
| Total for Fund 01 and Expense accounts | | 9,078,613.00 | 9,078,613.00 | 5,625,967.86 | 1,831,160.86 | 1,621,484.28 |
| Fund 13 - Cafeteria | | | | | | |
| 2200 | Classified Support Salaries | 104,277.00 | 104,277.00 | 75,159.76 | 8,039.42 | 21,077.82 |
| 2215 | Classified Extra Duty | 1,000.00 | 1,000.00 | | 794.83 | 205.17 |
| 2220 | Classified Support Substitute | 500.00 | 500.00 | | | 500.00 |
| Total for Object 2000 | | 105,777.00 | 105,777.00 | 75,159.76 | 8,834.25 | 21,782.99 |
| 3202 | Public Employees Retirement Sy | 21,628.00 | 21,628.00 | 13,174.83 | 1,599.98 | 6,853.19 |
| 3312 | OASDI-Classified Positions | 6,242.00 | 6,242.00 | 4,374.96 | 517.40 | 1,349.64 |
| 3322 | Medicare-Classified Positions | 1,460.00 | 1,460.00 | 1,023.15 | 121.02 | 315.83 |
| 3402 | Health & Welfare-Classified Po | 17,537.00 | 17,537.00 | 15,782.94 | 1,679.76 | 74.30 |
| 3502 | State Unemployment Insurance- | 529.00 | 529.00 | 37.60 | 4.42 | 486.98 |
| 3602 | Workers' Compensation Insuranc | 3,580.00 | 3,580.00 | 2,629.41 | 310.97 | 639.62 |
| Total for Object 3000 | | 50,976.00 | 50,976.00 | 37,022.89 | 4,233.55 | 9,719.56 |
| 4340 | Food Service | 8,000.00 | 8,000.00 | 7,744.76 | 305.24 | 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 | 54,381.00 | 8,583.15 | 2,964.15- |
| Total for Object 4000 | | 70,000.00 | 70,000.00 | 62,125.76 | 8,888.39 | 1,014.15- |
| 5200 | Travel & Conferences | 500.00 | 500.00 | 121.00 | 121.00 | 258.00 |
| 5600 | Rentals, Leases & Repairs | 6,000.00 | 6,000.00 | | 1,711.45 | 4,288.55 |
| 5800 | Services & Operating Expense | 400.00 | 400.00 | | | 400.00 |
| 5890 | Contracts/Servic | 500.00 | 500.00 | | 406.00 | 94.00 |
| Total for Object 5000 | | 7,400.00 | 7,400.00 | 121.00 | 2,238.45 | 5,040.55 |
| Total for Fund 13 and Expense accounts | | 234,153.00 | 234,153.00 | 174,429.41 | 24,194.64 | 35,528.95 |
| Fund 40 - Dist Build | | | | | | |
| 6200 | Building & Improvements | 750,000.00 | 750,000.00 | | | 750,000.00 |
| Total for Fund 40, Expense accounts and Object 6000 | | 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 |

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2024, Period = 3, 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 = 1, Page Break? = N)

ESCAPE ONLINE

| Balances through September | | | | | | Fiscal Year 2023/24 |
|----------------------------|---|----------------|----------------|--------------|--------------|---------------------|
| Object | Description | Adopted Budget | Revised Budget | Encumbered | Expenditure | Account Balance |
| | Total for Fund 73, Expense accounts and Object 5000 | 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 | 5,800,397.27 | 1,855,355.50 | 2,432,013.23 |

ENROLLMENT BY SCHOOL MONTH - 2023-2024

****As of 09/19/2023**

| | Downieville Elementary | Loyalton Elementary | Downieville Jr High | Loyalton Jr High | Downieville Sr High | Loyalton Sr High | Sierra Pass Continuation | Long-Term ISP/SDC | TOTAL |
|--------------------------|---------------------------|------------------------|------------------------|---------------------|------------------------|---------------------|-----------------------------|----------------------|-------|
| Ending 2022-2023 | 23 | 190 | 9 | 57 | 11 | 95 | 9 | included in site # | 394 |
| 1st Day 2023-2024 | 31 | 191 | 11 | 40 | 10 | 112 | 4 | included in site # | 399 |

| | Month | | | | | | | | |
|-------------------|-------|----|-----|----|----|----|-----|---|------------------------|
| September | 1 | 28 | 191 | 11 | 40 | 10 | 114 | 4 | included in site # 398 |
| 08/23/23-09/15/23 | | | | | | | | | |
| October | 2 | | | | | | | | included in site # 0 |
| 09/18/23-10/13/23 | | | | | | | | | |
| November | 3 | | | | | | | | included in site # 0 |
| 10/16/23-11/09/23 | | | | | | | | | |
| December | 4 | | | | | | | | included in site # 0 |
| 11/13/23-12/08/23 | | | | | | | | | |
| January | 5 | | | | | | | | included in site # 0 |
| 12/11/23-01/19/24 | | | | | | | | | |
| February | 6 | | | | | | | | included in site # 0 |
| 01/22/24-02/16/24 | | | | | | | | | |
| March | 7 | | | | | | | | included in site # 0 |
| 02/20/24-03/15/24 | | | | | | | | | |
| April | 8 | | | | | | | | included in site # 0 |
| 03/18/24-04/19/24 | | | | | | | | | |
| May | 9 | | | | | | | | included in site # 0 |
| 04/22/24-05/17/24 | | | | | | | | | |
| June | 10 | | | | | | | | included in site # 0 |
| 05/20/24-06/07/24 | | | | | | | | | |

| 2022-2023 | SPJUSD | SCOE | Washoe |
|-----------|--------|------|--------|
| P1 ADA | 354.53 | 0.70 | 13.50 |
| P2 ADA | 351.20 | 0.70 | 12.97 |
| Annual | 352.11 | 0.70 | 13.46 |

| Long-Term ISP | |
|---------------|---|
| DES | 0 |
| LES | 0 |
| DHS | 0 |
| LHS | 2 |

| 2019-2020 | SPJUSD | SCOE | Washoe |
|-----------|--------|------|--------|
| P1 ADA | 410.52 | 5.54 | 18.74 |
| P2 ADA | 409.30 | 5.07 | 15.36 |
| Annual | 409.30 | 5.07 | 15.36 |

**MINUTES 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

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

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
Area 2: Annie Tipton (Vice President)
Area 3: Christina Potter
Area 4: Kelly Champion (President)
Area 5: Dorie Gayner (Clerk)*

ABSENT: *None*

C. APPROVAL OF AGENDA

*TIPTON/POTTER
5/0*

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
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 *at 5:34pm* and ADJOURN FOR BREAK

G. *6:01PM* – RECONVENE

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

TIPTON: We talked about negotiations and will be reaching out to SPTA to set up some meetings in the near future.

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

BERARDI: Working on contracts with these two professionals that will be funded by the SBHIP grant to work with and train teachers working with kids struggling on different levels.

- b. Adult Education grant update

JACKSON: \$152K per year over the next three years – first year guaranteed, second and third year will be performance-based. Once we receive direction and guidance from the State and the Chancellor’s office as to how these funds are going to be awarded, we need the authority to move forward with implementing the plan in place. This is money targeted to English as a Second Language (ESL) population. There is serious interest on the west side of the county in becoming emergency response and health care providers.

DISTRICT

- c. Recognition of Cali Griffin for Honorary American FFA Degree

SNIDER: It is my pleasure to recognize Cali Griffin for this prestigious award and honor. We are very fortunate to have Cali here on our team. This is the highest degree bestowed upon any individual by the National FFA organization.

- d. FEMA/Cal OES update

BERARDI: Letter received for approval of initial report submitted. SNIDER is working to get up to speed on this whole process and will eventually take over, but I will remain the point of contact for the time being. Looking at a little over \$3 million for projects/damages across the district.

- 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

SELPA—BETHKE: We are well underway and getting to know our new students. We also have an explosion of 504 students this year, so we are working through that and scheduling lots of meetings. I am very thankful for my staff, but we are still in need of more help. We are interviewing for a Special Ed aide position on Monday.

ADULT ED—JACKSON: Had a job walk with a new contractor today to get work done at the Adult Ed site on dirt work and sewer tie-in. Bid should be complete by Thursday. Hoping to have work done by the following weekend pending approval of the bid on Friday. Ramps and sidewalks can be worked on after the dirt work and sewer. Electrical work should be done the first week of October.

b. SPJUSD

LES—WHITE (CERESOLA): Started off the year with a new sports club with a new board and athletic director, covers K-8. Garden, Art and Music are all underway. All three programs are amazing! The music program is a welcome addition this year. The teachers and the students are all enjoying it so far. Starting up our tennis program for the year again with help from an organization out of Reno. Our parents club is holding their first fundraiser for the year coming up on September 30th – Barn Dinner. Started up “Coffee with the Principal” again last Friday. There were a few new moms that showed, and a couple even went over to talk to HR about possible jobs. Back to School Night was a success. TinyEye counseling is starting up this week. BMX Bike Assembly held last week which was great. We also started homework club last week for 3rd-6th. Intervention starting up next week and tutoring the first week of October.

LHS—MESCHERY: Lots of sports in motion right at the beginning of the year. This is a WASC year, so there will be presentations throughout the year regarding that. We are thrilled with the new music program. Homecoming is next week with dress up days throughout the week, parade on Friday followed by powderpuff game and then the main football game and dance on Saturday. We have implemented two accelerated workshops into curriculum to work through some learning loss due to COVID. We have three new students this year who have come from neighboring counties just for our Ag program.

FFA & AG—GRIFFIN: Ag department officers went on a retreat before school started and it went really well. Held our first meeting with parents. We have a lot of kids in the program and they are all great. Planning for Greenhand Conference in Colusa. Student officers are going to Sutter High School for a leadership event. Regional meeting coming up at Chico State.

DES & DHS—BERARDI: There’s a different feel so far this year with me at the Downieville School site as a full-time principal which is exciting. We held a Back to School Night as well and had a great turnout. We have a lot of students who love making food for these different events. Site Council starting up again and working on recruiting more members. Looking at revamping our PBIS program. A lot of new kids this year, some returning from homeschooling from COVID. BMX Assembly held in Downieville as well which the kids loved. Big focus in Downieville this year is also our Intervention program—looking at test scores and how students are doing academically, strategizing to help the kids that are struggling. We have a couple of aide positions open. We are working on projects such as asphalt, wiring and new websites.

4. SPTA Report

*PRESIDENT—PETTERSON: **report read by KJ** Teachers are back in the swing of things! School year is off to a great start! SPTA would like to officially welcome Mr. Snider to our district! And SPTA is looking forward to getting some dates on the calendar for negotiations.*

5. Committee/Board Member Reports

TIPTON: Shoutout to the senior class. There were 10-12 seniors that did everything for an event I attended over the weekend. They represented LHS well. Also, a shoutout to Annie Ceresola (White) for her work over the summer as Interim Superintendent.

CHAMPION:

-Finance/Budget Committee—Continue to meet monthly. Last meeting was August 23rd with GRIESERT.

POTTER: Would like to welcome Sean to his first official meeting tonight. Also, I've heard nothing but positives about Mr. McIntosh with the music program.

GAYNER: I will be teaching art again with Sierra Pass this year.

6. Public Comment

Cali Griffin—parent: I have a child who is an elite athlete in a sport where training is during the day and competitions can sometimes take her out of the country. Thanks to Megan Meschery (LHS Principal) for advocating for my daughter to allow her to still participate in school and activities the way she does with her sports scheduled. And advocating for all the kids at LHS.

Megan Meschery—Sierra Schools Foundation: We are thrilled to have Owen McIntosh onboard as the music teacher. We are happy to participate and collaborate with all the entities making this happen. It shows what we value as a community. Annual Golf Tournament coming up on October 7th, our one fundraiser each year. Dinner after the tournament that people can come to if they don't want to golf. Kicking off Senior Grants—up to \$500 for seniors for their projects that are part of graduation requirements.

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

POTTER/GAYNER

5/0

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

TIPTON/POTTER

5/0

2. New Business

COUNTY

- a. Adoption of Resolution 24-004C, Adopting the Gann Limit

POTTER/GAYNER

ROLL CALL VOTE:

POTTER – AYE

TIPTON – AYE

CHAMPION – AYE

GAYNER – AYE

HALL – AYE

5/0

- b. Adoption of the SCOE Unaudited Actuals for the Fiscal Year Ending June 30, 2023

TIPTON/HALL

5/0

- c. Appointment of members of the SCOE Student Attendance Review Board as follows:

GAYNER/HALL

5/0

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

Written and read by James Berardi

HALL/TIPTON

ROLL CALL VOTE:

POTTER – AYE

TIPTON – AYE

CHAMPION – AYE

GAYNER – AYE

HALL – AYE

5/0

- e. Adoption of Resolution No. 24-004D, Recognition of Kathy Henson

Written and read by Andrea White

HALL/POTTER

ROLL CALL VOTE:

POTTER – AYE

TIPTON – AYE

CHAMPION – AYE

GAYNER – AYE

HALL – AYE

5/0

- f. Adoption of Resolution No. 24-005D, Recognition of Richard Jaquez
Written and read by Andrea White
GAYNER/TIPTON
 ROLL CALL VOTE:
POTTER – AYE
TIPTON – AYE
CHAMPION – AYE
GAYNER – AYE
HALL – AYE
 5/0
- g. Adoption of Resolution 24-006D, Adopting the Gann Limit
TIPTON/POTTER
 ROLL CALL VOTE:
POTTER – AYE
TIPTON – AYE
CHAMPION – AYE
GAYNER – AYE
HALL – AYE
 5/0
- h. Adoption of the SPJUSD Unaudited Actuals for the Fiscal Year Ending June 30, 2023
CHAMPION/HALL
 5/0
- i. Nomination of SPJUSD representatives for the SCOE Student Attendance Review Board as follows:
HALL/POTTER
 5/0
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
TIPTON/GAYNER
 5/0
- k. Approval of compensation for Andrea White as the Interim District Superintendent at current Administrator daily rate plus 10%, retro to July 1, 2023
POTTER/GAYNER
 5/0
- l. Approval of the following SPJUSD personnel items:
TIPTON/HALL
 5/0
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.
TIPTON/HALL
5/0
- n. Approval of assignment of Chris Strine, Bus Driver, Downieville Schools, .5 FTE (4 hours/day), effective date TBD
HALL/POTTER
5/0
- o. Approval of Prep Period Buy-Out for Don Negus as the Fuel Ed Online Course Advisor, Loyalton High School, effective August 24, 2023
TIPTON/HALL
5/0
- p. Approval of Weightlifting as a high school course for P.E. credit
GAYNER/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.”

HALL motioned to approve q-x as presented. Second by POTTER
5/0

- 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*
TIPTON/HALL
5/0
- z. 6174—Education for English Learners
 - 1. Board Policy, *revisions*
 - 2. Administrative Regulation, *revisions*
GAYNER/POTTER
5/0

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
 - Resolutions for appreciation of service for Nicole Stannard and Tom Mooers*

N. ADJOURN

CHAMPION adjourned the meeting at 7:35pm.

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: September 12, 2023

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

BOARD MEMBERS PRESENT:
 Patty Hall Annie Tipton Christina Potter Kelly Champion Dorie Gayner

OTHERS PRESENT:
 James Berardi, County Superintendent
 Sean Snider, District Superintendent
 Nona Griesert, Director of Business Services

I. SESSION TOPIC(S):

| | |
|--|---|
| Item #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 |
| RESULT: | |
| <input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT | |
| <input checked="" type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN. | |
| <input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____ | |
| <hr/> | |
| Item #2—Government Code 54957 | |
| PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE | |
| RESULT: | |
| <input type="checkbox"/> DIRECTION WAS GIVEN TO SUPERINTENDENT | |
| <input checked="" type="checkbox"/> THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN. | |
| <input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____ | |

II. ENDED CLOSED SESSION AT 5:34 P.M. AND RETURNED TO OPEN SESSION

PRESIDED BY: Kelly Champion RECORDED BY: Dorie Gayner
Kelly Champion, PRESIDENT Dorie Gayner, CLERK

Kristie Jacobsen

From: Sean Snider
Sent: Wednesday, September 13, 2023 12:40 PM
To: Kristie Jacobsen
Subject: Board Policy Update: Education for American Indian Students
Attachments: 0939_001.pdf

Hello Board Members,

Thank you for a successful first board meeting! As I mentioned last night, we do not receive federal Title VI funding. After a closer examination of the new "Education for American Indian Students" board policy, I realized we can omit everything from the bottom of page 2 through the end of page 4 (see attachment for exactly what I'm referring to). I apologize for not catching this prior to last night's meeting, but I will have Kristie take it out when she posts our official policy online.

Please let me know if you have any questions.

Sincerely,

Sean Snider

Superintendent
Sierra-Plumas Joint Unified School District
P.O. Box 955
109 Beckwith Road
Loyalton, CA 96118
Phone: 530-993-1660

From: DO 2 <printer@loyaltonhighlearning.com>
Sent: Wednesday, September 13, 2023 11:22 AM
To: Sean Snider <ssnider@spjUSD.org>
Subject: Attached Image

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

Checks Dated 09/01/2023 through 09/30/2023

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|--|-------------|---------------------------|-----------------|--------------|
| 00016750 | 09/11/2023 | ALHAMBRA | 11-4330 | WATER SERVICE | | 39.95 |
| 00016751 | 09/11/2023 | AMAZON CAPITAL SERVICES | 01-4300 | CLASSROOM SUPPLIES | 14.91 | |
| | | | | DONATED FUNDS PURCHASE | 51.47 | |
| | | | | SOCCER GOAL | 750.22 | 816.60 |
| 00016752 | 09/11/2023 | FIRST-CITIZENS BANK & TRUST | 01-5900 | PHONE SYSTEM/MAINTENANCE | | 640.92 |
| 00016753 | 09/11/2023 | BEACON RESULTS | 01-5200 | BOARD WORKSHOP | 2,000.00 | |
| | | | 01-5899 | BOARD WORKSHOP | 2,000.00 | 4,000.00 |
| 00016754 | 09/11/2023 | BURLINGTON ENGLISH INC. | 11-5810 | COURSES | | 480.00 |
| 00016755 | 09/11/2023 | CASAS | 11-5810 | SITE LICENSE FEE | | 1,050.00 |
| 00016756 | 09/11/2023 | EL DORADO COUNTY OFFICE OF EDUCATION | 01-5300 | CSR DUES | | 1,800.00 |
| 00016757 | 09/11/2023 | JAMES MORANTE DBA ENGAGE! STRATEGIES | 01-5810 | SBHIP CONSULTING SERVICES | | 6,000.00 |
| 00016758 | 09/11/2023 | INTERMOUNTAIN DISPOSAL, INC. | 11-5500 | GARBAGE SERVICE | | 35.37 |
| 00016759 | 09/11/2023 | LAUREN JONES BEHAVIORAL CONSULTANT | 01-5810 | BEHAVIORAL CONSULTANT | | 4,566.07 |
| 00016760 | 09/11/2023 | LIBERTY UTILITIES CPEC | 01-5500 | ELECTRICAL SERVICE | 300.84 | |
| | | | 11-5500 | ELECTRICAL SERVICE | 176.05 | 476.89 |
| 00016761 | 09/11/2023 | MARCOS MARTINEZ | 01-5200 | MILEAGE | | 128.38 |
| 00016762 | 09/11/2023 | OFFICE DEPOT | 11-4300 | COPY PAPER | | 213.91 |
| 00016763 | 09/11/2023 | PLUMAS-SIERRA TELECOMMUNICATIONS | 11-5600 | BROADBAND SERVICE | | 109.00 |
| 00016764 | 09/11/2023 | PRINTWORKS | 01-4300 | TUPE SHIRTS/SHORTS | | 1,796.28 |
| 00016765 | 09/11/2023 | UBEO WEST LLC | 11-5600 | COPIER/MAINTENANCE | | 31.23 |
| 00016766 | 09/11/2023 | RENO PRINT STORE | 01-4300 | TUPE SHIRTS | | 1,000.40 |
| 00016767 | 09/11/2023 | SELPA ADMINISTRATORS C/O HUMBOLDT - DEL NORTE SELPA | 01-5300 | SELPA DUES | | 1,660.00 |
| 00016768 | 09/11/2023 | SIERRA VALLEY HOME CENTER | 01-4300 | SHOP SUPPLIES | | 23.62 |
| 00016769 | 09/11/2023 | TRI COUNTY SCHOOLS INSURANCE GROUP | 01-9535 | HEALTH INSURANCE | 1,816.00 | |
| | | | 76-9576 | HEALTH INSURANCE | 27,759.40 | 29,575.40 |
| 00016770 | 09/11/2023 | U.S. BANK | 01-5200 | CSR HOTEL ACCOMODATIONS | 291.07 | |
| | | | 01-5899 | LAWN MOWER | 2,925.06 | 3,216.13 |
| 00016771 | 09/11/2023 | U.S. BANK VOYAGER | 01-4300 | FUEL EXPENSE | 69.27 | |
| | | | 01-4350 | FUEL EXPENSE | 76.04 | |
| | | | 01-5200 | FUEL EXPENSE | 51.60 | 196.91 |
| 00016772 | 09/08/2023 | EMCN FISCAL AGENT C/O SCHOOL SERV OF CALIFORNIA | 01-5300 | EMCN COALITION | | 105.00 |
| 00016773 | 09/26/2023 | AMAZON CAPITAL SERVICES | 01-4300 | CLASSROOM SUPPLIES | 130.59 | |
| | | | 11-4300 | SUPPLIES | 279.15 | 409.74 |
| 00016774 | 09/26/2023 | KIMBERLY ASKEW | 01-5200 | PER DIEM/TRAVEL | 39.14 | |
| | | | 01-9500 | PER DIEM/TRAVEL | 120.00 | 159.14 |
| 00016775 | 09/26/2023 | AT&T | 11-5900 | PHONE | | 158.58 |

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 09/01/2023 through 09/30/2023

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|-------------------------------|------------|---|-------------|-------------------------------|-----------------|------------------|
| 00016776 | 09/26/2023 | DONALD BERGSTROM | 01-5810 | SPED/DO CLEANING | 1,408.75 | |
| | | | 01-5899 | GROUPS MAINTENANCE | 70.00 | |
| | | | | SPED/DO CLEANING | 603.75 | |
| | | | 11-5500 | GROUPS MAINTENANCE | 70.00 | 2,152.50 |
| 00016777 | 09/26/2023 | MICAH COHEN, MOT, OTR/L | 01-5810 | OCCUPATIONAL THERAPY SERVICES | | 1,616.25 |
| 00016778 | 09/26/2023 | ENSO DESIGNS | 11-6200 | ARCHITECT PROPOSAL | | 832.50 |
| 00016779 | 09/26/2023 | GRIZZLY INDUSTRIAL | 01-4400 | DRUM SANDER | | 2,924.89 |
| 00016780 | 09/26/2023 | NORTHERN CALIFORNIA EMS, INC | 11-5810 | APPLICATION FEE | | 200.00 |
| 00016781 | 09/26/2023 | PITNEY BOWES, INC. | 01-5600 | POSTAGE MACHINE LEASE | 48.25 | |
| | | | 01-5899 | POSTAGE MACHINE LEASE | 144.80 | 193.05 |
| 00016782 | 09/26/2023 | PRESENCELEARNING, INC. | 01-5810 | PRESENCE LEARNING | | 3,306.95 |
| 00016783 | 09/26/2023 | REMSA CENTER FOR INTEGRATED HEALTH CARE & COMMUNITY EDU | 11-4300 | CPR CARDS | | 12.00 |
| Total Number of Checks | | | | | 34 | 69,927.66 |

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|----------------------------|-------------|------------------|
| 01 | County School Service Fund | 23 | 38,480.52 |
| 11 | ADULT EDUCATION | 14 | 3,687.74 |
| 76 | Payroll Clearing | 1 | 27,759.40 |
| Total Number of Checks | | 34 | 69,927.66 |
| Less Unpaid Sales Tax Liability | | | .00 |
| Net (Check Amount) | | | 69,927.66 |

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 09/01/2023 through 09/30/2023

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|-------------------------------------|-------------|-------------------------------------|-----------------|--------------|
| 00086315 | 09/11/2023 | ACCREDITING COMM. FOR SCHOOLS | 01-5300 | ANNUAL WASC MEMBERSHIP | | 2,380.00 |
| 00086316 | 09/11/2023 | AMAZON CAPITAL SERVICES | 01-4300 | CLASSROOM SUPPLIES | 333.01 | |
| | | | | HOMELESS STUDENT SUPPLIES | 168.28 | |
| | | | | library supplies | 92.22 | |
| | | | | Supplies | 154.15 | |
| | | | | SWITCHES/CABLES | 49.61 | |
| | | | 01-4301 | Art Supplies | 39.49 | |
| | | | 01-4330 | Filing Cabinet | 123.32 | |
| | | | | office supplies | 40.43 | 1,000.51 |
| 00086317 | 09/11/2023 | AMERIGAS | 01-5540 | PROPANE | | 1,764.89 |
| 00086318 | 09/11/2023 | APPLE COMPUTER, INC. | 01-4400 | MACBOOKS | | 2,917.86 |
| 00086319 | 09/11/2023 | CARA BOWLING | 01-5890 | MHSSA GRANT SERVICES | | 1,033.05 |
| 00086320 | 09/11/2023 | BRADY INDUSTRIES | 01-4320 | CUSTODIAL SUPPLIES | | 334.15 |
| 00086321 | 09/11/2023 | PAMELA BRANDON | 01-5600 | TECH COTTAGE RENTAL | | 100.00 |
| 00086322 | 09/11/2023 | BSN SPORTS LLC | 01-4400 | Goal Post Padding | | 1,841.70 |
| 00086323 | 09/11/2023 | BURNEY'S COMMERCIAL SERVICES INC. | 13-5600 | DISHWASHER REPAIR | | 555.00 |
| 00086324 | 09/11/2023 | CASHIER'S OFFICE CAL STATE EAST BAY | 01-9510 | REGISTRATION | | 635.00 |
| 00086325 | 09/11/2023 | CITY OF LOYALTON | 01-5530 | WATER AND SEWER - LOYALTON SITES | 4,181.19 | |
| | | | 01-5899 | WATER AND SEWER - LOYALTON SITES | 250.86 | 4,432.05 |
| 00086326 | 09/11/2023 | COMMERCIAL APPLIANCE SERVICE | 13-5600 | OVEN REPAIR/DIAGNOSE | | 1,156.45 |
| 00086327 | 09/11/2023 | ALLIE DAVIS | 01-5200 | REGISTRATION | | 495.00 |
| 00086328 | 09/11/2023 | EMPLOYMENT DEVELOPMENT DEPARTMENT | 01-3501 | 2ND QTR QTR LOCAL EXPERIENCE CHARGE | | 1,348.21 |
| 00086329 | 09/11/2023 | EDWARDS, STEVENS AND TUCKER, LLP | 01-5810 | LEGAL FEES | | 93.00 |
| 00086330 | 09/11/2023 | KATHERINE GENASCI | 01-4300 | MISSION POSTERS | | 187.25 |
| 00086331 | 09/11/2023 | JANET HAMILTON | 01-5600 | TECH COTTAGE RENTAL | | 100.00 |
| 00086332 | 09/11/2023 | LIBERTY UTILITIES | 01-5510 | ELECTRIC - LOYALTON SITES | 5,837.75 | |
| | | | 01-5899 | ELECTRIC - LOYALTON SITES | 119.17 | 5,956.92 |
| 00086333 | 09/11/2023 | MODEL DAIRY, LLC | 13-4700 | DAIRY PRODUCTS | | 173.78 |
| 00086334 | 09/11/2023 | ODP BUSINESS SOLUTIONS LLC | 01-4300 | Class Supplies | 268.50 | |
| | | | | Supplies | 138.63 | |
| | | | 01-4302 | office supplies | 1,907.16 | |
| | | | 01-4330 | OFFICE DEPOT | 56.79 | 2,371.08 |
| 00086335 | 09/11/2023 | SAVVAS LEARNING COMPANY LLC | 01-4100 | TEXTBOOKS | | 810.81 |
| 00086336 | 09/11/2023 | PLUMAS COUNTY SCHOOLS | 01-9510 | TRANSPORTATION AGREEMENT | | 32,027.48 |
| 00086337 | 09/11/2023 | UBEO WEST LLC | 01-5600 | COPIER MAINT. | 307.58 | |
| | | | 01-5899 | COPIER MAINT. | 102.53 | 410.11 |
| 00086338 | 09/11/2023 | REALLY GOOD STUFF LLC | 01-4300 | classroom supplies | | 96.49 |

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 09/01/2023 through 09/30/2023

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|------------------------------------|-------------|--------------------------------------|-----------------|--------------|
| 00086339 | 09/11/2023 | REED'S LOCKSMITHING, INC. | 01-5890 | DISTRICT WIDE REKEY | 18,421.88 | |
| | | | 01-5899 | DISTRICT WIDE REKEY | 4,605.47 | 23,027.35 |
| 00086340 | 09/11/2023 | SCHOOL SERVICES OF CALIFORNIA | 01-5200 | WORKSHOP REGISTRATION | 206.25 | |
| | | | 01-5899 | WORKSHOP REGISTRATION | 68.75 | 275.00 |
| 00086341 | 09/11/2023 | SIERRA BOOSTER | 01-5890 | ADVERTISEMENTS/LEGAL/PUBLIC NOTICES | | 158.40 |
| 00086342 | 09/11/2023 | SIERRA COUNTY HEALTH DEPARTMENT | 01-5510 | ELECTRICAL SERVICES FOR TECH COTTAGE | | 289.50 |
| 00086343 | 09/11/2023 | INTERMOUNTAIN DISPOSAL, INC. | 01-5520 | GARBAGE SERVICE | 1,701.92 | |
| | | | 01-5899 | GARBAGE SERVICE | 12.44 | 1,714.36 |
| 00086344 | 09/11/2023 | SIERRA HARDWARE | 01-4320 | Misc Maintenance supplies | | 221.82 |
| 00086345 | 09/11/2023 | SIERRA VALLEY HOME CENTER | 01-4320 | MAINT. SUPPLIES | 124.44 | |
| | | | | MAINT/CUSTODIAL SUPPLIES | 356.14 | 480.58 |
| 00086346 | 09/11/2023 | SIERRA TRANSPORTATION COMPANY, LLC | 01-9510 | TRANSPORTATION | | 63,500.00 |
| 00086347 | 09/11/2023 | STAPLES ADVANTAGE | 01-4300 | CLASSROOM SUPPLIES | 682.38 | |
| | | | | Headphones | 76.22 | |
| | | | | Sudent Instruction | 105.13 | |
| | | | 01-4330 | OFFICE CHAIR | 332.35 | 1,196.08 |
| 00086348 | 09/11/2023 | TIP INC.,PRINTING & GRAPHIX | 01-4330 | LETTERHEAD/ENVELOPES | 220.34 | |
| | | | 01-5899 | LETTERHEAD/ENVELOPES | 220.34 | 440.68 |
| 00086349 | 09/11/2023 | TRI COUNTY SCHOOLS INS. GR. | 01-9535 | HEALTH INSURANCE | 10,387.24 | |
| | | | 76-9576 | HEALTH INSURANCE | 82,404.84 | 92,792.08 |
| 00086350 | 09/11/2023 | U.S. BANK | 01-4300 | classroom supplies | 1,138.82 | |
| | | | | curriculum | 150.11 | |
| | | | 01-4320 | ENTRY SIGNS | 43.46 | |
| | | | | IRRIGATION VALVE | 339.94 | |
| | | | | SAFETY BARRIER | 1,323.20 | |
| | | | 01-4330 | ADOBE PRO SUBSCRIPTION | 9.99 | |
| | | | | QUICKEN RENEWAL-DVL ASB | 71.93 | |
| | | | 01-4350 | FUEL FOR MAINT. | 157.96 | |
| | | | 01-5200 | REGISTRATION | 300.00 | |
| | | | 01-5890 | DOMAIN RENEWALS | 66.51 | |
| | | | | ZOOM SUBSCRIPTION | 66.13 | |
| | | | 01-5899 | ADOBE PRO SUBSCRIPTION | 5.00 | |
| | | | 13-5200 | FOOD MANAGER COURSES | 121.00 | 3,794.05 |
| 00086351 | 09/11/2023 | U.S. BANK VOYAGER | 01-4305 | FUEL FOR ATHLETIC TRIPS | 79.84 | |
| | | | 01-4351 | BUS FUEL | 998.48 | |
| | | | | Fuel for Maintenance | 392.93 | |

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 09/01/2023 through 09/30/2023

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|--------------|------------|---|-------------|--------------------------------|-----------------|--------------|
| 00086351 | 09/11/2023 | U.S. BANK VOYAGER | 01-5200 | FUEL | 90.40 | |
| | | | | FUEL FOR FFA | 373.41 | 1,935.06 |
| 00086352 | 09/26/2023 | ACADEMIC INNOVATIONS | 01-4300 | Future Focus Supplies | | 4,458.00 |
| 00086353 | 09/26/2023 | AIRGAS, USA, LLC | 01-5600 | TANK RENTAL LHS/DVL | | 340.42 |
| 00086354 | 09/26/2023 | AMAZON CAPITAL SERVICES | 01-4300 | classroom supplies | 11.79 | |
| | | | | HEADSET | 56.61 | |
| | | | | MOBILE TV CART | 424.70 | |
| | | | | PLAYGROUND SUPPLIES | 395.74 | |
| | | | | Printer for Art classes | 262.75 | |
| | | | | SUPPLIES | 72.65 | |
| | | | | TECHNOLOGY SUPPLIES | 41.25 | |
| | | | 01-4320 | maintenance supplies | 51.46 | |
| | | | | TK-K CLASSROOM | 439.84 | |
| | | | 01-4330 | OFFICE SUPPLIES | 150.14 | |
| | | | | supplies | 48.54 | |
| | | | 01-4400 | COMPUTER SUPPLIES | 453.35 | 2,408.82 |
| 00086355 | 09/26/2023 | KIMBERLY ASKEW | 01-5200 | REIMBURSEMENT | | 109.95 |
| 00086356 | 09/26/2023 | AT&T | 01-5890 | PHONE SERVICES | 53.33 | |
| | | | 01-5899 | PHONE SERVICES | 25.02 | |
| | | | 01-5910 | PHONE SERVICES | 566.55 | 644.90 |
| 00086357 | 09/26/2023 | BFI INSPECTIONS, LLC | 01-6200 | BLEACHER ELECTRICAL INSPECTION | | 220.00 |
| 00086358 | 09/26/2023 | BRADY INDUSTRIES | 01-4320 | custodial supplies | | 249.74 |
| 00086359 | 09/26/2023 | BUREAU OF EDUCATION & RESEARCH ATTN: ACCOUNTS RECEIVABLE | 01-5200 | REGISTRATION | | 1,116.00 |
| 00086360 | 09/26/2023 | DOWNIEVILLE PUBLIC UTILITY DIS | 01-5530 | Water | | 772.70 |
| 00086361 | 09/26/2023 | EXPLORELEARNING | 01-4300 | REFLEX MATH | | 350.00 |
| 00086362 | 09/26/2023 | GRAINGER, INC. | 01-4320 | PLUMBING PARTS | 11.48 | |
| | | | | Repair Kit | 10.41 | 21.89 |
| 00086363 | 09/26/2023 | INTEGRITY HEATING & AIR | 01-5600 | ROOM 6 HVAC REPAIR | | 5,340.15 |
| 00086364 | 09/26/2023 | MODEL DAIRY, LLC | 13-4700 | DAIRY PRODUCTS | | 485.22 |
| 00086365 | 09/26/2023 | NFHS | 01-5200 | COACHES TRAINING | 50.00 | |
| | | | 01-9510 | COACHES TRAINING | 250.00 | 300.00 |
| 00086366 | 09/26/2023 | ODP BUSINESS SOLUTIONS LLC | 01-4300 | Supplies | | 61.25 |
| 00086367 | 09/26/2023 | PACIFIC GAS & ELECTRIC COMPANY | 01-5510 | Electricity | | 4,321.73 |
| 00086368 | 09/26/2023 | UBEO WEST LLC | 01-5600 | COPIER MAINT. | | 12.62 |
| 00086369 | 09/26/2023 | SCHOOL SERVICES OF CALIFORNIA | 01-5200 | WORKSHOP REGISTRATION | 206.25 | |
| | | | 01-5899 | WORKSHOP REGISTRATION | 68.75 | 275.00 |
| 00086370 | 09/26/2023 | SCHOOL PATHWAYS LLC | 01-5890 | CALPADS REPORTING | | 11,245.50 |

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

ESCAPE ONLINE

Checks Dated 09/01/2023 through 09/30/2023

| Check Number | Check Date | Pay to the Order of | Fund-Object | Comment | Expensed Amount | Check Amount |
|-------------------------------|------------|---|-------------|-------------------------------|-----------------|-------------------|
| 00086371 | 09/26/2023 | STARFALL EDUCATION | 01-5300 | school membership | | 355.00 |
| 00086372 | 09/26/2023 | DEPARTMENT OF JUSTICE ACCOUNTING OFFICE | 01-5890 | EMPLOYMENT FINGERPRINTING | | 128.00 |
| 00086373 | 09/26/2023 | CDE, CASHIER'S OFFICE | 13-4700 | COMMODITIES | 2,908.12 | |
| | | | 13-8221 | COMMODITIES | 2,830.12- | 78.00 |
| 00086374 | 09/26/2023 | SYSCO SACRAMENTO | 13-4340 | CAFETERIA - FOOD AND SUPPLIES | 305.24 | |
| | | | 13-4700 | CAFETERIA - FOOD AND SUPPLIES | 4,014.55 | 4,319.79 |
| 00086375 | 09/26/2023 | VERIZON WIRELESS | 01-5899 | CELL PHONE SERVICE | 207.20 | |
| | | | 01-5900 | CELL PHONE SERVICE | 228.06 | |
| | | | 01-5910 | CELL PHONE SERVICE | 761.60 | 1,196.86 |
| Total Number of Checks | | | | | 61 | 290,857.29 |

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|--------------------------------|-------------|-------------------|
| 01 | General Fund | 55 | 201,563.21 |
| 13 | Cafeteria Fund | 7 | 6,889.24 |
| 76 | Warrant/Pass Through (payroll) | 1 | 82,404.84 |
| Total Number of Checks | | 61 | 290,857.29 |
| Less Unpaid Sales Tax Liability | | | .00 |
| Net (Check Amount) | | | 290,857.29 |

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

SIERRA COUNTY OFFICE OF EDUCATION

PO Box 955, 109 Beckwith Rd
Loyalton CA 96118
Office: 530-993-1660
Fax: 530-993-0828

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

To: James Berardi
County Superintendent

Person completing this form: Kristie Jacobsen
Executive Assistant to the Superintendents

2023-2024 School Year

Quarterly Report Submission Date: October 2023 (Jul-Aug-Sep)
 January 2024 (Oct-Nov-Dec)
 April 2024 (Jan-Feb-Mar)
 July 2024 (Apr-May-Jun)

Date for information to be reported publicly at a governing board meeting:
October 10, 2023

Please check the box that applies:

- No complaints were filed with any school in the County during the quarter indicated above.
- Complaints were filed with schools in the County during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

| General Subject Area | Total # of Complaints | # Resolved | # Unresolved |
|---------------------------------------|-----------------------|------------|--------------|
| Textbooks and Instructional Materials | 0 | 0 | 0 |
| Teacher Vacancy or Misassignments | 0 | 0 | 0 |
| Facilities Conditions | 0 | 0 | 0 |
| TOTALS | 0 | 0 | 0 |

Signature of County Superintendent

Date

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

PO Box 955, 109 Beckwith Rd
Loyalton CA 96118
Office: 530-993-1660
Fax: 530-993-0828

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: Sean Snider
District Superintendent

Person completing this form: Kristie Jacobsen
Executive Assistant to the Superintendents

2023-2024 School Year

Quarterly Report Submission Date: October 2023 (Jul-Aug-Sep)
 January 2024 (Oct-Nov-Dec)
 April 2024 (Jan-Feb-Mar)
 July 2024 (Apr-May-Jun)

Date for information to be reported publicly at a governing board meeting:
October 10, 2023

Please check the box that applies:

- No complaints were filed with any school in the District during the quarter indicated above.
- Complaints were filed with schools in the District during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

| General Subject Area | Total # of Complaints | # Resolved | # Unresolved |
|--|------------------------------|-------------------|---------------------|
| Textbooks and Instructional Materials | 0 | 0 | 0 |
| Teacher Vacancy or Misassignments | 0 | 0 | 0 |
| Facilities Conditions | 0 | 0 | 0 |
| TOTALS | 0 | 0 | 0 |

Signature of District Superintendent

Date

**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 "EDUCATIONAL PARTNERS."

Recitals

- A. DISTRICT is in support of a music program for its students.
- B. EDUCATIONAL PARTNERS 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 EDUCATIONAL PARTNERS desire to encompass a cooperative share of expenditures as designated. This program is intended to serve students of the DISTRICT at only Loyalton sites.
- D. THE COST SHARING ARRANGEMENT IS AS FOLLOWS:
 - DISTRICT- \$76,628
 - SIERRA SCHOOLS FOUNDATION- \$10,000
 - SIERRA COUNTY ARTS COUNCIL- \$2,000
 - MUSICA SIERRA- \$12,000

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

OPERATIVE PROVISIONS

1. EDUCATIONAL PARTNERS' RESPONSIBILITY.

EDUCATIONAL PARTNERS shall provide the following payments in full, upon execution of this agreement.

- SIERRA SCHOOLS FOUNDATION- \$10,000
- SIERRA COUNTY ARTS COUNCIL- \$2,000
- MUSICA SIERRA- \$12,000

If Proposition 28 funds are not received by DISTRICT, the parties agree to meet to determine a solution to cover the full cost of the program.

2. DISTRICT'S RESPONSIBILITY.

DISTRICT agrees to hire a Certificated Music Teacher to teach the program and contribute its share of funding.

3. TERM.

Commencement Date: July 1, 2023

Termination Date: June 30, 2024

The parties agree to meet to renegotiate the terms of this agreement for future years starting in May, 2024.

DESIGNATED REPRESENTATIVES.

Sean Snider, District 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 EDUCATIONAL PARTNERS.

5. EFFECTIVE DATE. The effective 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 "EDUCATIONAL PARTNERS":

Sierra Schools Foundation
P.O. Box 336
Sierraville, CA 96126



DISTRICT:

Sierra Plumas Joint Unified School District

Sean Snider, Superintendent
Sierra-Plumas Joint Unified School District

Date: _____

EDUCATIONAL PARTNERS:



Jenna Holland, President/
Sierra Schools Foundation

Date: 9/18/2023



Lindsay McIntosh, Executive Director
Musica Sierra Foundation

Date: 9.18.2023



BJ Jordan, Executive Director
Sierra County Arts Council

Date: 9-15-23

SIERRA COUNTY OFFICE OF EDUCATION

RESOLUTION NO. 24-005C

SUFFICIENCY OF TEXTBOOKS OR INSTRUCTIONAL MATERIALS

WHEREAS, the SIERRA COUNTY BOARD OF EDUCATION, in order to comply with the requirements of Education Code 60119, held a public hearing on October 10, 2023, at 6 o'clock, which was on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the County stating the time, place, and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members, of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the SIERRA COUNTY OFFICE OF EDUCATION, and;

WHEREAS, "instructional materials" means all materials that are designed for use by pupils and their teachers as a learning resource and help pupils to acquire facts, skills, or opinions or to develop cognitive processes. Each student, including English learners, will have a textbook or instructional materials, or both, to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycle and content of the curriculum frameworks in the following subjects;

| | | |
|--------------------------|---|-------------------------------|
| Mathematics | <u>My Math</u> , Grades K-5 | McGraw-Hill Education © 2017 |
| | <u>California Mathematics</u> , Grades 6,7 | Macmillan/McGraw-Hill/Glencoe |
| | <u>Mathematics_Course 1</u> | Prentice Hall © 2013 |
| | <u>Pre-Algebra</u> , Grades 8-12 | Prentice Hall |
| | <u>Algebra II</u> , Grades 8-12 | Glencoe |
| | <u>Pre Calculus</u> | Houghton Mifflin |
| | <u>Mathematics, Course 1, Common Core</u> | Pearson Education, Inc. |
| | <u>Mathematics, Course 2, Common Core</u> | Pearson Education, Inc. ©2013 |
| | <u>Mathematics, Course 3, Common Core</u> | Pearson Education, Inc. ©2013 |
| | <u>Geometry, Common Core</u> | Pearson Education, Inc. ©2015 |
| | <u>Algebra 1, Common Core, CA</u> | Pearson Education, Inc. ©2015 |
| | <u>Algebra 2, Common Core, CA</u> | Pearson Education, Inc. ©2015 |
| | <u>Calculus, AP Edition</u> | Pearson Education, Inc. ©2014 |
| | <u>Calculus, Graphical, Numerical, Algebraic,</u> | |
| | <u>5th Edition</u> | Pearson Education, Inc. ©2016 |
| <u>Financial Algebra</u> | Cengage Learning ©2011 | |

| | | |
|---|--|---|
| Science | California Elevate Science TK-5 Science Dimensions National 6-12 | Pearson Houghton Mifflin Harcourt |
| History/ Social Science | <u>My World</u> , Grades TK-5 Grades 6-8 <u>Impact</u> , Grades 9-12 <u>TCI, History Alive! Geography</u> , Grade 9 (Downieville only) <u>American Pageant</u> , AP Government <u>Geography</u> , Grades 9-12 | Pearson Education, Inc. National Geographic/Cengage McGraw Hill Cengage Glencoe |
| English/ Language Arts (Including English Learners) | <u>Mirrors & Windows</u> , Grades 6-12 <u>Continuing with Literature, Levels I-V</u> <u>British Tradition</u> , Grades 11-12 <u>American Tradition</u> , Grades 11-12 <u>Wonders CA Comprehensive System</u> , Grades TK-5 <u>The Power of Connection</u> | EMC Publishing, LLC © 2016 McGraw-Hill Education © 2015-17 |

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive.

THEREFORE, IT IS RESOLVED THAT for the 2023-2024 school year, the SIERRA COUNTY OFFICE OF EDUCATION has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED at a regular meeting of the SIERRA COUNTY BOARD OF EDUCATION held on October 10, 2023, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____
 VACANT: _____

 Dorie Gayner, Clerk
 Sierra County Board of Education

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 24-007D

SUFFICIENCY OF TEXTBOOKS OR INSTRUCTIONAL MATERIALS

WHEREAS, the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Governing Board, in order to comply with the requirements of Education Code 60119, held a public hearing on October 10, 2023, at 6 o'clock, which was on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the County stating the time, place, and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members, of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT, and;

WHEREAS, "instructional materials" means all materials that are designed for use by pupils and their teachers as a learning resource and help pupils to acquire facts, skills, or opinions or to develop cognitive processes. Each student, including English learners, will have a textbook or instructional materials, or both, to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycle and content of the curriculum frameworks in the following subjects;

| | | |
|--------------------------|---|-------------------------------|
| Mathematics | <u>My Math</u> , Grades K-5 | McGraw-Hill Education © 2017 |
| | <u>California Mathematics</u> , Grades 6,7 | Macmillan/McGraw-Hill/Glencoe |
| | <u>Mathematics_Course 1</u> | Prentice Hall © 2013 |
| | <u>Pre-Algebra</u> , Grades 8-12 | Prentice Hall |
| | <u>Algebra II</u> , Grades 8-12 | Glencoe |
| | <u>Pre Calculus</u> | Houghton Mifflin |
| | <u>Mathematics, Course 1, Common Core</u> | Pearson Education, Inc. |
| | <u>Mathematics, Course 2, Common Core</u> | Pearson Education, Inc. ©2013 |
| | <u>Mathematics, Course 3, Common Core</u> | Pearson Education, Inc. ©2013 |
| | <u>Geometry, Common Core</u> | Pearson Education, Inc. ©2015 |
| | <u>Algebra 1, Common Core, CA</u> | Pearson Education, Inc. ©2015 |
| | <u>Algebra 2, Common Core, CA</u> | Pearson Education, Inc. ©2015 |
| | <u>Calculus, AP Edition</u> | Pearson Education, Inc. ©2014 |
| | <u>Calculus, Graphical, Numerical, Algebraic,</u> | |
| | <u>5th Edition</u> | Pearson Education, Inc. ©2016 |
| <u>Financial Algebra</u> | Cengage Learning ©2011 | |

| | | |
|---|--|---|
| Science | California Elevate Science TK-5 Science Dimensions National 6-12 | Pearson Houghton Mifflin Harcourt |
| History/ Social Science | <u>My World</u> , Grades TK-5 Grades 6-8 <u>Impact</u> , Grades 9-12 <u>TCI, History Alive! Geography</u> , Grade 9 (Downieville only) <u>American Pageant</u> , AP Government <u>Geography</u> , Grades 9-12 | Pearson Education, Inc. National Geographic/Cengage McGraw Hill Cengage Glencoe |
| English/ Language Arts (Including English Learners) | <u>Mirrors & Windows</u> , Grades 6-12 <u>Continuing with Literature, Levels I-V</u> <u>British Tradition</u> , Grades 11-12 <u>American Tradition</u> , Grades 11-12 <u>Wonders CA Comprehensive System</u> , Grades TK-5 <u>The Power of Connection</u> | EMC Publishing, LLC © 2016 McGraw-Hill Education © 2015-17 |

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive.

THEREFORE, IT IS RESOLVED THAT for the 2023-2024 school year, the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED at a regular meeting of the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Governing Board held on October 10, 2023, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____
 VACANT: _____

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

**Sierra-Plumas Joint Unified School District (SPJUSD)
Sierra County Office of Education (SCOE)**

2023-24 Early Retirement Incentive

Eligibility Criteria for Certificated Employees

- Age 55+ by June 30, 2024
- 15+ years of service with SPJUSD/SCOE
- STRS eligible

Potential Savings

Total potential savings: \$204,846 per year for 2024-25 and beyond

Incentive

- If notification is received by December 1, 2023, the employee shall receive a one-time payment of 15% of their annual salary for the 23-24 school year, to be paid no later than July 31, 2024.
- If notification is received by February 1, 2024, the employee shall receive a one-time payment of 8% of their annual salary for the 23-24 school year, to be paid no later than July 31, 2024.
- Available to both District and County Office SPTA employees

Notification

- The District Office will mail all eligible employees the necessary information regarding this incentive by October 20, 2023.

Deadline

- Any eligible SPTA employee who files their retirement paperwork (June, 2024 retirement date) with the District Office by the close of business on December 1, 2023 will receive the 15% incentive. Employees who file their retirement paperwork from December 2, 2023 through the close of business on February 1, 2024 will receive the 8% incentive. Only one incentive per bargaining unit member will be paid.

Considerations

- Eligible employees who have already filed their retirement paperwork will be eligible for this incentive.

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between Sierra-Plumas Joint Unified School District, ("the DISTRICT"), and Cara Bowling, ("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: August 23, 2023

Termination Date: June 30, 2024

3. PAYMENT.

DISTRICT 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 DISTRICT in the manner specified in Attachment "B".

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

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. DISTRICT 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 DISTRICT, and will administer this Agreement for the DISTRICT. Cara Bowling is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

9. AGREEMENT DATE. The Agreement Date is August 15, 2023.

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

"DISTRICT"

"CONTRACTOR"

By: Sean Snider
 Sean Snider, Superintendent

By: Cara Bowling
 Cara Bowling

9/14/23
 Date

9/14/23
 Date

CONTRACTOR TAXPAYER I.D. NUMBER

Federal Tax ID#
On File
 (Taxpayer I.D. or Social Security No.)

ATTACHMENT A

A.1. SCOPE OF SERVICES AND DUTIES.

Sierra Plumas Joint Unified School DISTRICT and Sierra County Behavioral Health are collaborating through the Mental Health Student Services Act. At the request of Sierra-Plumas Joint Unified School DISTRICT, CONTRACTOR shall include, but is not limited to,

- provide an intense, universal prevention and early intervention plan to provide mental health services to students in Sierra County through the collaborative efforts with Sierra County Behavioral Health.
- provide administrative support during the planning process with Sierra County Behavioral Health.
- Complete project implementation plan - plan narrative.
- Complete project implementation plan – plan timeline.
- Act as a liaison between Sierra County Behavioral Health and Sierra-Plumas Joint Unified DISTRICT to coordinate planning activities.
- Assist Behavioral Health Coordinator in the sustainability plan.
- Assist Behavioral Health Coordinator in completing the budget narrative.
- Project planning updates dissemination of collaborative partners through emails, meetings, etc.
- Assist McKinney Vento Liaison/Foster Youth Coordinator in grant research to establish building purchase associated with the MHSSA grant.

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. DISTRICT shall not control the manner of performance.

A.3. FACILITIES FURNISHED BY DISTRICT.

- Copies of existing records and supporting documentation as necessary to perform all work
- As approved by DISTRICT Superintendent, provide materials as required for services.

ATTACHMENT B

PAYMENT

DISTRICT shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE,** DISTRICT shall pay CONTRACTOR for work performed, at the rate of \$29.10 per hour, anticipated schedule of will be no more than 15 hours per week. Maximum annual contract to be paid will be no more than \$15,714 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 \$15,714 without a written amendment to this Agreement approved by the DISTRICT Superintendent.
- B.2 MILEAGE.** CONTRACTOR is expected to use his/her own vehicle. No mileage reimbursement will be provided.
- B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT 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 | Service Fee | \$29.10 per hour |
| B.2 | Travel Costs | None |
| B.4 | Authorization Required | 0 |
| B.5 | Special Circumstances | 0 |

MAXIMUM CONTRACT AMOUNT: \$15,714

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 DISTRICT. 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 DISTRICT only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to DISTRICT'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 DISTRICT, and DISTRICT 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 DISTRICT.

D.1.5 The CONTRACTOR shall not be entitled to have DISTRICT withhold or pay, and DISTRICT 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 DISTRICT.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any DISTRICT fringe benefit program including, but not limited to, DISTRICT'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 DISTRICT's employees.

D.1.7 DISTRICT 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 DISTRICT.

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

D.2 LICENSES, PERMITS, ETC.

CONTRACTOR represents and warrants to DISTRICT 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 DISTRICT 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 DISTRICT, naming the DISTRICT and DISTRICT'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 DISTRICT.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to DISTRICT at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the DISTRICT and the DISTRICT, 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-Plumas Joint Unified School DISTRICT Office
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 DISTRICT as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, DISTRICT may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to DISTRICT 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 DISTRICT a renewal or new policy to take the place of the policy expiring.

D.5.8 DISTRICT shall have the right to request such further coverage's and/or endorsements on the insurance as DISTRICT deems necessary, at CONTRACTOR'S expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to DISTRICT 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 DISTRICT, 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 DISTRICT may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind DISTRICT 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 DISTRICT, 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 DISTRICT 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 DISTRICT 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 DISTRICT with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the DISTRICT. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the DISTRICT 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 DISTRICT the authority to deduct from any payments to CONTRACTOR any DISTRICT 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.** DISTRICT shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event DISTRICT 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 DISTRICT 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** DISTRICT 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 DISTRICT as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed **One Thousand Dollars (\$1,000)**. Further provided, however, DISTRICT 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 DISTRICT such financial information as in the judgment of the DISTRICT 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 DISTRICT shall be final. The foregoing is cumulative and does not affect any right or remedy which DISTRICT 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 DISTRICT, 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 DISTRICT, provided that CONTRACTOR has first provided DISTRICT 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 DISTRICT 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 DISTRICT, and CONTRACTOR agrees to deliver reproducible copies of such documents to DISTRICT on completion of the services hereunder. The DISTRICT 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-Plumas Joint Unified School DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT and shall apply to any claim against DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any DISTRICT 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 DISTRICT 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 DISTRICT 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 "DISTRICT":
Sierra-Plumas Joint Unified School DISTRICT
Post Office Box 955
Loyalton CA 96118
530 993-1660 * Fax 530 994-0828

If to "CONTRACTOR":
Cara Bowling
Po Box [REDACTED]
Loyalton, CA 96118
Phone: 530-993-6765 * Email: cbowling@sierracounty.ca.gov

CSBA POLICY GUIDE SHEET – October 10, 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.

Board Policy 1160 – Political Processes

Policy updated to reflect **NEW LAW (AB 1416, 2022)** which requires the ballot label or similar description of a school district (or other local government) measure on a county ballot to list, either as a supporter or an opponent of the measure, the associations, nonprofit organizations, businesses, or individuals, including current or former elected officials such as Governing Board members, who have signed the ballot argument or are listed in the text of the argument in support or opposition of the measure unless the county board of supervisors elects not to list such supporters and opponents.

Board Policy 1330 – Use of School Facilities

Policy updated to caution districts when charging religious groups direct costs for use of district facilities when those costs are not charged to other groups due to the potential conflict between a U.S. Supreme Court decision and state law. Policy also updated to add that the Governing Board may authorize the use of a school building as a vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pickup of election materials, as determined by the election official.

Administrative Regulation 1330 – Use of School Facilities

Regulation updated to encourage districts to create a facilities use application and agreement for the use of school facilities and grounds by any entity other than the district, add that anyone applying to use school facilities do so as specified in district procedures and in accordance with law, and reflect **NEW LAW (AB 2028, 2022)** which authorizes the Governing Board to allow district facilities to be used by local law enforcement, public agencies, nonprofit associations, or organizations for bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students.

Delete - Exhibit(1) 1330 – Use of School Facilities

Exhibit deleted as unnecessary with relevant material included in administrative regulation 1330 – Use of School Facilities.

Administrative Regulation 3311 - Bids

Regulation updated to reference the bid limit for 2023, add that for lease-leaseback, design-build, and alternative design-build projects the notice which solicits the call for bids is required to specify that the project is subject to skilled and trained workforce requirements, and reflect **NEW LAW (AB 185, 2022)** which adds, until January 1, 2029, the alternative design-build construction delivery method for projects in excess of \$5,000,000. Regulation also updated to reflect the State Allocation Board's (SAB) notification to districts which provides that modular school facilities must be competitively bid and that districts that use piggyback contracts for modular facilities are ineligible for state funding from SAC administered programs.

Administrative Regulation 3311.3 – Design-Build Contracts

Regulation updated to add that, until January 1, 2025, design-build contracts may be entered into and approved by the Governing Board. Regulation also updated to reflect **NEW LAW (AB 185, 2022)** which (1) adds, until January 1, 2029, the alternative design-build construction delivery method for projects in excess of \$5,000,000, (2) specifies that alternative design-build contracts may be awarded to the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price, technical design and construction expertise, and life-cycle costs, (3) provides that the district's determination of price shall be based on the open book evaluation of construction subcontracts, (4) includes that the contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement, and (5)

requires an alternative design-build proposal for an alternative design-build project to include (a) design cost, general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified, (b) technical design and construction expertise, and (c) life-cycle costs over 15 or more years.

Board Policy 3312 - Contracts

Policy updated to reflect **NEW LAW (SB 1439, 2022)** related to conflict of interest from campaign contributions and **NEW LAW (SB 34, 2022)** related to bribery of a public official, and include a general statement requiring Governing Board members and district employees who are involved in the making of contracts on behalf of the district to comply with the district's conflict of interest policy.

Board Policy 3460 – Financial Reports and Accountability

Policy updated to add material related to districts facing insolvency who are considering applying for an emergency apportionment, including that the Governing Board is required to discuss the need for an emergency apportionment at a regular or special meeting at which parents/guardians, the exclusive representatives of employees of the district, and other members of the community have the opportunity to provide testimony.

Board Policy 3551 – Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 490, 2022)** which requires districts participating in the National School Lunch and/or Breakfast Program, with annual reimbursement of \$1,000,000 or more, to (1) specify in the solicitation for bids and contracts for an agricultural food product that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies, including if the quality of the domestic product is inferior to the quality of the nondomestic product or if the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product, and (2) retain documentation justifying the use of the exception for three years from the date of purchase. Policy also updated to reflect **NEW LAW (AB 778, 2022)** which requires a district to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when certain conditions are met.

Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund

Regulation updated to include the requirement for a district with an on-site food facility to arrange to recover the maximum amount of edible food that would otherwise be disposed of and donate it to a local food recovery organization, and maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. Regulation also updated to reflect California Department of Education Nutrition Services Division Management Bulletin SNP-04-2022 which raises the excess net cash resources limitation to six months' average expenditures.

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

Community Relations**Policy 1160: Political Processes**

CSBA NOTE: The following optional policy addresses political activities conducted by members of the Governing Board or district staff acting on behalf of the district. It does not apply to individuals acting as private citizens on their own time and at their own expense. When acting as private citizens, individuals have broad rights under the First Amendment to engage in political activities, including taking positions on electoral measures and candidates and establishing and participating in political action committees.

Education Code 7055 authorizes the district to establish reasonable regulations related to employees engaging in political activity. See BP/AR 4119.25/4219.25/4319.25 - Political Activities of Employees for language implementing this statute as well as language regarding activities by employee organizations.

The Board of EducationThe Governing Board has a responsibility to actively advocate fiscal and public policy that supports the district's schools and the children in the community. The Board shall be proactive in defining the district's advocacy agenda based on the district's vision and goals and the needs of the district and community. The Board's advocacy efforts shall be conducted in accordance with legal requirements.

Ballot Measures/Candidates

No district funds, services, supplies, or equipment shall be used to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)'

CSBA NOTE: Whether an activity is an appropriate use of public funds or an impermissible campaign activity is a complicated analysis. In Vargas v. City of Salinas, the California Supreme Court created three categories of activities: (1) permissible informational activities, such as resolutions and providing objective analysis; (2) impermissible campaign activities, such as producing or distributing literature that urges a voter to act a certain way; or (3) unclear activities which do not fall into either group and must be analyzed looking at the "style, tenor, and timing" of the activity. The following two paragraphs reflect the court's analysis of permissible activities. CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted when there is a question as to whether an activity is permissible.

The Board may discuss and study the potential effect of proposed or qualified ballot measures on the district's schools at an open and agendaized Board meeting. The Board's discussion of the effect of such measures shall include an opportunity for staff and members of the public to speak on all sides of the issue. At that meeting, the Board may adopt a position or resolution in support of or in opposition to a ballot measure. The language in any resolution adopted by the Board shall not urge the public to take any action regarding the measure.

The Board's position on a ballot measure, including any resolution, shall be publicized only through normal district procedures and consistent with regular district practice for reporting Board actions. Such publicity shall be for informational purposes and shall not attempt to influence voters.

CSBA NOTE: Elections Code 9170, as added by AB 1416 (Ch. 751, Statutes of 2022), requires the ballot label or similar description of a school district measure, or other local government measure, on a county ballot to list, either as a supporter or an opponent of the measure, the associations, nonprofit organizations, businesses, or individuals, including current or former elected officials such as board members, who have signed the ballot argument or are listed in the text of the argument for or against the measure, unless the county board of supervisors elects not to list such supporters and opponents.

Individual School Board members may include their name in support of or opposition to a county, city, district, or school measure on a county ballot in accordance with Elections Code 9170.

CSBA NOTE: When it is unclear whether a campaign activity is permissible, the court will analyze the activity based on its "style, tenor and timing" to determine whether it involves an appropriate expenditure of public funds.

Examples of things that a court might look for include how the material was distributed (i.e., special edition or regular publication), the language used in the publication (i.e., inflammatory or informational), and whether the distribution was consistent with regular district practice (i.e., regular circulation or special mailing). Districts should be cautious and ensure that any such informational material is an appropriate use of district funds.

The Superintendent or designee may use district resources to provide students, parents/guardians, and community members with fair and impartial information related to ballot measures, including information about the impact of ballot measures on the district. (Education Code 7054)

In preparing or distributing such informational material, the Superintendent or designee shall analyze the material to help ensure that it is an appropriate informational activity, provides a fair analysis of the issues, and does not advocate passage or defeat of a measure or candidate.

CSBA NOTE: In Vargas v. City of Salinas, the court offered examples of activities which would be impermissible campaign activities, as reflected in the following paragraph. In addition, 2 CCR 18901.1 prohibits the use of public funds for a newsletter or "mass mailing" which expressly advocates the election or defeat of a ballot measure or candidate or, when taken in context, urges a particular result. Because violation of this regulation could result in enforcement action by the Fair Political Practices Commission (FPPC), districts should proceed with caution and consult with CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

District resources, including email or computer systems, shall not be used to disseminate campaign literature. In addition, district resources shall not be used to purchase advertisements, bumper stickers, posters, or similar promotional items that advocate an election result or urge voters to take any action in support of or in opposition to a measure.

CSBA NOTE: Both the courts (Santa Barbara County Coalition Against Automobile Subsidies v. Santa Barbara County Association of Governments) and the Attorney General (88 Ops.Cal.Atty.Gen. 46 (2005)) have provided guidance as to the appropriate use of district funds when the district is preparing to submit a bond proposal to the voters for approval. The key distinction is whether the action is taken before or after the measure has been placed on the ballot and whether the activity is directed at swaying voters. Permissible expenditures include researching the need for the measure, formulating and drafting the proposal, and conducting polling and focus groups to assess the feasibility of the measure. Impermissible activities include recruiting and organizing supporters for a campaign, raising funds for the campaign, or hiring a consultant to develop a strategy for building support for the measure.

Political activity related to district bond measures shall, in addition to the above, be subject to the following conditions:

1. The Superintendent or designee may research, draft, and prepare a district bond measure or other initiative for the ballot, but shall not use district resources to influence voters or otherwise campaign for the measure.
2. Upon request, Board members and district administrators may appear at any time before a citizens' group to explain why the Board called for an election on a bond measure and to answer questions. (Education Code 7054.1)

If the presentation occurs during working hours, the employee representing the district shall not urge a citizens' group to vote for or against the bond measure.

3. The Board or any individual Board member may file a written argument for the ballot that is either for or against any school measure. (Elections Code 9501)

Legislation

CSBA NOTE: Pursuant to Government Code 53060.5, the district may engage in legislative activities and lobbying, either directly or through a representative, and the cost of this activity is an appropriate use of district funds. Lobbying activities are regulated by the FPPC (2 CCR 18600-18640) and governed by the Political Reform Act (Government Code 81000-91015).

The Board's responsibility as an advocate for the district may include lobbying and outreach at the state, national, and local levels. The Board and Superintendent or designee mayshall work to establish and maintain ongoing relationships with elected officials, community leaders, and the media in order to communicate district positions and concerns.

The Board and Superintendent mayshall develop an advocacy action plan to define expectations and responsibilities. This plan may include, but is not limited to, legislative priorities, strategies for outreach to the media and community, development of key messages and talking points, and adoption of positions on specific legislation, regulations, or budget proposals.

In order to strengthen legislative advocacy efforts, the district may work with organizations and coalitions and may join associations whose representatives lobby on behalf of their members in accordance with Government Code 53060.5.

CSBA NOTE: Although the district has the authority to lobby the legislature, it cannot use district resources to urge the public to lobby the legislature on its behalf. In Miller v. Miller the court concluded that urging the public was impermissible election campaigning because the activity was directed to the public and not the legislature.

The district may provide fair and impartial information about legislative issues affecting schools and children and shall inform the community about its advocacy activities. However, informational materials about legislation shall not urge the public to lobby the legislature, Governor, or state agencies on behalf of the district.

CSBA NOTE: An appellate court held in League of Women Voters v. Countywide Criminal Justice Coordination Committee that the drafting of legislative proposals was a permissible use of public funds since it was more similar to the exercise of a local agency's governing authority than a campaign activity.

As necessary, the Board may direct the Superintendent or designee to draft legislative or regulatory proposals which serve the district's interests.

Legal Advocacy

CSBA NOTE: When an issue requires resolution in the courts rather than through legislation, it is permissible for districts to use public funds to initiate or participate in legal advocacy. Toward these ends, districts may choose to join with other districts in a group, such as CSBA's Education Legal Alliance which funds and supports litigation in cases of statewide significance to its members.

The Board recognizes that some issues are more appropriately addressed judicially rather than legislatively. When a legal issue is likely to set a state or national precedent, the district may join with other districts or parties in order to resolve the issue through litigation or other appropriate means.

Political Forums

Forums on political issues may be held in district facilities as long as the forum is made available to all sides of the issue on an equitable basis. (Education Code 7058)

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

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

Community Relations**Policy 1330: Use Of School Facilities**

CSBA NOTE: Education Code 38133 mandates the Governing Board to develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for the use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club's use of school facilities for after-school meetings because of the religious nature of the meetings.

The Governing Board of Education believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

CSBA NOTE: Pursuant to Education Code 38133, the Board is mandated to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, ~~designating~~including the designation of a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of ~~school work~~schoolwork

CSBA NOTE: The following paragraph is optional and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as ~~allowed by district policy~~ specified in BP Board Policy 1325 - Advertising and Promotion.

CSBA NOTE: The following optional paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

CSBA NOTE: Education Code 38134 authorizes districts to charge an amount "not to exceed" direct costs for the use of school facilities or grounds by community groups and entities. 5 CCR 14037-14041 contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. See the section "Calculating Direct Costs" below. If the district chooses to charge fees, 5 CCR 14041 requires the Board to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds).

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

CSBA NOTE: Education Code 38134 mandates each district that chooses to charge the community a fee for the use of school facilities to adopt a policy specifying the activities and organizations that shall be subjected to the fees.

The options below provide suggestions on how districts that choose to charge fees may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not to exceed" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit organizations and to groups organized to promote youth and school activities but charge other groups an amount "not to exceed" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

Regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.

OPTION 1: (Amount not to exceed direct costs to all community groups)

The Board believes that the use of school facilities or grounds should not result in an expense to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not to exceed direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 1 ENDS HERE

OPTION 2: (No charge to nonprofit organizations and youth and school-oriented groups)

CSBA NOTE: This option reflects the common practice among districts to allow free use of school facilities by nonprofit organizations and clubs and associations that promote youth and school activities pursuant to Education Code 38134. Districts that wish to allow free use by some groups but charge other groups should proceed cautiously and ensure that such free use or discount is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel before deciding which groups will or will not be charged and, based upon legal counsel's advice, decide whether it would be appropriate to specifically name in the district's policy the community groups that will or will not be charged.

The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations and by clubs or associations organized to promote youth and school activities, including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, school-community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act shall be charged an amount not ~~exceeding~~ to exceed direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 2 ENDS HERE

OPTION 3: (No charge to school-related organizations)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs determined in accordance with 5 CCR 14037-14041.

OPTION 3 ENDS HERE

CSBA NOTE: The remainder of this section is for use by all districts regardless of the option chosen above.

Pursuant to Education Code 38134, a district must charge "at least" direct costs to any group using school facilities for religious services even if the district selects Option 2 or Option 3 above and does not charge other groups. However, this may conflict with the U.S. Supreme Court's ruling in *Good News Club v. Milford Central School*, which held that a district's refusal to let a Christian club hold after-school meetings because of its religious nature, while permitting other secular character-building clubs to meet, constituted impermissible viewpoint discrimination under the First Amendment. Due to the potential conflict between this case and state law, districts should take caution in selecting Option 2 or Option 3 above or adopting a policy that charges religious groups direct costs when those costs are not charged to other groups. Districts are advised to consult with CSBA's District and County Office of Education Legal Services or district legal counsel with questions about charging religious groups for use of district facilities.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

CSBA NOTE: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

CSBA NOTE: The following optional paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041.

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

CSBA NOTE: Pursuant to Elections Code 12283, an elections official requesting the use of a school building as a polling place or vote center must include in the request a list of the schools needed. Such requests must be made within sufficient time before the start of the school year so that the Board can determine and notify parents/guardians whether (1) the school will remain in session on those days, (2) the school day will be designated for staff training and development, or (3) the school will be closed to students and nonclassified employees. See BP 6111 - School Calendar.

The Board may authorize the use of school buildings as polling places ~~on any, or vote centers for~~ election day, ~~and~~ The Board may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, or vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as a polling place or vote center. (Elections Code 12283)

When a school is used as a polling place or vote center, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. ~~He/she~~ The Superintendent or designee shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place ~~or vote center.~~

SIERRA COUNTY OFFICE OF EDUCATION
 SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
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Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Community Relations**Regulation 1330: Use Of School Facilities**

CSBA NOTE: The following administrative regulation is mandated for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

CSBA NOTE: Districts are encouraged to consult with CSBA's District and County Office of Education Legal Services or district legal counsel to create a facilities use application and agreement for the use of school facilities and grounds by any entity other than the district.

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

~~Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.~~

CSBA NOTE: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The following paragraph is optional.

Anyone applying to use school facilities shall do so as specified in district procedures and in accordance with law.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131, 51860)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

CSBA NOTE: The Attorney General opined in 79 Ops.Cal.Atty.Gen. 248 (1996) that the section of Education Code 38131 which provides that a board may grant the use of school facilities to a religious group to conduct services only when the religious group has no other suitable meeting place is unconstitutional. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult CSBA's District and County Office of Education Legal Services or district legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities for youth that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

CSBA NOTE: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

CSBA NOTE: To enable the district to provide students safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, Education Code 51860, as amended by AB 2028 (Ch. 116, Statutes of 2022), authorizes the Governing Board to assist local law enforcement, nonprofit associations or organizations specified in Education Code 38134, such as the Girls Scouts, Boys Scouts, and parent-teacher associations, and public agencies that provide such safety instruction, in providing safety instruction to district students.

10. Bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students by local law enforcement, public agencies, nonprofit associations, or organizations specified in Education Code 38134

CSBA NOTE: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Board and not inconsistent with existing law.

11. Other purposes deemed appropriate by the Governing Board of Education

Restrictions

CSBA NOTE: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In Good News Club v. Milford Central School, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with CSBA's District and County Office of Education Legal Services or district legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

CSBA NOTE: Pursuant to Business and Professions Code 25608, it is a misdemeanor to possess, consume, sell, give, or deliver any alcoholic beverage to any person in a school building or on school grounds unless a specified exception applies. One such exception is serving alcohol during a special event, pursuant to a license or permit obtained under the Alcohol Beverage Control Act, at district-owned facilities at a time when students are not present. For this purpose, "facilities" include, but are not limited to, office complexes, conference centers, or retreat facilities. Although Business and Professions Code 25608 allows this exception, the district should consult CSBA's District and County Office of Education Legal Services, district legal counsel, and/or risk management personnel when determining whether to allow alcohol on district property pursuant to this exception. When a district allows the use of its facilities or grounds for events that may involve the serving or consumption of alcoholic beverages, it is recommended that rules and/or limitations be established to minimize risks to the district and attendees at such events (e.g., requiring security guards and/or additional insurance, limiting the presence of alcoholic beverages to designated areas, limiting the types of beverages and/or how many drinks can be served at a time, specifying the time period during which alcoholic beverages may be served). Item #4 is optional and may be deleted or revised to reflect any limitations imposed on the facility user.

Any use which involves the possession, consumption, or sale of alcoholic beverages. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

CSBA NOTE: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. The following paragraph is optional and may be revised to specify excluded facilities.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

CSBA NOTE: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following optional paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

CSBA NOTE: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

CSBA NOTE: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require non-youth-related groups to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

AsWhen permitted by law, the Superintendent or designee mayshall require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

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

Business and Noninstructional Operations

Regulation 3311: Bids

CSBA NOTE: Pursuant to Government Code 54202, districts are mandated to establish bidding procedures governing the purchase of equipment and supplies. The following administrative regulation reflects the competitive bidding procedures applicable to these purchases, as well as contracts for certain services, public works projects, and repairs and maintenance, when the contract exceeds the amount specified in law.

An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which allows public projects of \$60,000 or less to be performed by district employees and public projects of \$200,000 or less to be awarded through an informal bidding process. See BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures. Districts that have adopted the UPCCAA procedures should modify the following regulation to delete or revise conflicting provisions related to contracts for public works. Also see AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts.

Advertised/Competitive Bids

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

CSBA NOTE: For the contracts specified in Item #2a-c below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For 2023, the bid limit is \$109,300.

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:
 - a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
 - b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
 - c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists,

then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's [web site website](#) or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and [web site website](#) where bids will be opened. (Public Contract Code 20112)

CSBA NOTE: Pursuant to Public Contract Code 2600 all bid documents and construction contracts, when applicable, must contain a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Skilled and trained workforce requirements are required for lease- leaseback projects, design-build, and alternative design-build projects. Skilled and trained workforce is optional for all other construction delivery methods. See AR 3311.2 Lease-Leaseback Contracts and AR 3311.3 -- Design-Build Contracts for specific bidding requirements.

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (~~Public Contract Code~~ For lease-leaseback, design-build, and alternative design-build projects, the notice shall specify that the project is subject to skilled and trained workforce requirements. (Education Code 17250.25, 17250.62, 17407.5; Public Contract Code 2600, 6610))

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)
2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board of Education may determine by lot which bid shall be accepted. (Public Contract Code 20117)

CSBA NOTE: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate, if they have questions regarding the applicability of this law.

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in ~~item~~ #6a below shall be used. (Public Contract Code 20103.8)
 - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

CSBA NOTE: For a bid to be successful, it must conform to bid specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., the bidder must be "responsible" as defined in Public Contract Code 1103). There is no right to a due process hearing when the district has merely found the bid to be nonresponsive. However, the district must be careful in making a determination on the "nonresponsiveness" of a bid based on anything other than the documents submitted. To avoid any confusion, the district should provide clear and comprehensive bid specifications to bidders.

When rejecting the lowest responsive bid on the basis that the bidder is nonresponsive, the district must inform the bidder of the evidence used when making the determination and afford the bidder a hearing with the right to present evidence that the bidder is responsible.

- 7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
 - a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give ~~him/her~~the bidder an opportunity to respond to the determination.
 - b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of ~~his/her~~the right to present evidence of ~~his/her~~the bidder's responsibility at a hearing before the Board.
- 8. After being opened, all submitted bids become public records pursuant to Government Code 62527920.530 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

Prequalification Procedure

CSBA NOTE: The following section is optional. Pursuant to Public Contract Code 20111.6, a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of \$1,000,000 or more, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds. A model prequalification questionnaire is available on the Department of Industrial Relations website.

Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding.

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or

designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids. [\(Public Contract Code 20111.6\)](#)

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

CSBA NOTE: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, or national origin in state employment and contracting. The district should consult with CSBA's District and County Office of Education Legal Services or district legal counsel if there is any question about the granting of preferences to any such business.

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible

bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

CSBA NOTE: Until January 1, 2025, districts may, in accordance with Education Code 17250.25, utilize the design-build method of construction delivery. Pursuant to Education Code 17250.15, design-build means a project delivery process in which both the design and construction of a project are procured from a single entity.

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

CSBA NOTE: Pursuant to Education Code 17250.60-17250.69, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, utilize alternative design-build contracts for public works projects in excess of \$5,000,000. Pursuant to Education Code 17250.60, alternative design-build means a project delivery process in which both the design and construction of a project are procured from a single design-build entity based on its proposed design cost, general conditions, overhead, and profit as a component of the project price.

A contract for an alternative design-build project must be awarded to either the low bidder or the best value, and is subject to further negotiation and amendment pursuant to Education Code 17250.65. Alternative design-build subcontracts are subject to an open book evaluation by the district and the district sets the price based on this open book evaluation. The alternative design-build contract may be subject to further negotiation or amendment and if the district and the design-build entity are unable to reach an agreement, the district may terminate the contract. A district that utilizes the alternative design-build procurement method is required to submit, by January 1, 2028, a report to the Legislature, as specified in Education Code 17250.67. See AR 3311.3 - Design-Build Contracts for more information specific to design-build and alternative design-build projects.

6. When procuring an alternative design-build contract for a public works project in excess of \$5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

Protests by Bidders

CSBA NOTE: The law does not specify a procedure for handling protests by bidders. The following optional section provides one such procedure and should be modified to reflect district practice.

~~A bidder may protest a bid award if he/she~~If the bidder believes that the award is not in compliance with law, Board policy, or the bid specification, ~~the bidder may protest the award.~~ A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the ~~protest~~protested documents in a timely manner shall constitute a waiver of ~~his/her~~the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

CSBA NOTE: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Limitation on Use of Sole Sourcing

CSBA NOTE: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is optional.

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

CSBA NOTE: The following optional paragraph is for use by districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (, also known as sole sourcing), if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

Bids Not Required

CSBA NOTE: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined in 89 Ops.Cal.Atty.Gen. 1, 2006 that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. This opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Additionally, in 2022 the State Allocation Board (SAB) notified districts that modular school facilities must be competitively bid and districts that use piggyback contracts for modular facilities are ineligible for state funding from SAB administered programs. Districts considering using the piggyback process for relocatables, portables, modulars, and the like should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize "piggyback" by authorizing another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

CSBA NOTE: The following optional paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "cost- benefit" analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on a cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

CSBA NOTE: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids.
(Education Code 17602)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
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Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Business and Noninstructional Operations
Regulation 3311.3: Design-Build Contracts

CSBA NOTE: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease- leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may, until January 1, 2025, enter into a design-build contract for a public works project in excess of \$1,000,000 pursuant to Education Code 17250.10- 17250.55. As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Additionally, pursuant to Education Code 17250.61, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, enter into an alternative design-build contract for a public works project in excess of \$5,000,000. As defined by Education Code 17250.60, "alternative design-build" means a project delivery process in which both the design and construction of a project are procured from a single design-build entity based on its proposed design cost, general conditions, overhead, and profit as a component of the project price. Education Code 17250.15, 17250.25, 17250.60, and 17250.61 provide that such contracts may be awarded to either the low bid or best value, as defined.

~~The~~Until January 1, 2025, the Governing Board may approve a design-build contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria.- (Education Code 17250.20)

Additionally, until January 1, 2029, the Board may approve an alternative design-build contract with a single entity for both design and construction of any school facility in excess of \$5,000,000. Such contracts may be awarded to the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price, technical design and construction expertise, and life-cycle costs. The district's determination of price shall be based on the open book evaluation of construction subcontracts. The contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement. (Education Code 17250.61, 17250.62, 17250.65)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period.- (Education Code ~~17250.25~~, 17250.62)

Procedures for Awarding the Contract

The procurement process for design-build and alternative design-build projects shall be as follows:- (Education Code 17250.25, 17250.35, 17250.62, 17250.65; Public Contract Code 2600)

1. Performance Specifications: The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs
The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.
2. Prequalification: The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be

evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

- a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25 or 17250.62

CSBA NOTE: Public Contract Code 2600 adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17250.25 and 17250.62, design-build contracts are subject to such requirements.

- d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. Request for Proposals:- The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in ~~items~~Items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. Selection Based on Low Bid:- For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. Selection Based on Best Value:- For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district ~~and~~. The proposal for a design-build project, as specified in 17250.25, shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years. The proposal for an alternative design-build project, as specified in 17250.62, shall, at a minimum, include design cost, general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified; technical design and construction expertise; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

- c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

CSBA NOTE: Education Code 17250.25 requires the district to obtain an enforceable commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5 failure to provide the notice described in Items #2d and 3 above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.- (Education Code 17250.25, 17250.62; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program.- At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold.- (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided.- If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project.- In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan.- (Public Contract Code 2602)

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
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Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Business and Noninstructional Operations
Policy 3312: Contracts

CSBA NOTE: Several statutes authorize the Governing Board to contract for services, equipment, materials, and supplies on behalf of the district. Such statutes include, but are not limited to, Education Code 17596 which allows a broad range of services to be performed under a "continuing contract" and Education Code 45103.5 which authorizes a contract for management consulting services relating to food service.

Some contracts are subject to certain specific legal requirements which, if not complied with, may render the contract void or unenforceable. For instance, when contracting for the purchase of equipment, materials, or supplies in excess of the current bid limit (\$109,300 for 2023), the district must seek competitive bids, pursuant to Public Contract Code 20111. See sections below titled "Contracts for Non-nutritious Foods or Beverages," "Contracts for Electronic Products and Services," "Contracts for Digital Storage and Maintenance of Student Records," and "Contracts for Personal Services" for specific requirements and/or restrictions related to those contracts. See AR 3311.3 - Design-Build Contracts for information about design-build contracts for public works projects in excess of \$1,000,000 and for alternative design-build projects in excess of \$5,000,000. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific kinds of contract.

The Board of Education~~The Governing Board~~ recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected ~~and~~, that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

CSBA NOTE: When entering into a contract, a school district is required to comply with California's conflict of interest laws, including, but not limited to, Government Code 1090 (financial interest in a contract), Government Code 87100-87500 (Political Reform Act), and Government Code 84308, as amended by SB 1439 (Ch. 848, Statutes of 2022), related to conflict of interest from campaign contributions. The violation of any of these laws could result in cancellation of the contract and, in certain cases, the Board members and/or district officials implicated could be subject to civil and criminal penalties. For example, pursuant to Government Code 84308, as amended, Board members are prohibited from participating in decisions involving parties who have provided campaign contributions of more than \$250 in the prior 12 months. Additionally, pursuant to Public Contract Code 6102, as added by SB 34 (Ch. 297, Statutes of 2022), a contract executed on or after January 1, 2023, including a contract negotiated prior to January 1, 2023, is voidable if entered into in violation of a state or federal crime relating to bribery of a public official, including, but not limited to, a violation of Penal Code 68 or 86. For more information related to the policy on conflict of interest, see BB 9270 - Conflict of Interest.

In addition, Board members and district employees involved in the making of contracts on behalf of the district shall comply with the district's conflict of interest policy as specified in Board Bylaw 9270 - Conflict of Interest.

CSBA NOTE: The following optional paragraph may be revised to specify any desired limits to this delegation of authority.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

CSBA NOTE: The following optional paragraph reflects the requirements of Education Code 35182.5 which are applicable to contracts for exclusive or nonexclusive advertising and sale of carbonated beverages or non-nutritious foods or beverages. Though not required for all contracts, such requirements help to minimize public waste and ensure transparency in public contracting and should be adopted by the Board for other contracts. See "Contracts for Non-nutritious Foods or Beverages" below.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

Contracts for Non-nutritious Foods or Beverages

CSBA NOTE: Foods and beverages that do not meet nutritional standards specified in law may not be sold in schools except under limited circumstances; see BP/AR 3554 - Other Food Sales. Schools that do not participate in the National School Lunch or Breakfast program are required to comply with the nutritional standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578 from one-half hour before the school day to one-half hour after it. Schools that participate in the National School Lunch or Breakfast program must comply with the stricter of the nutritional standards in 7 CFR 210.11 and 220.12 and Education Code 49431-49431.7 between midnight before and one-half hour after the end of the school day.

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

CSBA NOTE: Pursuant to Education Code 35182.5, the district may not enter into a contract that grants exclusive or nonexclusive sales or advertising for carbonated beverages, non-nutritious beverages, or non-nutritious foods unless the Board holds a public hearing and, as mandated, adopts a policy that ensures that internal controls are in place to protect the integrity of public funds, that the funds raised will benefit public education, and that the contracts are entered into on a competitive basis.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

CSBA NOTE: Education Code 35182.5 does not define the term "internal controls." Items #1-2 below are based on suggested "internal controls" as recommended by the California Association of School Business Officials (CASBO) and should be modified to reflect the specific internal controls developed by the district.

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.
2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

CSBA NOTE: Optional Items #1-4 below are not required by law, but present additional factors for the Board to consider to help ensure that the funds raised benefit public education in accordance with Education Code 35182.5. The following list should be modified to reflect district practice.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.
2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.
3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

CSBA NOTE: Education Code 35182.5 mandates Board policy to ensure that the contract is entered into on a competitive basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. Public Contract Code 20111 requires districts to seek competitive bids through advertisements for contracts or services exceeding an amount specified in law. For a detailed procedure for the bidding of contracts, see AR 3311 - Bids.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

CSBA NOTE: Pursuant to Education Code 35182.5, the public hearing required before the district may enter into or renew a contract for non-nutritious foods or carbonated or non-nutritious beverages may be met through an annual public hearing to review and discuss existing and potential contracts for the sale of foods and beverages on campuses, as provided in Option 1 below. Option 2 is available for districts that prefer to hold a public hearing for the making or renewal of each contract involving non-nutritious foods or beverages.

OPTION 1: (Annual public hearing to review and discuss existing and potential contracts)

The Board shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board shall hold a public meeting for any contract not discussed at the annual public hearing. (Education Code 35182.5)

OPTION 1 ENDS HERE

OPTION 2: (Public hearing for the making or renewal of each contract)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, ~~or~~ non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5-~~7~~)

OPTION 2 ENDS HERE

CSBA NOTE: The following paragraph is applicable to both Options 1 and 2.

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

CSBA NOTE: Education Code 35182.5 prohibits districts or schools from entering into contracts for electronic products or services that require dissemination of advertising to students, unless the following conditions are satisfied. This section should be modified to reflect any additional requirements included by the district.

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.
2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

CSBA NOTE: Pursuant to Education Code 49073.1, the Board is mandated to adopt a policy when the district chooses to enter into a contract with a third party to provide services specified in the following section.

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district

2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

CSBA NOTE: The following optional paragraph is applicable when the district chooses to contract for personal services that are currently or customarily performed by its classified employees. Pursuant to Education Code 45103.1, such a contract may be entered into or renewed by the district in order to achieve cost savings, but only if the contract (1) is awarded through a publicized, competitive bidding process; (2) does not result in displacement of district employees (layoff, demotion, involuntary transfer to a new classification, etc.); and (3) meets other specified conditions.

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

CSBA NOTE: Education Code 45103.1 also permits personal service contracts that do not meet the conditions specified in the paragraph above in the circumstances as listed below.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
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Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Business and Noninstructional Operations
Policy 3460: Financial Reports And Accountability

CSBA NOTE: The following policy is optional and should be revised to reflect district practice.

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

~~The Superintendent or designee shall provide the Board with financial reports throughout the year in accordance with law and as otherwise requested by the Board.~~

CSBA NOTE: The following optional paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting principles prescribed by GASB and meeting other state and federal reporting guidelines.

~~The Superintendent or designee shall ensure that all~~ The Superintendent or designee shall ensure that district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or as directed by the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report without breaking any applicable submission deadline.

CSBA NOTE: The Fiscal Crisis and Management Assistance Team (FCMAT) is an independent entity whose primary mission is to help districts identify, prevent, and resolve financial, operational, and data management challenges, including assisting districts to avert fiscal insolvency, providing districts with fiscal management assistance, and creating efficient organizational operations. According to FCMAT's, "Indicators of Risk or Potential Insolvency for K- 12 Local Education Agencies," the indicators of risk or potential insolvency include conditions related to unreliable budget development, insufficient budget monitoring or updates, inadequate cash management, mismanaged collective bargaining agreements, increasing and/or unplanned contributions and transfers, continuing deficit spending, mismanaged employee benefits, inattention to enrollment and attendance reporting, decreasing fund balance and reserve for economic uncertainty, ineffective internal controls and fraud prevention, breakdown in leadership and communication, lack of multiyear planning, inattention to non-voter-approved debt and risk management, lack of position control, and other issues of concern.

In reviewing the district's budget, the County Superintendent of Schools is required by Education Code 42127 and 42127.6 to consider any studies, reports, evaluations, or audits of the district that contain evidence of fiscal distress based on the standards and criteria specified in Education Code 33127 or a finding that the district is in moderate or high risk of intervention based on the most common FCMAT indicators of a district needing intervention; see BP/AR 3100 - Budget. In the event of any such evidence or finding, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent is required to investigate whether the district may be unable to meet the current year's or two subsequent fiscal years' financial obligations.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action to resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to provide the district with needed advice or fiscal management or training.

CSBA NOTE: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board is required to receive testimony from parents/guardians, exclusive representatives of employees of the district, and other community members. Any district that receives such an apportionment is subject to the conditions set forth in Education Code 41326, including assumption of all the Board's legal rights, duties, and powers by the County Superintendent, who is required to appoint, with concurrence from the Superintendent of Public Instruction (SPI) and President of the State Board of Education (SBE), or the President's designee, an administrator to exercise the authority.

If the district is facing fiscal insolvency, the Board may consider applying to the state for an emergency apportionment that exceeds 200 percent of the district's recommended reserve. Before applying for such emergency apportionment, the Board shall discuss, at a regular or special meeting, the need for an emergency apportionment and receive testimony regarding the apportionment from parents/guardians, the exclusive representatives of employees of the district, and other members of the community. (Education Code 41326)

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

CSBA NOTE: Education Code 42130 requires that the district issue two interim reports, as described below, based on the criteria and standards for fiscal stability adopted by SBE pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

Each fiscal year, the Superintendent or designee shall submit two interim reports to the Board. The first report shall cover the district's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall

be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

CSBA NOTE: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the SPI. CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

CSBA NOTE: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to downgrade the district's positive certification to qualified or negative or a qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

CSBA NOTE: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on the financial problems; (2) conduct a study of the district's financial and budgetary conditions including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, percentage of provision of highly qualified teachers, and extent of teacher misassignment. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt-; see the section "Non-Voter-Approved Debt Report" in the accompanying administrative regulation-;

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the

proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent. (Education Code 42131)

CSBA NOTE: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

CSBA NOTE: Education Code 42637 authorizes the County Superintendent, upon concluding at any time during the fiscal year that the district's budget does not comply with criteria and standards for fiscal stability adopted by SBE, to conduct a comprehensive review of the district's financial and budgetary conditions and, if such a review is conducted, requires the County Superintendent to report the findings to the Board at a public meeting. According to FCMAT's, "Fiscal Oversight Guide," the County Superintendent must exercise this authority when the district receives a negative certification and is authorized to do so when the district receives a qualified certification. After receiving the report, the Board is required to respond to the recommendations within 15 days.

If at any time during the fiscal year, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the district's financial and budgetary conditions, the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of the Board's proposed actions on the recommendation. (Education Code 42637)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, any district contract for auditing services must be approved by the Board and the County Superintendent if the district has a disapproved budget, has received a negative certification on any budget or interim report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern.

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

CSBA NOTE: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by

the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

CSBA NOTE: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit or whose audit partner responsible for reviewing the audit has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

CSBA NOTE: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, it is recommended that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, ~~the~~ CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

CSBA NOTE: The following optional section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation. Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board

5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

~~Fiscal Policy Team~~

~~The Board may establish a fiscal policy team to periodically review the district's fiscal policies and procedures and advise the Board regarding long range fiscal management plans. The fiscal policy team may be assigned to examine the fiscal and economic information needs of the district, the impact of budget allocations on district priorities, the financial health of the district, or other duties specified by the Board. The team shall work with the district's budget and audit committees and appropriate staff in carrying out its functions.~~

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
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Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Business and Noninstructional Operations
Policy 3551: Food Service Operations/Cafeteria Fund

CSBA NOTE: The following conditionally mandated policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing meal charges; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. Consequently, certain program requirements may no longer be applicable. For example, the California Department of Education (CDE) which, by law, provides guidance and oversight on the use of federal funding in nutrition programs, clarifies in Nutrition Services Division Management Bulletin SNP-04-2023 that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this policy and accompanying administrative regulation which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County Offices of Education or district legal counsel.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in CDE's, "California School Accounting Manual."

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

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

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

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

Meal Sales-

CSBA NOTE: In accordance with Education Code 49501.5, each district is required to provide a nutritionally adequate breakfast and lunch free of charge to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students. For further information, see BP 3553 - Free and Reduced Price Meals.

Pursuant to Education Code 49495, as added by AB 558 (Ch. 905, Statutes of 2022), CDE has developed guidance, "Breakfast and Snacks for Nonschooled Children," available on its website, which provides information on the allowability and options for offering nonschooled children breakfast or a morning snack at a school site.

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. -(Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. -(Education Code 38082, 49501.5)

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

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board is authorized to adopt a resolution to permit the serving of meals to individuals and organizations other than those specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin SNP-04-2021 states that funds from the National School Lunch or Breakfast Program may not be used to serve any nonstudent, that the price of an adult meal must fully cover all costs incurred in the production of the meal, including USDA Food fair market value, and that the common practice of 50 cent markup method to price adult meals may not be in compliance with USDA FNS instruction. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

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

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

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

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy. See the accompanying administrative regulation for additional language fulfilling this mandate.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.-

Cafeteria Fund and Account

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

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

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA Memorandum SP60-2016 provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

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

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

OPTION 1: (Food service employees paid from general fund)

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

OPTION 1 ENDS HERE

OPTION 2: (Food service employees paid from cafeteria fund)

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

OPTION 2 ENDS HERE

Contracts with Outside Services

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

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

Procurement of Foods, Equipment and Supplies

CSBA NOTE: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program.

Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States. Districts should include a Buy American clause in all product specifications, solicitations, purchase orders, and any other procurement documents to ensure contractors are aware of this requirement.

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

Pursuant to Education Code 49563, CDE has made information available on its website; see the, "Buy American Provision," section in, "Procurement in the CNPs Frequently Asked Questions".

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

CSBA NOTE: Pursuant to Food and Agriculture Code 58596.3, as added by SB 490 (Ch. 602, Statutes of 2022), commencing on January 1, 2024, districts participating in the National School Lunch and/or Breakfast Program, except those with annual reimbursement of less than \$1,000,000, are also required to comply with the requirements specified in the following paragraph.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the cost quality of a United States domestic product are significantly higher than is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception. Furthermore, for three years from the date of purchase. (Food and Agriculture Code 58596.3)

CSBA NOTE: The following paragraph applies to all districts, whether or not they participate in the National School Lunch or Breakfast Program. Food and Agriculture Code 58595, as amended by AB 778 (Ch. 576, Statutes of 2022), requires a district shall to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when the conditions specified below are met.

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

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

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

Program Monitoring and Evaluation

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

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. CDE performs an administrative review of participating districts every three years. See CDE's nutrition services website for a current list of documents that may be requested for the review.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
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Board Policy Manual
Sierra County/Sierra-Plumas Joint Unified School District

Business and Noninstructional Operations

Regulation 3551: Food Service Operations/Cafeteria Fund

CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as mandated pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016.

However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

The California Department of Education's (CDE) Nutrition Services Division Management Bulletin SNP-04-2023 clarifies that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals. However, if any school in the district charges for meals because it does not only operate a non-pricing program at all sites, the district is mandated to adopt and communicate a meal charge policy.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this administrative regulation and accompanying Board policy which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County Offices of Education or district legal counsel.

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's ~~web-site~~[website](#)

Reimbursement Claims

CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 114 (Ch. 48, Statutes of 2023), CDE is required to provide state meal reimbursement to districts that participate in, and meet the requirements of, the federal School Breakfast Program and National School Lunch Program, and any applicable state laws or regulations, for reduced-price and paid meals served to students. For additional information on California's Universal Meals Program, see BP/AR 3550 - Food Service/Child Nutrition Program and BP/AR 3553 - Free and Reduced Price Meals.

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

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

Donation of Leftover Food

~~To~~The District shall take steps to minimize food waste and reduce food insecurity, in district schools. (Health and Safety Code 114079)

CSBA NOTE: Beginning January 1, 2024, districts with an on-site food facility, such as a school cafeteria, are required to donate edible food that would otherwise be thrown away to a food recovery organization, unless the district demonstrates the existence of extraordinary circumstances beyond its control that makes such compliance impracticable. Additionally, pursuant to 14 CCR 18995.1 and 18995.4, beginning January 1, 2024, districts with an on-site food facility will be inspected by the governmental entity that provides solid waste collection services regarding its edible food recovery program and may be issued a Notice of Violation for noncompliance. If a Notice of Violation is issued, compliance is required within 60 days, unless extended by the enforcing agency because compliance is impracticable due to extenuating circumstances, as specified in 14 CCR 18991.3. For more information regarding organic waste reduction requirements, including a model edible food recovery agreement, see CalRecycle's, "Resources for Local Education Agencies: K-12 Public Schools and School Districts," available on its website. Also see BP/AR 3511.1 -- Integrated Waste Management for additional requirements related to waste diversion and recovery.

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

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

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. -(Health and Safety Code 114079)-

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. -(Education Code 38090, 38093)

CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food

facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

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

CSBA NOTE: The following paragraph is optional. By law, cafeteria funds may be used for the operation and improvement of school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.-

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

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII, USDA's guidance, "SP 60-2016," and CDE's website, "Frequently Asked Questions about Indirect Costs," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

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

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures or such other amount as may be approved by CDE. If there is a surplus, then according to USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin SNP-04-2022 states that in an effort to provide flexibility to districts affected by various natural disasters and recovery from the COVID-19 pandemic, CDE has increased the excess net cash resources limitation to six months' average operating expenditures.

Net cash resources in the nonprofit school food service shall not exceed ~~three~~six months' average expenditures. -(7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. -Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. -The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. -(7 CFR 250.14)

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

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

Contracts with Outside Services

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

Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-05-2023, a district that participates in the School Nutrition Programs must obtain prior CDE approval for all food service management company Request for Proposals, Invitation for Bids, proposed contracts, contracts, and contract amendments. Districts currently using, or planning to use, the services of a food service management company must conduct a competitive procurement process. CDE suggests districts submit their bid solicitation documents in January, or at least 120 days prior to the anticipated contract execution date, whichever comes first. See AR 3311 - Bids for additional information on bidding requirements.

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

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. -The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)-

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

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

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