

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

May 14, 2024

5:00pm CLOSED Session

6:00pm Regular Session

**Meeting Location:**

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

**Zoom for the public:**

*Link:* <https://us02web.zoom.us/j/89529141418>

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

*Webinar ID:* 895 2914 1418

**Board Members:**

*Area 1:* Patty Hall – phall@spjUSD.org

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

*Area 3:* Christina Potter (Clerk) – cpotter@spjUSD.org

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

*Area 5:* Richard Jaquez – rjaquez@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 54956.9

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

Number of potential cases: three (3)

2. 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: District Superintendent  
Sierra-Plumas Teachers' Association  
Classified Employees  
Confidential Employees  
Administrative Employees

3. Government Code 54957

PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

Title: District Superintendent

- Superintendent draft presentation of 2024-2025 goals
- Board work on 2023-2024 evaluation

**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. WASC accreditation letter for Loyalton High School\*\*

2. Superintendent Reports

**COUNTY—SCOE**

- a. SCOE continuing as the fiscal agent for the ELL Healthcare Pathways grant through FRAEC for Sierra County Schools for Adults
- b. Continued advocacy: Rural County Representatives of California (RCRC)

**DISTRICT—SPJUSD**

- c. Final report on 2023-2024 Superintendent goals\*\*
- d. Communication Survey
- e. LCAP Engagement Process
- f. FEMA/CalOES
- g. Facilities

3. Business Report

- a. Letters from the California Department of Education concurring with the positive certifications for the 2023-2024 Second Interim Reports for SCOE and SPJUSD\*\*
- b. Account Object Summary-Balance from 07/01/2023 to 04/30/2024
  - 1. SCOE\*\*
  - 2. SPJUSD\*\*
- c. Eighth Month SPJUSD Enrollments for the 2023-2024 School Year\*\*
- d. Most recent Inter-District Attendance Agreements approved\*\*

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 April 09, 2024\*\*
2. Approval of minutes for the Special Joint Meeting held April 25, 2024\*\*
3. Approval of Board Report-Checks Dated 04/01/2024 through 04/30/2024
  - a. SCOE\*\*
  - b. SPJUSD\*\*
4. Approval of the California Interscholastic Federation Representatives for the 2024-2025 School Year\*\*
5. Approval of the following SPJUSD personnel items:
  - a. Assignment of Elysa Maxwell, Cashier, Loyalton Elementary School, .5 FTE (3 hours/day), effective April 22, 2024
  - b. Resignation for Don Negus, Teacher, Loyalton High School, 1.0 FTE, effective June 7, 2024
  - c. Authorization to fill Teacher, Loyalton High School, 1.0 FTE

**L. ACTION ITEMS**

1. New Business

**COUNTY & DISTRICT—SCOE & SPJUSD**

- a. Authorization for the Superintendents to enter into a Memorandum of Understanding with the Sierra-Plumas Teacher's Association regarding Special Teaching Assignments including Tutoring, Summer School, and Extended School Year, Contract 2024-022C/2024-017D\*\*
- b. Approval of assignments for the 2024-2025 Extra Duty stipend positions
  1. Coaching\*\*
  2. Non-Coaching\*\*

**DISTRICT—SPJUSD**

- c. Adoption of Resolution 24-013D, Recognition of Erin Folchi\*\*
- d. Adoption of Resolution 24-014D, CalSHAPE Plumbing Grant for Downieville School\*\*
- e. Quote from Town & Country Flooring for carpet replacement in classrooms\*\*
- f. Quote from Bertagnolli Paving for pavement sealing\*\*
- g. Surplus the following items:
  1. LES kitchen equipment (10-burner, 2-oven gas range)
  2. 27" School Smart G3 Laminator, Serial #C1634-8432
  3. 2010 Dodge Grand Caravan, VIN 2D4RN4DE7AR296621

BOARD POLICIES AND 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.”

**From April 09, 2024**

- h. 3400—Management of District Assets/Accounts^^
- i. 5141.21—Administering Medication and Monitoring Health Conditions^^
- j. 6142.8—Comprehensive Health Education^^
- k. 6146.4—Differential Graduation and Competency Standards for Students with Disabilities^^

**New May 14, 2024**

- l. 2140—Evaluation of the Superintendent\*\*
- m. 6146.1—High School Graduation Requirements\*\*

**M. ADVANCED PLANNING**

1. The next Regular Joint Board Meeting will be held on June 11, 2024, at Downieville School, 130 School St, Downieville CA 95936 at 6:00pm. If needed, Closed Session may be held before the Regular session beginning at 5:00pm. Zoom videoconferencing will be available for the public.
2. Suggested Agenda Items

**N. ADJOURN**



James Berardi,  
County Superintendent



Sean Snider,  
District Superintendent

- \*\* enclosed
- \* handout
- ^^ prior meeting handout

James Berardi, County Superintendent – [jberardi@spjUSD.org](mailto:jberardi@spjUSD.org)  
 Sean Snider, District Superintendent – [ssnider@spjUSD.org](mailto:ssnider@spjUSD.org)  
 Kristie Jacobsen, Executive Assistant to the Superintendents – [kjacobsen@spjUSD.org](mailto:kjacobsen@spjUSD.org)  
*Vacant*, Director of Business Services/CBO  
 Office: 530-993-1660 x0

Email [schoolinfo@spjUSD.org](mailto:schoolinfo@spjUSD.org) to be added to the agenda email list.



# Accrediting Commission for Schools Western Association of Schools and Colleges

## COMMISSION MEMBERS

ODIE J. DOUGLAS, Ed.D.  
*Chairperson*  
Association of California School  
Administrators

LINDA NORMAN, Ed.D.  
*Vice Chairperson*  
Western Catholic Educational Association

CUAUHTEMOC AVILA, Ed.D.  
Association of California School  
Administrators

JANICE BLABER  
Hawaii Government Employees'  
Association

DANNY BLAS  
California Teachers Association

MOOHAY CHOE, Ed.D.  
Association of California School  
Administrators

KEVIN COLLINS, Ed.D.  
Association of California School  
Administrators

JEFF DAVIS, Ed.D.  
California Association of Independent  
Schools

GREGORY DHUYVETTER  
Western Catholic Educational Association

LEE DUNCAN, Ed.D.  
Association of Christian Schools  
International

TOBY ELMORE  
California Association of Private School  
Organizations

KRISTIE FLOHRA  
National Lutheran School Accreditation

ANDREA FUKUMOTO  
Hawaii State Department of Education

ANNA-LISA GEORGE  
Western Catholic Educational Association

CAROL GREEN  
California Congress of Parents and  
Teachers, Inc. (PTA)

MELISSA HANDY  
Hawaii Private Teacher

GREGORY HEDGER, Ed.D.  
East Asia Regional Council of Schools

ESTHER KANEHAILUA  
Hawaii State Department of Education

KARIN "KALENA" D. HANSEN DEL  
REY  
Hawaii State Teachers Association

CINDY KAZANIS  
California Department of Education

CHRISTINE MCCORMICK, Ed.D.  
Association of California School  
Administrators

MONIQUE MCWAYNE  
California Department of Education

ERIC MOONEY, Ed.D.  
Association of California School  
Administrators

CHRISTOPHER OASE, D.A.  
California School Boards Association

JENNIFER OWENS  
Postsecondary Education

ANDREW RODRIGUEZ  
California Federation of Teachers

JASON SAMPLE  
Charter Schools

TERESA SCHWABAUER  
Western Catholic Educational Association

DAVID SCIARRETTA, Ed.D.  
Charter Schools

LAURA STEFANSKI  
Public Member, California

K. ERIK SWANSON, Ph.D.  
Pacific Islands

KATHERINE THOROSSIAN, Ed.D.  
Association of California School  
Administrators

BERIT VON POHLE, Ed.D.  
Pacific Union Conference of Seventh-day  
Adventists

LIVINGSTON (JACK) WONG  
Public Member, Hawaii

May 1, 2024

Megan Meschery, Principal  
Loyalton High School  
P. O. Box 37

Loyalton, California 96118

Dear Megan Meschery:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Spring 2024 Commission Meeting. The ACS WASC Commissioners have determined Loyalton High School (9-12) meets the ACS WASC criteria for accreditation. This accreditation status is based on all of the information provided by the school, including the school's report, and the satisfactory completion of the accreditation visit.

It is the decision of the Commission to grant six-year accreditation status through June 30, 2030 with a mid-cycle report in the 2026-2027 school year.

Loyalton High School is required to submit a mid-cycle progress report. The report should demonstrate that the school has: 1) addressed the growth areas for continuous improvement through the schoolwide action plan; 2) made appropriate progress on the implementation of the schoolwide action plan; and 3) improved student achievement relative to the schoolwide learner outcomes and the academic standards.

Accreditation status is conditioned upon Loyalton High School's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. This includes a requirement that an accredited school annually contribute members to participate on visiting committees. Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of the accreditation.

The Commission looks forward to Loyalton High School's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,

Odie J. Douglas, Ed.D.  
Commission Chairperson

cc: James Berardi, David Levis

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# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

P.O. Box 955  
109 Beckwith Road  
Loyalton, California 96118

Sean Snider  
Superintendent

Phone: (530) 993-1660  
FAX: (530) 993-0828  
Email: [ssnider@spjUSD.org](mailto:ssnider@spjUSD.org)

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## Final Report on 2023-2024 Superintendent's Goals Sean Snider Presented to the Board of Trustees May 14, 2024

1. Provide instructional leadership and support for increased student academic achievement.
  - a. Be visible and present on school campuses and in classrooms no less than 3 times monthly.
    1. I have been present on school campuses and in classrooms at least 3 times monthly.
  - b. Coordinate no less than 2 professional development opportunities for staff by June 1, 2024.
    1. Impact of Trauma on Student Behaviors (Elizabeth Clark and Catherine Ebel) September 27, 2023, October 4, 2023, February 14 / 28, 2024
    2. Step up to Writing Training: January 10, 17, and 24, 2024
    3. K-12 Literacy across all Content Areas April 10, 24, and May 9, 2024
  - c. Finalize dual enrollment opportunities for our high school students through Feather River College by April 1, 2024.
    1. Dual enrollment agreement signed and approved by SPJUSD Board and Feather River College Board in January, 2024.
  
2. Establish positive working relationships with school staff, community agencies, and the school community as a whole.
  - a. Have one-on-one meetings with all people in leadership roles, who oversee a program, or who provide a unique service to our students by December 1, 2023.
    1. One on one meetings completed by December 1, 2023
  - b. Meet with key players from the Sheriff's Office, District Attorney's Office, Probation, Behavioral Health, Social Services, Arts Council, CHP, and charitable foundations to introduce myself and establish positive working relationships by January 1, 2024.
    1. Meetings with each agency completed by January 1, 2024.
  - c. Attend no less than 5 community events / fundraisers by May 1, 2024.
    1. Cattlemen's Association Dinner- September 9, 2023
    2. Grizzly Club Parent Club Barn Dinner- September 30, 2023
    3. Swing for the Schools Golf Tournament- October 7, 2023
    4. Loyalton FFA Dinner- November 20, 2023
    5. Dinner by 8:00, Dead by 9:00 LHS Drama Performance- November 29, 2023
    6. Multiple Girls' and Boys' basketball games
    7. Tech-Wise Family Nights- February 28, 29, and May 8, 2024
    8. Senior Variety Show and Auction- March 26, 2024
    9. Loyalton Timberfest- May 4, 2024
    10. FFA Spring Banquet- May 7, 2024
  - d. Join a local service organization (Rotary) by December 14, 2023.
    1. Began attending Rotary meetings in October. Officially sworn in as a member on January 11, 2024.

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## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

P.O. Box 955  
109 Beckwith Road  
Loyalton, California 96118

Sean Snider  
Superintendent

Phone: (530) 993-1660  
FAX: (530) 993-0828  
Email: [ssnider@spjUSD.org](mailto:ssnider@spjUSD.org)

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3. Make progress on the facilities needs of the district.
  - a. Provide a list of facility priorities for each school site for the 2023-2024 school year at the December, 2023 Board meeting.
    1. [Presented December 12, 2023](#)
  - b. Report on the progress of this year's facilities improvement projects no less than 3 times this school year.
    1. Reported at the following Board Meetings:
      1. [October 10, 2023](#)
      2. [November 14, 2023](#)
      3. [December 12, 2023](#)
      4. [January 9, 2024](#)
      5. [February 13, 2024](#)
      6. [March 5, 2024](#)
      7. [April 9, 2024](#)
      8. [May 14, 2024](#)
4. Show evidence of reduced deficit spending at first interim and second interim budget reports, and present an adopted 2024 budget that closes the spending gap compared to 2023.
  1. [Second Interim Budget Revisions showed a reduction in deficit spending for the 2023-24 school year, and the 2024-25 budget presented for Board approval in June will show reduced deficit spending compared to the 2023-24 budget.](#)



**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

May 8, 2024

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

Dear Superintendent Berardi:

Subject: 2023–24 Second Interim Report

Pursuant to California *Education Code* Section 1240(l), the California Department of Education (CDE) has reviewed the county office of education's Second Interim Report and the accompanying positive certification of financial solvency to determine whether it complies with the Criteria and Standards for fiscal stability adopted by the State Board of Education, allows your office to meet its financial obligations during the fiscal year, and is consistent with a financial plan that will enable your office to satisfy its multiyear financial commitments. The CDE concurs with your assessment that, based on current projections, your county office will be able to meet its financial obligations for the current and subsequent two fiscal years and that a positive certification is appropriate.

The CDE appreciates the submission of your Second Interim Report. If you have any questions or concerns, please contact our office by phone at 916-322-1770 or email at [SACSINFO@cde.ca.gov](mailto:SACSINFO@cde.ca.gov).

Sincerely,

/s/

John Miles, Administrator  
Fiscal Oversight and Support Office

JM:ml  
2024-0203a-46





**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

May 8, 2024

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

Dear Superintendent Snider:

Subject: 2023–24 Second Interim Report

Pursuant to California *Education Code (EC)* sections 1240(l) and 42131(f), the California Department of Education (CDE) has reviewed the Sierra-Plumas Joint Unified School District (SPJUSD) Second Interim Report and the accompanying positive certification of financial solvency to determine whether it complies with the Criteria and Standards for fiscal stability adopted by the State Board of Education, allows the SPJUSD to meet its financial obligations during the fiscal year, and is consistent with a financial plan that will enable your office to satisfy its multiyear financial commitments. The CDE concurs with your assessment that, based on current projections, the SPJUSD will be able to meet its financial obligations for the current and subsequent two fiscal years and that a positive certification is appropriate.

Please note that, as a result of the qualified certification at first interim for the 2023–24 fiscal year, the following requirement is in effect:

- 1) Pursuant to *EC* Section 42133, SPJUSD may not issue, for the 2023–24 and 2024–25 fiscal years, certificates of participation, tax anticipation notes, revenue bonds, or any other debt instruments not requiring voter approval, unless the State Superintendent determines that repayment of that indebtedness is probable.

As such, and consistent with CDE's statutory duties related to the fiscal oversight, the SPJUSD should continue to keep the CDE informed of the SPJUSD's continued actions and progress made to improve and maintain the district as a going concern, including plans to meet cash needs in the event of deferrals.

The CDE appreciates the submission of your Second Interim Report. If you have any questions or concerns, please contact our office by phone at 916-322-1770 or email at [SACINFO@cde.ca.gov](mailto:SACINFO@cde.ca.gov).

Sean Snider, Superintendent  
May 8, 2024  
Page 2

Sincerely,

/s/

John Miles, Administrator  
Fiscal Oversight and Support Office

JM:ml  
2024-0201a-46c

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - Gen Fund</b>						
1100	Teachers Salaries	414,703.00	458,254.00	81,891.20	312,195.07	64,167.73
1115	Certificated Extra Duty	2,500.00	2,500.00		2,380.34	119.66
1120	Certificated Substitutes	8,490.00	8,170.00		1,720.00	6,450.00
1200	Certificated Pupil Support Ser	35,927.00	37,527.00	5,816.72	31,316.14	394.14
1300	Certificated Supervisor Admini	230,335.00	233,867.00	35,994.36	190,371.80	7,500.84
1310	Teacher in Charge	10,000.00	10,000.00			10,000.00
	<b>Total for Object 1000</b>	<b>701,955.00</b>	<b>750,318.00</b>	<b>123,702.28</b>	<b>537,983.35</b>	<b>88,632.37</b>
2100	Instructional Aides' Salaries	196,459.00	196,796.00	32,435.54	155,994.45	8,366.01
2115	Classified Extra Duty	1,000.00	1,445.00		741.04	703.96
2120	Classified Substitutes	5,000.00	9,645.00		5,125.82	4,519.18
2200	Classified Support Salaries	110,860.00	84,762.00	9,490.98	37,752.50	37,518.52
2201	BUS DRIVER		42,463.00	14,940.92	30,380.09	2,858.01-
2215	Classified Support Extra Duty	1,000.00	1,000.00			1,000.00
2220	Classified Substitute Salaries	1,773.00	3,000.00			3,000.00
2300	Classified Supervisors' Admini	180,092.00	92,185.00	172.10	72,122.83	19,890.07
2400	Clerical Technical Office Staf	246,910.00	224,324.00	31,729.74	192,737.02	142.76-
2900	Other Classified Salaries	14,760.00	14,760.00		3,506.04	11,253.96
	<b>Total for Object 2000</b>	<b>757,854.00</b>	<b>670,380.00</b>	<b>88,769.28</b>	<b>498,359.79</b>	<b>83,250.93</b>
3101	STRS Certificated Positions	199,074.00	201,491.00	22,662.48	96,765.62	82,062.90
3102	STRS Classified Positions	1,719.00	1,860.00		523.48	1,336.52
3201	PERS Certificated Positions		162.00		80.03	81.97
3202	PERS Classified Positions	197,841.00	156,672.00	19,915.86	115,406.36	21,349.78
3301	OASDI Certificated Positions	2,134.00	2,216.00		43.42	2,172.58
3302	OASDI Classified Positions	45,852.00	40,425.00	5,346.14	29,736.42	5,342.44
3311	Medicare Certificated Position	9,986.00	10,712.00	1,714.99	7,716.01	1,281.00
3312	Medicare Classified Positions	10,748.00	9,476.00	1,250.33	7,016.09	1,209.58
3401	Health & Welfare Benefits Cert	127,707.00	114,599.00	22,574.24	81,393.28	10,631.48
3402	Health & Welfare Benefits Clas	155,738.00	157,221.00	23,670.42	131,505.82	2,044.76
3501	SUI Certificated	3,588.00	1,067.00	61.87	410.40	594.73
3502	SUI Classified	3,789.00	960.00	44.40	378.52	537.08
3601	Workers' Compensation Certific	27,795.00	29,425.00	4,702.53	21,158.55	3,563.92
3602	Workers' Compensation Classifi	29,912.00	26,019.00	3,428.37	19,237.84	3,352.79
3901	Golden Handshake	15,689.00	15,689.00		15,688.48	.52
	<b>Total for Object 3000</b>	<b>831,572.00</b>	<b>767,994.00</b>	<b>105,371.63</b>	<b>527,060.32</b>	<b>135,562.05</b>
4100	Approved Textbooks Core Curric	1,300.00	7,551.00			7,551.00

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - Gen Fund (continued)</b>						
4300	Materials and Supplies	23,467.00	79,836.00	4,106.82	35,833.44	39,895.74
4320	Custodial Grounds Supplies	1,250.00	1,250.00		745.51	504.49
4330	Office Supplies	1,750.00	1,750.00		525.40	1,224.60
4350	Vehicle Upkeep	3,000.00	4,080.00	1,201.98	974.80	1,903.22
4400	Noncapitalized Equipment	3,214.00	15,093.00		15,441.18	348.18-
	<b>Total for Object 4000</b>	<b>33,981.00</b>	<b>109,560.00</b>	<b>5,308.80</b>	<b>53,520.33</b>	<b>50,730.87</b>
5100	Subagreements for Services	40,000.00	40,000.00			40,000.00
5200	Travel and Conference	25,638.00	36,112.00	2,671.47	14,317.04	19,123.49
5300	Dues and Membership	32,798.00	32,285.00	2,232.16	24,095.70	5,957.14
5400	Insurance	25,000.00	25,000.00		17,558.52	7,441.48
5500	Operation Housekeeping Service	22,000.00	16,373.00	3,807.96	10,989.77	1,575.27
5600	Rentals, Leases, Repairs, Nonc	1,500.00	2,500.00	157.63	670.63	1,671.74
5801	Legal Services	18,500.00	15,718.00		5,062.00	10,656.00
5805	Personnel Expense	500.00	1,000.00	200.00	262.40	537.60
5808	Other Services & Fees	1,500.00	1,500.00	300.88	699.12	500.00
5810	Contracted Services	437,789.00	1,118,011.00	144,397.61	331,893.59	641,719.80
5899	SPJUSD to Reimburse			73,653.24	62,774.41	136,427.65-
5900	Communications	16,000.00	16,293.00		6,877.95	9,415.05
	<b>Total for Object 5000</b>	<b>621,225.00</b>	<b>1,304,792.00</b>	<b>227,420.95</b>	<b>475,201.13</b>	<b>602,169.92</b>
6200	Building and Improvement of Bu		142,863.00	43,235.01	13,530.00	86,097.99
6400	Equipment	20,000.00	30,000.00			30,000.00
6500	Equipment Replacement	15,000.00	40,000.00			40,000.00
	<b>Total for Object 6000</b>	<b>35,000.00</b>	<b>212,863.00</b>	<b>43,235.01</b>	<b>13,530.00</b>	<b>156,097.99</b>
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
7281	All Other Transfers to Distric				17,289.41	17,289.41-
7310	Direct Support/Indirect Costs		11,301.00-			11,301.00-
7350	Transfers of Indirect		24,111.00-			24,111.00-
	<b>Total for Object 7000</b>	<b>49,428.00</b>	<b>14,016.00</b>	<b>.00</b>	<b>17,289.41</b>	<b>3,273.41-</b>
	<b>Total for Fund 01 and Expense accounts</b>	<b>3,031,015.00</b>	<b>3,829,923.00</b>	<b>593,807.95</b>	<b>2,122,944.33</b>	<b>1,113,170.72</b>
<b>Fund 11 - ADULT ED</b>						
1100	Teachers Salaries	12,500.00	71,069.00		40,024.21	31,044.79
1300	Certificated Supervisor Admini	116,095.00	126,876.00	18,796.18	93,980.90	14,098.92
	<b>Total for Object 1000</b>	<b>128,595.00</b>	<b>197,945.00</b>	<b>18,796.18</b>	<b>134,005.11</b>	<b>45,143.71</b>

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2024, Period = 10, 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)

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 11 - ADULT ED (continued)</b>						
2100	Instructional Aides' Salaries		14,340.00			14,340.00
2200	Classified Support Salaries	3,572.00	3,572.00			3,572.00
2400	Clerical Technical Office Staf	63,900.00	32,067.00	6,477.94	26,206.59	617.53-
	<b>Total for Object 2000</b>	<b>67,472.00</b>	<b>49,979.00</b>	<b>6,477.94</b>	<b>26,206.59</b>	<b>17,294.47</b>
3101	STRS Certificated Positions	29,762.00	36,927.00	3,590.08	19,581.34	13,755.58
3202	PERS Classified Positions	18,218.00	13,072.00	1,453.26	6,992.09	4,626.65
3301	OASDI Certificated Positions		3,182.00		1,952.06	1,229.94
3302	OASDI Classified Positions	4,184.00	1,894.00	344.07	1,365.79	184.14
3311	Medicare Certificated Position	1,864.00	2,884.00	272.54	1,943.06	668.40
3312	Medicare Classified Positions	979.00	1,541.00	80.47	319.42	1,141.11
3401	Health & Welfare Benefits Cert	10,745.00	16,119.00	2,387.80	11,939.00	1,792.20
3402	Health & Welfare Benefits Clas	17,536.00	17,539.00	3,188.46	14,348.07	2.47
3501	SUI Certificated	643.00	203.00	9.40	120.24	73.36
3502	SUI Classified	338.00	49.00	3.24	13.05	32.71
3601	Workers' Compensation Certific	5,191.00	8,040.00	747.32	5,327.85	1,964.83
3602	Workers' Compensation Classifi	2,723.00	1,788.00	220.65	875.83	691.52
	<b>Total for Object 3000</b>	<b>92,183.00</b>	<b>103,238.00</b>	<b>12,297.29</b>	<b>64,777.80</b>	<b>26,162.91</b>
4300	Materials and Supplies		61,113.00	7,329.70	10,516.00	43,267.30
4330	Office Supplies	500.00	624.00	289.30	328.97	5.73
4350	Vehicle Upkeep	88.00	1,500.00			1,500.00
4400	Noncapitalized Equipment		12,500.00			12,500.00
	<b>Total for Object 4000</b>	<b>588.00</b>	<b>75,737.00</b>	<b>7,619.00</b>	<b>10,844.97</b>	<b>57,273.03</b>
5200	Travel and Conference		3,375.00	1,000.00	1,409.94	965.06
5300	Dues and Membership		1,190.00		1,190.00	.00
5500	Operation Housekeeping Service		8,000.00	2,287.26	5,060.35	652.39
5600	Rentals, Leases, Repairs, Nonc		2,010.00	1,077.07	1,467.08	534.15-
5801	Legal Services	500.00				.00
5805	Personnel Expense	100.00	100.00	100.00		.00
5810	Contracted Services		44,717.00	3,120.00	17,684.93	23,912.07
5900	Communications		2,755.00	512.99	2,241.02	.99
	<b>Total for Object 5000</b>	<b>600.00</b>	<b>62,147.00</b>	<b>8,097.32</b>	<b>29,053.32</b>	<b>24,996.36</b>
6200	Building and Improvement of Bu		216,756.00	131,761.45	112,698.57	27,704.02-
7350	Transfers of Indirect		29,908.00			29,908.00
7619	Other Authorized Interfund Tra	14,187.00				.00
	<b>Total for Object 7000</b>	<b>14,187.00</b>	<b>29,908.00</b>	<b>.00</b>	<b>.00</b>	<b>29,908.00</b>

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 11 - ADULT ED (continued)						
<b>Total for Fund 11 and Expense accounts</b>		<b>303,625.00</b>	<b>735,710.00</b>	<b>185,049.18</b>	<b>377,586.36</b>	<b>173,074.46</b>
Fund 16 - FOREST RES						
7211	Transfers of Pass-through Rev	262,000.00	262,000.00		97,973.30	164,026.70
7619	Other Authorized Interfund Tra	46,000.00	46,000.00		17,289.41	28,710.59
<b>Total for Fund 16, Expense accounts and Object 7000</b>		<b>308,000.00</b>	<b>308,000.00</b>	<b>.00</b>	<b>115,262.71</b>	<b>192,737.29</b>
<b>Total for Org 001 - Sierra County Office of Education</b>		<b>3,642,640.00</b>	<b>4,873,633.00</b>	<b>778,857.13</b>	<b>2,615,793.40</b>	<b>1,478,982.47</b>

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - General FD</b>						
1100	Teachers Salaries	2,311,566.00	2,717,329.00	432,365.79	1,910,108.87	374,854.34
1115	Extra Duty Hourly	8,000.00	26,250.00		33,581.26	7,331.26-
1120	Certificated Substitutes	57,000.00	55,645.00		37,996.90	17,648.10
1300	Certificated Superv/Admin Sala	421,444.00	442,740.00	67,788.18	347,949.87	27,001.95
1310	Teacher In Charge/Head Teacher	10,000.00	3,004.00		625.00	2,379.00
	<b>Total for Object 1000</b>	<b>2,808,010.00</b>	<b>3,244,968.00</b>	<b>500,153.97</b>	<b>2,330,261.90</b>	<b>414,552.13</b>
2100	Instructional Aides Salaries	276,535.00	354,543.00	57,913.67	205,833.04	90,796.29
2115	Inst. Aide Extra Duty	2,000.00	2,029.00		2,373.05	344.05-
2120	Instructional Aides Substitute	3,000.00	1,352.00		2,169.49	817.49-
2200	Classified Support Salaries	386,184.00	500,221.00	63,738.59	374,407.69	62,074.72
2201	Bus Driver	91,744.00	22,054.00		22,053.23	.77
2215	Classified Extra Duty	2,500.00	701.00		699.72	1.28
2220	Classified Support Substitute	25,000.00	4,814.00		5,911.17	1,097.17-
2300	Classified Sup/Admin Salaries	2,700.00	1,865.00	514.85	1,665.00	314.85-
2400	Clerical & Office Salaries	198,902.00	217,656.00	40,732.02	164,614.03	12,309.95
2420	Clerical & Office Sub Salaries	4,000.00	2,072.00		2,796.37	724.37-
2900	Other Classified Salaries	25,277.00	25,293.00			25,293.00
	<b>Total for Object 2000</b>	<b>1,017,842.00</b>	<b>1,132,600.00</b>	<b>162,899.13</b>	<b>782,522.79</b>	<b>187,178.08</b>
3101	State Teachers Retirement Syst	728,447.00	793,232.00	90,222.55	415,979.35	287,030.10
3102	State Teachers Retirement Syst	9,472.00	9,472.00			9,472.00
3201	Public Employees Retirement Sy	1,000.00	1,417.00		416.21	1,000.79
3202	Public Employees Retirement Sy	265,911.00	264,886.00	31,719.89	151,674.39	81,491.72
3311	OASDI-Certificated Positions	2,076.00	2,393.00		1,386.01	1,006.99
3312	OASDI-Classified Positions	62,143.00	67,953.00	9,683.81	46,777.81	11,491.38
3321	Medicare-Certificated Position	38,138.00	44,015.00	6,663.05	30,802.29	6,549.66
3322	Medicare-Classified Positions	14,537.00	15,916.00	2,264.76	10,939.88	2,711.36
3401	Health & Welfare -Certificated	503,060.00	581,751.00	103,283.32	428,538.86	49,928.82
3402	Health & Welfare-Classified Po	201,550.00	243,316.00	38,571.20	188,642.02	16,102.78
3501	State Unemployment Insurance-C	14,217.00	3,958.00	250.06	3,054.22	653.72
3502	State Unemployment Insurance-	5,177.00	838.00	81.54	542.39	214.07
3601	Workers' Compensation Insuranc	95,889.00	114,973.00	17,494.37	82,269.33	15,209.30
3602	Workers' Compensation Insuranc	35,643.00	40,827.00	5,820.29	28,114.81	6,891.90
3901	Other Benefits, Certificated P	35,074.00	33,614.00	5,845.52	27,766.22	2.26
3902	Other Benefits, Classified Pos	17,537.00	23,383.00	2,922.76	16,075.18	4,385.06
	<b>Total for Object 3000</b>	<b>2,029,871.00</b>	<b>2,241,944.00</b>	<b>314,823.12</b>	<b>1,432,978.97</b>	<b>494,141.91</b>

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - General FD (continued)</b>						
4100	Textbooks	26,605.00	53,350.00	60.15	5,097.87	48,191.98
4300	Class Mat'l and Supplies	50,843.00	372,996.00	39,957.71	105,251.48	227,786.81
4301	Class Consumable Mat'l	7,000.00	6,379.00	349.40	4,188.09	1,841.51
4302	Class Paper/Toner	14,000.00	14,000.00	1,805.48	8,276.96	3,917.56
4305	Other Student M&S	25,000.00	37,500.00	2,298.88	13,388.65	21,812.47
4320	Custodial Grounds Supplies	38,000.00	91,104.00	3,205.67	43,767.66	44,130.67
4330	Office Supplies	17,000.00	67,612.00	2,041.07	7,234.34	58,336.59
4350	Vehicle Maint. M&S	11,500.00	13,841.00	3,371.23	9,529.15	940.62
4351	Vehicle FUEL	30,000.00	33,260.00	7,181.12	23,505.19	2,573.69
4399	M&S Misc -undesignated		25,954.00			25,954.00
4400	Non-Capital Equipment (Up to \$	58,895.00	264,349.00	14,186.12	31,132.12	219,030.76
	<b>Total for Object 4000</b>	<b>278,843.00</b>	<b>980,345.00</b>	<b>74,456.83</b>	<b>251,371.51</b>	<b>654,516.66</b>
5100	Subagreement for Services	185,000.00	118,478.00-		118,477.39-	.61-
5200	Travel & Conferences	55,802.00	214,070.00	13,239.88	61,344.28	139,485.84
5300	Dues & Membership	10,129.00	12,475.00	675.52	10,657.60	1,141.88
5400	Insurance-Fire, liability, etc	210,000.00	165,253.00		152,708.77	12,544.23
5510	Power	159,000.00	159,000.00	30,788.95	128,208.11	2.94
5520	Garbage	7,000.00	8,400.00	816.43	6,916.81	666.76
5530	Water	60,000.00	60,000.00	14,078.70	45,921.30	.00
5540	Propane	171,000.00	171,000.00	17,100.22	165,974.58	12,074.80-
5590	Miscellaneous Utilities	20,000.00	20,000.00	3,454.02	16,545.98	.00
5600	Rentals, Leases & Repairs	83,500.00	131,768.00	41,046.93	72,523.83	18,197.24
5800	Services & Operating Expense	7,500.00	57,501.00	3,309.00	8,145.24	46,046.76
5810	Legal Expenses	20,000.00	98,988.00	318.50	9,681.50	88,988.00
5812	Board Election Expense	2,000.00	2,000.00			2,000.00
5840	Audit Expense	14,959.00	14,959.00		2,403.57	12,555.43
5860	Solid Waste Tax	12,500.00	15,266.00		12,622.98	2,643.02
5890	Contracts/Service	819,579.00	1,603,408.00	483,992.57	451,734.46	667,680.97
5899	SCOE Interagency Reimburse		16,783.00	3,356.07	23,618.88	10,191.95-
5900	Communications	3,500.00	6,501.00	1,914.95	2,052.03	2,534.02
5910	Telephone-Monthly Service	22,075.00	22,075.00	8,073.83	11,075.20	2,925.97
	<b>Total for Object 5000</b>	<b>1,863,544.00</b>	<b>2,660,969.00</b>	<b>622,165.57</b>	<b>1,063,657.73</b>	<b>975,145.70</b>
6200	Building & Improvements		151,785.00	29,238.07	104,207.25	18,339.68
6400	Equipment	60,000.00	132,028.00	58,501.61	149,221.87	75,695.48-
6500	Equipment Replacement	55,000.00	198,049.00		43,472.77	154,576.23
	<b>Total for Object 6000</b>	<b>115,000.00</b>	<b>481,862.00</b>	<b>87,739.68</b>	<b>296,901.89</b>	<b>97,220.43</b>



Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - General FD (continued)</b>						
7110	Out-of-State Tuition	104,450.00	104,450.00	104,450.00		.00
7142	Other Tuition, Excess Cost, an				129,476.00	129,476.00-
7310	Direct Support/Indirect Costs		1,261.00-			1,261.00-
7616	Trans fr Gen Fund to Cafeteria	111,053.00	111,053.00			111,053.00
7619	Other Interfund Transfers Out	750,000.00	300,000.00		300,000.00	.00
	<b>Total for Object 7000</b>	<b>965,503.00</b>	<b>514,242.00</b>	<b>104,450.00</b>	<b>429,476.00</b>	<b>19,684.00-</b>
	<b>Total for Fund 01 and Expense accounts</b>	<b>9,078,613.00</b>	<b>11,256,930.00</b>	<b>1,866,688.30</b>	<b>6,587,170.79</b>	<b>2,803,070.91</b>
<b>Fund 13 - Cafeteria</b>						
2200	Classified Support Salaries	104,277.00	95,363.00	17,627.87	60,587.08	17,148.05
2215	Classified Extra Duty	1,000.00	6,641.00		1,496.98	5,144.02
2220	Classified Support Substitute	500.00	2,554.00		911.33	1,642.67
	<b>Total for Object 2000</b>	<b>105,777.00</b>	<b>104,558.00</b>	<b>17,627.87</b>	<b>62,995.39</b>	<b>23,934.74</b>
3202	Public Employees Retirement Sy	21,628.00	19,847.00	1,941.66	10,366.58	7,538.76
3312	OASDI-Classified Positions	6,242.00	6,242.00	1,029.59	3,653.81	1,558.60
3322	Medicare-Classified Positions	1,460.00	1,460.00	240.79	854.52	364.69
3402	Health & Welfare-Classified Po	17,537.00	17,537.00	3,507.32	13,955.38	74.30
3502	State Unemployment Insurance-	529.00	529.00	8.81	31.47	488.72
3602	Workers' Compensation Insuranc	3,580.00	3,580.00	618.83	2,196.10	765.07
	<b>Total for Object 3000</b>	<b>50,976.00</b>	<b>49,195.00</b>	<b>7,347.00</b>	<b>31,057.86</b>	<b>10,790.14</b>
4340	Food Service	8,000.00	8,184.00	4,614.81	6,020.44	2,451.25-
4400	Non-Capital Equipment (Up to \$	2,000.00	2,000.00			2,000.00
4700	Food	60,000.00	81,385.00	9,319.37	74,847.24	2,781.61-
	<b>Total for Object 4000</b>	<b>70,000.00</b>	<b>91,569.00</b>	<b>13,934.18</b>	<b>80,867.68</b>	<b>3,232.86-</b>
5200	Travel & Conferences	500.00	1,014.00		421.00	593.00
5600	Rentals, Leases & Repairs	6,000.00	6,000.00	2,382.69	5,530.30	1,912.99-
5800	Services & Operating Expense	400.00	400.00			400.00
5890	Contracts/Servic	500.00	500.00		406.00	94.00
	<b>Total for Object 5000</b>	<b>7,400.00</b>	<b>7,914.00</b>	<b>2,382.69</b>	<b>6,357.30</b>	<b>825.99-</b>
	<b>Total for Fund 13 and Expense accounts</b>	<b>234,153.00</b>	<b>253,236.00</b>	<b>41,291.74</b>	<b>181,278.23</b>	<b>30,666.03</b>
<b>Fund 40 - Dist Build</b>						
4400	Non-Capital Equipment (Up to \$				8,288.52	8,288.52-
5600	Rentals, Leases & Repairs			6,319.51		6,319.51-
5890	Contracts/Servic				575.00	575.00-

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2024, Period = 10, 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)

Balances through April						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 40 - Dist Build (continued)</b>						
<b>Total for Object 5000</b>		<b>.00</b>	<b>.00</b>	<b>6,319.51</b>	<b>575.00</b>	<b>6,894.51-</b>
6200	Building & Improvements	750,000.00	1,087,628.00	39,829.42	87,385.01	960,413.57
<b>Total for Fund 40 and Expense accounts</b>		<b>750,000.00</b>	<b>1,087,628.00</b>	<b>46,148.93</b>	<b>96,248.53</b>	<b>945,230.54</b>
<b>Fund 73 - Bechen</b>						
5800	Services & Operating Expense	25,000.00	25,000.00			25,000.00
<b>Total for Fund 73, Expense accounts and Object 5000</b>		<b>25,000.00</b>	<b>25,000.00</b>	<b>.00</b>	<b>.00</b>	<b>25,000.00</b>
<b>Fund 78 - Gottardi Fund</b>						
5800	Services & Operating Expense		500.00			500.00
<b>Total for Fund 78, Expense accounts and Object 5000</b>		<b>.00</b>	<b>500.00</b>	<b>.00</b>	<b>.00</b>	<b>500.00</b>
<b>Total for Org 006 - Sierra-Plumas Joint Unified School District</b>		<b>10,087,766.00</b>	<b>12,623,294.00</b>	<b>1,954,128.97</b>	<b>6,864,697.55</b>	<b>3,804,467.48</b>

## ENROLLMENT BY SCHOOL MONTH - 2023-2024

**\*\*As of 04/23/2024**

	Downieville Elementary	Loyalton Elementary	Downieville Jr High	Loyalton Jr High	Downieville Sr High	Loyalton Sr High	Sierra Pass Continuation	Long-Term ISP/SDC	TOTAL
<b>Ending 2022-2023</b>	23	190	9	57	11	95	9	included in site #	394
<b>1st Day 2023-2024</b>	31	191	10	40	10	112	4	included in site #	398

	Month									
<b>September</b>	1	28	190	10	40	10	114	4	included in site #	396
08/23/23-09/15/23										
<b>October</b>	2	29	194	10	40	10	115	6	included in site #	404
09/18/23-10/13/23										
<b>November</b>	3	29	192	10	41	10	115	6	included in site #	403
10/16/23-11/09/23										
<b>December</b>	4	29	195	10	41	10	115	6	included in site #	406
11/13/23-12/08/23										
<b>January</b>	5	30	193	10	41	13	116	6	included in site #	409
12/11/23-01/19/24										
<b>February</b>	6	26	194	10	41	14	115	6	included in site #	406
01/22/24-02/16/24										
<b>March</b>	7	27	194	10	41	14	114	6	included in site #	406
02/20/24-03/15/24										
<b>April</b>	8	27	196	10	41	13	114	6	included in site #	407
03/18/24-04/19/24										
<b>May</b>	9								included in site #	0
04/22/24-05/17/24										
<b>June</b>	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	3
DHS	0
LHS	6

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

<b>New/Renewal</b>	<b>School Year</b>	<b>Grade Entering</b>	<b>District of Residence</b>	<b>Receiving District</b>	<b>Reason Given by Requestor</b>	<b>Backup Documentation Received?</b>	<b>In/Out?</b>
New	2023-24	1	Washoe	SPJUSD	Parent works in Loyalton	n/a	In
New	2023-24	6	SPJUSD	TTUSD	Parents work in Truckee	Yes	Out
New	2024-25	TK	SPJUSD	TTUSD	Parents work in Truckee	Yes	Out
Renewal	2024-25	11	TTUSD	SPJUSD	Prefer smaller school setting in Loyalton	n/a	In

Report Date:  
5/14/2024

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

April 09, 2024

5:00pm CLOSED Session

6:00pm Regular Session

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

*Zoom videoconferencing was also available for the public.*

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A. CALL TO ORDER

*President KELLY CHAMPION called the meeting to order at 5:02pm.*

B. ROLL CALL

PRESENT:     *Area 1: Patty Hall, Area 1  
Area 2: Annie Tipton (Vice President)  
Area 3: Christina Potter (Clerk)  
Area 4: Kelly Champion (President)  
Area 5: Richard Jaquez*

ABSENT:     *None*

C. APPROVAL OF AGENDA

*HALL/POTTER*

*5/0*

D. PUBLIC COMMENT FOR CLOSED SESSION

*None*

E. CLOSED SESSION

The Board moved into Closed Session *at 5:04pm* to discuss the following item(s):

1. Government Code 54956.9

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

Number of potential cases: three (3)

2. 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:     District Superintendent  
Sierra-Plumas Teachers' Association  
Classified Employees  
Confidential Employees  
Administrative Employees

F. RETURN TO OPEN SESSION *at 6:15pm* and ADJOURN FOR BREAK

G. *6:22PM* – RECONVENE

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

*TIPTON: All items were for discussion only. No action was taken.*

J. INFORMATION ITEMS

1. Superintendent Reports

**COUNTY—SCOE**

a. Creating new position – Director of Student Improvement

*BERARDI: Will be funded by money from Differentiated Assistance. Funds must be used to support the district in improving Dashboard Indicators.*

~~b. SELPA Changes~~

*BERARDI: No longer making anticipated changes. This is a non-issue.*

c. SCOE Personnel Items:

1. Resignation for Cheyenne Wilkinson, SH Instructional Aide, Loyaltan High School, 1.0 FTE (6 hours/day), effective March 15, 2024

2. Assignment of Dylan Abbott, Technology Specialist, 1.0 FTE, effective TBD

**DISTRICT—SPJUSD**

d. Facilities Update

*SNIDER: A lot happened during spring break week – network wiring in portables; LHS door storefront installed; kitchen equipment grant awarded to buy equipment to serve LHS students on-site instead of at LES; ACCO furnaces installed in Downieville; two new air conditioner units added to portables. Surveyor coming to Loyaltan to survey area for girls' softball field.*

e. FEMA/Cal OES

*SNIDER: Final step in roofing project – roofing engineer came to look at all roofs. Road project at LHS progressed to next step.*

f. Phone System/P.A. update

*SNIDER: One speaker away from getting this project completed. Network wiring last week helped a lot.*

2. Business Report

a. Account Object Summary-Balance from 07/01/2023 to 03/31/2024

1. SCOE

2. SPJUSD

b. Seventh Month SPJUSD Enrollments for the 2023-2024 School Year

3. Staff Reports

a. SCOE

*SELPA—BETHKE: Wrapping up assessments and IEPs. Laying out staff and plan for Extended School Year. Kim Askew attending Workability Conference highlighting the different elements of transition and working with kids for their plans after they graduate.*

*ADULT ED—JACKSON: Tomorrow the Emergency Services side of the building will be complete. Culinary side waiting on equipment to be delivered and installed, expected within the next two weeks. Propane was connected on Friday. Ditch closed up.*

b. SPJUSD

*LES—WHITE (CERESOLA): Science Fair, Art Show and Nacho Dinner turned out great. Garden activities in full swing. Smokey Bear coming on April 19<sup>th</sup> for Fire Safety. TK/K registration April 22<sup>nd</sup>-26<sup>th</sup>.*

*LHS—MESCHERY: The WASC visitation team was on-site for multiple meetings. High marks in multiple areas. Fundraising – Crab Feed for sports; Senior Variety and Dinner for Senior expenses and Senior Trip. FFA attended annual state conference. Sports – baseball, golf, track and field going strong. Middle School retreat April 23<sup>rd</sup>-25<sup>th</sup>. Prom is May 11<sup>th</sup>. Testing season. Senior Awards Banquet May 31<sup>st</sup>. Graduation June 7<sup>th</sup>.*

*DES & DHS—BERARDI: Setting up a booth at a Job Fair on Friday in Sonoma. Club Live taking students to Reno see movies April 10<sup>th</sup>. Ski Duck taking 7<sup>th</sup>-12<sup>th</sup> grades up to Palisades April 14<sup>th</sup>. 4<sup>th</sup> and 12<sup>th</sup> grade students going to ropes course April 16<sup>th</sup>. AAU soccer sign-ups starting up. 4<sup>th</sup>-6<sup>th</sup> grade students leading parent-teacher conference and teaching some math lessons. Family Art Showcase coming up. Open House May 15<sup>th</sup>. Kindergarten roundup May 22<sup>nd</sup>. DES Spring Performance May 30<sup>th</sup>. USFS Fire Prevention Sign Painting takes place on June 7<sup>th</sup>.*

*Ag, FFA, Ski—GRIFFIN: WASC was great for FFA. Took seven students to Sacramento for State Conference. Three students finalists for scholarships. FFA Banquet May 7<sup>th</sup>. Attended Job Fair at UNR over spring break. Got to use the new Ag vehicle. Thank you for making that happen.*

4. SPTA Report

*PRESIDENT—PETTERSON: None*

5. Committee/Board Member Reports

*TIPTON: Met with the WASC committee and they raved about LHS staff.*

*CHAMPION: We haven't held a Budget Committee meeting in a while. Would like to see if there's any interest from another board member to take GAYNER's place on the committee to start up again.*

6. District Superintendent's Evaluation Process

*CHAMPION: Will distribute evaluation form to various staff this month.*

*Discuss feedback in May to prepare final eval for June.*

7. Public Comment

*None*

K. CONSENT CALENDAR

1. Approval of minutes for the Regular Joint Meeting held March 05, 2024
2. Approval of minutes for the Special Joint Meeting held March 22, 2024
3. Approval of Board Report-Checks Dated 03/01/2024 through 03/31/2024
  - a. SCOE
  - b. SPJUSD
4. Approval of Quarterly Report on Williams Uniform Complaints for the quarter ending 03/31/2024
  - a. SCOE
  - b. SPJUSD

5. Approval of the following SPJUSD personnel items:
  - a. Resignation for Megan Andaluz, Teacher, Loyalton High School, 1.0 FTE, effective June 07, 2024

*TIPTON/POTTER*

*5/0*

L. ACTION ITEMS

1. New Business

**COUNTY & DISTRICT—SCOE & SPJUSD**

- a. Approval of Proposal from Nigro & Nigro for Auditing Services for Fiscal Year Ending June 30, 2024

*TIPTON motioned to postpone the matter until we have more proposals.*

*Second by HALL.*

*5/0*

- b. Discussion and approval to add a second meeting in June

*--June 4<sup>th</sup>, June 18<sup>th</sup> or June 25<sup>th</sup>*

*CHAMPION motioned to add June 25<sup>th</sup> at 5pm. Second by HALL.*

*5/0*

**DISTRICT—SPJUSD**

- c. Adoption of Resolution 24-012D, CalSHAPE Ventilation Grant for Downieville School

*HALL/TIPTON*

*5/0*

- d. District Sunshine Proposals to SPTA and SPCEA

*TIPTON/HALL*

*5/0*

- e. Approval of the 2024-2025 Extra Duty Assignments and Stipends to be filled

*TIPTON/POTTER*

*5/0*

- f. Approval of the 2024-2025 School Calendars

*HALL/POTTER*

*5/0*

BOARD POLICIES AND 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.”

*CHAMPION motioned to approve h and table g, i, j and k. Second by TIPTON.*

*5/0*

- g. 3400—Management of District Assets/Accounts
- h. 5116.2—Involuntary Student Transfers
- i. 5141.21—Administering Medication and Monitoring Health Conditions
- j. 6142.8—Comprehensive Health Education
- k. 6146.4—Differential Graduation and Competency Standards for Students with Disabilities



M. ADVANCED PLANNING

1. The next Regular Joint Board Meeting will be held on May 14, 2024, 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

*None*

N. ADJOURN

*CHAMPION adjourned the meeting at 7:58pm.*

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James Berardi,  
County Superintendent

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Sean Snider,  
District Superintendent

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Christina Potter, Clerk



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

DATE: April 09, 2024

CLOSED SESSION BEGAN AT: 5:04 P.M.

**BOARD MEMBERS PRESENT:**

Patty Hall  Annie Tipton  Christina Potter  Kelly Champion  Richard Jaquez

**OTHERS PRESENT:**

- James Berardi, County Superintendent
- Sean Snider, District Superintendent
- Terri Ryland, Ryland School Business Consulting, Interim CBO
- Eric Stevens
- Shannon Norris

**I. SESSION TOPIC(S):**

**Item #1—Government Code 54956.9**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

Number of potential cases: three (3)

**RESULT:**

- DIRECTION WAS GIVEN TO SUPERINTENDENT
- THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.
- A ROLL CALL VOTE WAS TAKEN:  
HALL \_\_\_\_\_ TIPTON \_\_\_\_\_ POTTER \_\_\_\_\_ CHAMPION \_\_\_\_\_ JAQUEZ \_\_\_\_\_
- A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION:  
HALL \_\_\_\_\_ TIPTON \_\_\_\_\_ POTTER \_\_\_\_\_ CHAMPION \_\_\_\_\_ JAQUEZ \_\_\_\_\_

**Item #2—Government Code 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiator(s) for the Board:

James Berardi, County Superintendent

Sean Snider, District Superintendent

Employee Organizations:

District Superintendent

Sierra-Plumas Teachers' Association

Classified Employees

Confidential Employees

Administrative Employees

**RESULT:**

- DIRECTION WAS GIVEN TO SUPERINTENDENT
- THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.
- A ROLL CALL VOTE WAS TAKEN:  
HALL \_\_\_\_\_ TIPTON \_\_\_\_\_ POTTER \_\_\_\_\_ CHAMPION \_\_\_\_\_ JAQUEZ \_\_\_\_\_
- A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION:  
HALL \_\_\_\_\_ TIPTON \_\_\_\_\_ POTTER \_\_\_\_\_ CHAMPION \_\_\_\_\_ JAQUEZ \_\_\_\_\_

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

II. ENDED CLOSED SESSION AT 6:15 P.M. AND RETURN TO OPEN SESSION

PRESIDED BY: *Kelly Champion*  
Kelly Champion, PRESIDENT

RECORDED BY: *CP*  
Christina Potter, CLERK

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

April 25, 2024

4:00pm

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

*Zoom videoconferencing was also available for the public.*

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**A. CALL TO ORDER**

*President KELLY CHAMPION called the meeting to order at 4:00pm.*

**B. ROLL CALL**

PRESENT:     *Area 1: Patty Hall  
Area 2: Annie Tipton (Vice President)  
Area 4: Kelly Champion (President)  
Area 5: Richard Jaquez*

ABSENT:     *Area 3: Christina Potter (Clerk)*

**C. APPROVAL OF AGENDA**

*TIPTON/HALL  
4/0*

**D. FLAG SALUTE**

**E. PUBLIC COMMENT**

*Special Meeting Agenda Items only, please.  
None*

**F. ACTION ITEMS**

1. Review of proposals for auditing services
  - a. Nigro & Nigro
  - b. SingletonAuman
  - c. RT Dennis Accountancy

*CHAMPION motioned to approve the proposal with SingletonAuman. Second by HALL.  
4/0*

**G. ADVANCED PLANNING**

1. The next Regular Joint Board Meeting will be held on May 14, 2024, 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.

**H. ADJOURN**

*CHAMPION adjourned the meeting at 4:47pm.*

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James Berardi,  
County Superintendent

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Sean Snider,  
District Superintendent

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Christina Potter, Clerk

Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00016994	04/12/2024	ALHAMBRA	11-4330	WATER SERVICE		7.98
00016995	04/12/2024	AMAZON CAPITAL SERVICES	01-4300	NURSE SUPPLIES	95.25	
			11-4300	OFFICE SUPPLIES	52.53	147.78
00016996	04/12/2024	AT&T	11-5900	PHONE		165.40
00016997	04/12/2024	BENCH-TEK SOLUTIONS	11-6200	NEW BUILDING SINKS		7,910.01
00016998	04/12/2024	DONALD BERGSTROM	01-5810	SPED/DO CLEANING	1,102.50	
			01-5899	SPED/DO CLEANING	472.50	1,575.00
00016999	04/12/2024	KELLY CHAMPION	01-5200	PER DIEM	32.77	
			01-5899	PER DIEM	32.76	65.53
00017000	04/12/2024	MICAH COHEN, MOT, OTR/L	01-5810	OCCUPATIONAL THERAPY SERVICES		2,451.20
00017001	04/12/2024	DOUBLETREE BY HILTON	01-5200	HOTEL ACCOMODATIONS		268.80
00017002	04/12/2024	EDWARDS, STEVENS AND TUCKER, LLP	01-5801	LEGAL FEES		465.00
00017003	04/12/2024	KELLI GROCK	01-5810	COUNSELING SERVICES		4,320.00
00017004	04/12/2024	HOME2 SUITES BY HILTON	01-5200	HOTEL ACCOMODATIONS		471.43
00017005	04/12/2024	INTERMOUNTAIN DISPOSAL, INC.	11-5500	GARBAGE SERVICE		268.62
00017006	04/12/2024	WENDY JACKSON	11-6200	MILEAGE		294.53
00017007	04/12/2024	JAQUEZ CUSTOM CRAFT, INC	11-6200	NEW BUILDING WORK		4,195.11
00017008	04/12/2024	KAZEN HEATING AIR AND PLUMBING	11-6200	PLUMBING CONTRACT		23,500.00
00017009	04/12/2024	LAUREN JONES BEHAVIORAL CONSULTANT	01-5810	BEHAVIORAL CONSULTANT	4,781.78	
			01-5899	BEHAVIORAL CONSULTANT	6,131.86	10,913.64
00017010	04/12/2024	LIBERTY UTILITY CA	01-5500	ELECTRICAL SERVICE	1,911.65	
			11-5500	ELECTRICAL SERVICE	522.12	2,433.77
00017011	04/12/2024	MARTIN EARTHWORKS	11-6200	SITE PREP WORK		1,900.00
00017012	04/12/2024	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571	WORKER'S COMPENSATION		12,969.50
00017013	04/12/2024	PLUMAS-SIERRA TELECOMMUNICATIONS	11-5600	BROADBAND SERVICE		109.00
00017014	04/12/2024	PRESENCELEARNING, INC.	01-5810	PRESENCE LEARNING		7,303.90
00017015	04/12/2024	UBEO WEST LLC	11-5600	COPIER/MAINTENANCE		56.91
00017016	04/12/2024	READ NATURALLY	01-4300	INSTRUCTIONAL SUPPLIES		208.71
00017017	04/12/2024	RESOLVE TECHNOLOGY GROUP, INC.	01-5810	TECHNOLOGY ASSISTANCE		5,212.50
00017018	04/12/2024	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES	394.67	
			01-5899	SHOP DEF MAINT SUPPLIES	1,028.63	1,423.30
00017019	04/12/2024	TERMINIX PROCESSING CENTER	01-5810	PEST CONTROL		193.00
00017020	04/12/2024	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	HEALTH INSURANCE	1,534.32	
			76-9576	HEALTH INSURANCE	26,029.28	27,563.60
00017021	04/12/2024	U.S. BANK VOYAGER	01-4350	FUEL EXPENSE	23.63	
			01-5200	FUEL EXPENSE	21.22	
			01-5899	FUEL EXPENSE	145.78	190.63

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.

Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00017022	04/12/2024	WPS	01-4300	PSYCHOLOGIST SUPPLIES		42.00
<b>Total Number of Checks</b>					<b>29</b>	<b>116,626.85</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	18	38,645.86
11	ADULT EDUCATION	12	38,982.21
76	Payroll Clearing	2	38,998.78
Total Number of Checks		<b>29</b>	116,626.85
Less Unpaid Sales Tax Liability			.00
<b>Net (Check Amount)</b>			<b>116,626.85</b>

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.

Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086762	04/15/2024	FOUNDATION FOR EDUCATIONAL ADMINISTRATION	01-5200	SUPERINTENDENTS SYMPOSIUM		1,198.00
00086763	04/15/2024	AMAZON CAPITAL SERVICES	01-4300	classroom supplies	36.97	
				ELOP SUPPLIES	8,284.53	
				Library Supplies	59.65	
				office supplies	971.98	
				Supplies	400.86	
			01-4320	HANDICAP SIGNS	51.38	
			01-4330	OFFICE SUPPLIES	174.77	
				staff room supplies	88.08	
			01-4400	ELOP SUPPLIES	2,344.49	12,412.71
00086764	04/15/2024	AMERIGAS	01-5540	PROPANE	18,826.62	
			01-5899	PROPANE	6,889.45	25,716.07
00086765	04/15/2024	KIMBERLY ASKEW	01-5200	HOMELESS EDUCATION CONFERENCE		282.00
00086766	04/15/2024	AT&T	01-5890	PHONE SERVICES	55.59	
			01-5899	PHONE SERVICES	25.83	
			01-5910	PHONE SERVICES	592.53	673.95
00086767	04/15/2024	BEACON RESULTS	01-5890	BOARD RETREAT		4,000.00
00086768	04/15/2024	BRADY INDUSTRIES	01-4320	Supplies		292.87
00086769	04/15/2024	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00086770	04/15/2024	KELLY CHAMPION	01-4350	REIMBURSEMENT		1,282.63
00086771	04/15/2024	CITY OF LOYALTON	01-5530	WATER AND SEWER - LOYALTON SITES	4,287.04	
			01-5899	WATER AND SEWER - LOYALTON SITES	258.11	4,545.15
00086772	04/15/2024	COMMERCIAL APPLIANCE SERVICE	13-5600	WALK IN COOLER DIAGNOSE/REPAIR		1,784.84
00086773	04/15/2024	CURRENT ELECTRIC & ALARM, INC.	01-5600	ALARM MONITORING	573.75	
			01-5899	ALARM MONITORING	26.25	600.00
00086774	04/15/2024	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530	Water		639.43
00086775	04/15/2024	EDWARDS, STEVENS AND TUCKER, LLP	01-5810	LEGAL FEES		3,446.00
00086776	04/15/2024	STEPHEN FILLO	01-4300	REIMBURSEMENT		39.55
00086777	04/15/2024	FLINN SCIENTIFIC, INC.	01-4300	Supplies		313.42
00086778	04/15/2024	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00086779	04/15/2024	KAREN HICKS	01-5200	WASC VISIT		83.08
00086780	04/15/2024	HUNT & SONS, INC.	01-5590	HEATING OIL		2,325.88
00086781	04/15/2024	K 12 MANAGEMENT DBA FUELED	01-5890	STUDENT LICENSE BLOCK/ISP COURSES		19,842.00
00086782	04/15/2024	KIWICO, INC	01-4300	ELOP SUPPLIES		33,132.25
00086783	04/15/2024	LES SCHWAB TIRE CENTER	01-4350	Vehicle Maintenance		150.34
00086784	04/15/2024	DAVID LEVIS	01-5200	WASC VISIT		188.75
00086785	04/15/2024	LIBERTY UTILITIES	01-5510	ELECTRIC - LOYALTON SITES	34,823.44	

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.



Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086785	04/15/2024	LIBERTY UTILITIES	01-5899	ELECTRIC - LOYALTON SITES	749.37	35,572.81
00086786	04/15/2024	FILIMON MARTINEZ	01-5890	REIMBURSEMENT		96.00
00086787	04/15/2024	JANET MCHENRY	01-5200	WASC VISIT		116.69
00086788	04/15/2024	MEGAN A. MESCHERY	01-5200	WASC VISIT		250.39
00086789	04/15/2024	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		775.47
00086790	04/15/2024	NORTHAM DISTRIBUTING, INC.	13-4340	CAFE FOOD/SUPPLIES	403.64	
			13-4700	CAFE FOOD/SUPPLIES	3,216.66	3,620.30
00086791	04/15/2024	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571	WORKER'S COMP		29,599.75
00086792	04/15/2024	ODP BUSINESS SOLUTIONS LLC	01-4300	office supplies	632.10	
			01-4302	office supplies	169.41	801.51
00086793	04/15/2024	SAVVAS LEARNING COMPANY LLC	01-4100	SPANISH CURRIC		346.03
00086794	04/15/2024	UBEO WEST LLC	01-5600	COPIER MAINT.	771.17	
			01-5899	COPIER MAINT.	105.47	876.64
00086795	04/15/2024	SIERRA BOOSTER	01-5890	ADVERTISEMENTS/LEGAL/PUBLIC NOTICES		297.00
00086796	04/15/2024	SIERRA COUNTY PUBLIC WORKS	01-4350	BUS TIRE	326.55	
			01-5890	SNOW REMOVAL	393.94	720.49
00086797	04/15/2024	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE		289.50
00086798	04/15/2024	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	694.65	
			01-5899	GARBAGE SERVICE	12.44	707.09
00086799	04/15/2024	SIERRA VALLEY HOME CENTER	01-4300	MISC. AG SUPPLIES	128.05	
			01-4320	MAINT. SUPPLIES	213.85	
				MAINT/CUSTODIAL SUPPLIES	107.76	449.66
00086800	04/15/2024	SOPHIA WELLISE	73-9510	2022-23 BECHEN SCHOLARSHIP		4,500.00
00086801	04/15/2024	STAPLES ADVANTAGE	01-4300	CLASSROOM INSTRUCTION		59.81
00086802	04/15/2024	SYSCO SACRAMENTO	13-4340	CAFETERIA - FOOD AND SUPPLIES	227.62	
			13-4700	CAFETERIA - FOOD AND SUPPLIES	2,831.54	3,059.16
00086803	04/15/2024	TODDLER TOWERS, INC. SIERRA KIDS	01-5890	ELOP PLANNING	1,995.00	
				ELOP PROGRAM	9,317.44	11,312.44
00086804	04/15/2024	TOWN & COUNTRY HOTEL AND CONVENTION CENTER	01-5200	HOMELESS EDUCATION CONFERENCE		564.00
00086805	04/15/2024	TRI COUNTY SCHOOLS INS. GR.	01-9535	HEALTH INSURANCE	8,109.24	
			76-9576	HEALTH INSURANCE	86,102.02	94,211.26
00086806	04/15/2024	ULTRA LINK CABLING SYSTEMS, INC	01-5890	CABLING PROJECT		9,994.25
00086807	04/15/2024	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	221.63	
			01-5900	CELL PHONE SERVICE	229.31	
			01-5910	CELL PHONE SERVICE	312.28	763.22
00086808	04/15/2024	U.S. BANK VOYAGER	01-4305	FUEL FOR ATHLETIC TRIPS	606.45	

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.

Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086808	04/15/2024	U.S. BANK VOYAGER	01-4350	FUEL FOR FFA	549.19	
			01-4351	BUS FUEL	3,073.65	
				FUEL	132.66	
				Fuel for Maintenance	137.31	4,499.26
00086809	04/15/2024	AMANDA WATTENBURG	01-5200	MILEAGE		221.10
00086810	04/15/2024	ROBERT WINTERHALTER	01-5200	WASC VISIT		467.64
<b>Total Number of Checks</b>					<b>49</b>	<b>317,320.39</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	43	187,878.85
13	Cafeteria Fund	4	9,239.77
73	Foundation Trust (Bechen)	1	4,500.00
76	Warrant/Pass Through (payroll)	2	115,701.77
Total Number of Checks		<b>49</b>	317,320.39
Less Unpaid Sales Tax Liability			.00
<b>Net (Check Amount)</b>			<b>317,320.39</b>

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.

**2024-2025 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 28, 2024.**

Sierra-Plumas Joint Unified School District/Governing Board at its May 14, 2024 meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2024-2025 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

Loyalton High School  
NAME OF SCHOOL  
Stacey Wilson Athletic Director  
NAME OF REPRESENTATIVE POSITION  
PO Box 37, 700 Fourth St Loyalton 96118  
ADDRESS CITY ZIP  
530-993-4454 530-993-4667 shood@spjUSD.org  
PHONE FAX E-MAIL

\*\*\*\*\*

Loyalton High School  
NAME OF SCHOOL  
Megan Meschery Principal  
NAME OF REPRESENTATIVE POSITION  
PO Box 37, 700 Fourth St Loyalton 96118  
ADDRESS CITY ZIP  
530-993-4454 530-993-4667 mmeschery@spjUSD.org  
PHONE FAX E-MAIL

\*\*\*\*\*

Downieville School  
NAME OF SCHOOL  
Steve Fillo Athletic Director  
NAME OF REPRESENTATIVE POSITION  
PO Box B, 130 School St Downieville 96118  
ADDRESS CITY ZIP  
530-289-3473 530-289-3693 sfillo@spjUSD.org  
PHONE FAX E-MAIL

\*\*\*\*\*

Downieville School  
NAME OF SCHOOL  
James Berardi Principal  
NAME OF REPRESENTATIVE POSITION  
PO Box B, 130 School St Downieville 96118  
ADDRESS CITY ZIP  
530-289-3473 530-289-3693 jberardi@spjUSD.org  
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Sean Snider Signature \_\_\_\_\_

Address PO Box 955, 109 Beckwith Rd City Loyalton Zip 96118

Phone 530-993-1660 FAX 530-993-0828

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
SIERRA COUNTY OFFICE OF EDUCATION  
AND  
SIERRA PLUMAS TEACHERS ASSOCIATION  
REGARDING SPECIAL TEACHING ASSIGNMENTS INCLUDING TUTORING, SUMMER SCHOOL AND ESY**

**May 8, 2024**

The Sierra Plumas Joint Unified School District along with Sierra County Office of Education and the Sierra Plumas Teacher's Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to summer school, extended school year (ESY), and tutoring positions.

As of the date of this MOU, the Parties recognize that unit members are currently compensated at their per diem hourly rate of pay for district approved tutoring work outside of the contract workday. The Parties also recognize that the current contract doesn't specifically call out the rate of pay for summer school and or extended school year (ESY) positions but agree that these positions should be compensated per the terms in Article 12 – Salary, section 12.4, Special Teaching Assignments.

The provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (CBA). The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

**The Parties agree to the following language change to Article 12.4**

**12.4 Special Teaching Assignments, Tutoring, Summer School, and Extended School Year**

~~All~~ Any unit members who provide district approved tutoring services or serve in a special ~~hourly~~ teaching assignment(s) beyond the contract day shall be paid at the bargaining unit member's per-diem hourly rate of salary, ~~effective July 1, 2018~~. In addition, unit members who teach summer school shall be paid at their per-diem hourly rate of salary.

This MOU shall not expire and shall remain in full effect until the language is incorporated into the CBA as part of the ratified 2024-25 Tentative Agreement.

**FOR THE ASSOCIATION:**

**FOR THE DISTRICT:**

**FOR THE COUNTY OFFICE OF ED:**



\_\_\_\_\_

\_\_\_\_\_

5/8/24  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 2024-2025 EXTRA DUTY ASSIGNMENTS

Position	Stipend	Personnel	Personnel	Personnel
		<i>Downieville</i>	<i>LHS</i>	<i>LES</i>
<b><u>Coaching Assignments</u></b>				
Athletic Director - Loyalton High/\$2,750 per season x3/\$8250 cap	8250 cap		Stacey Hood	
Athletic Director – Downieville/\$750 per team or \$2,250 cap	2250 cap			
Athletic Director - Loyalton Gr. TK-8	2000 per season/\$6000 cap		<del>April Burns</del>	<del>April Burns</del>
Varsity Football LHS	2250		Jeremy Miller	
Assistant Varsity Football LHS	1750		Frank Emsoff	
Varsity Basketball - Boys	2250		Joel Armstrong	
J.V. Basketball - Boys	2250			
Varsity Basketball - Girls	2250		Laurie Petterson	
J.V Basketball – Girls	2250			
7 <sup>th</sup> Grade Basketball – Boys	750			
8 <sup>th</sup> Grade Basketball – Boys	750			
7 <sup>th</sup> Grade Basketball - Girls	750			
8 <sup>th</sup> Grade Basketball – Girls	750			
7 <sup>th</sup> /8 <sup>th</sup> Gr. COED Basketball (Downieville)	1750			
Boys Baseball	2250			
Girls Softball	2250			
Varsity Volleyball - Girls	2250		Carlie Sheridan	
JV Volleyball Girls	1750			
Track	2250			
Tennis	1750			
Cheerleading Advisor per season maximum 2 seasons per year	2250		Laurie Petterson/Fall	
Golf Coach	1750		TBD	
Physical Fitness Coordinator District-wide	750		Sarah Torricelli	
Soccer	2250		Ozzie Perez	
Ski Team	1750		Cali Griffin	

# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

## CERTIFICATED PERSONNEL

### 2024-2025 Extra Duty Assignments

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

	<u>Stipend</u>	
WASC Lead		
Loyalton Maintenance year	\$1,250	Rebekah Perez
Downieville Maintenance year	\$1,250	
Site Technology Coordinator	\$1,750	
• Loyalton Elementary		Joanna Haug
• Loyalton Junior/Senior High 7-12		Sarah Torricelli
• Downieville K-12		Katrina B.
Teacher-In-Charge (per semester)	\$1,250	
• Loyalton Junior/Senior High 7-12		TBD
• Loyalton Elementary		Miranda Prakash
• Downieville K-12		TBD
SST Site Facilitator		
• Loyalton High 7-12	\$1,750	Jason Prakash
• Downieville K-12	\$1,250	
• LES K-6	\$1,750	Sonia Joy
<i>Advisor Friday Night Live Kids</i>		
• <i>Loyalton Grades K-6</i>	\$2,500	<i>Sonia Joy</i>
• <i>Downieville Grades K-6</i>	\$1,500	<i>TBD</i>
<i>Advisor Friday Night Live</i>		
• <i>Loyalton Grades 9-12</i>	\$2,500	<i>Sarah Torricelli</i>
• <i>Downieville Grades 9-12</i>	\$1,500	<i>Katrina Bosworth</i>
<i>Advisor Club Live</i>		
• <i>Loyalton Grades 7-8</i>	\$2,500	<i>Sarah Torricelli</i>
• <i>Downieville Grades 7-8</i>	\$1,250	<i>Katrina Bosworth</i>
<i>Advisor Associated Student Body-LHS</i>	\$2,500	
<i>Advisor Associated Student Body-DHS</i>	\$1,250	

# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

## RESOLUTION NO. 24-013D

### IN RECOGNITION OF OUTSTANDING SERVICE

Whereas, Erin Folchi was hired as a teacher for Sierra-Plumas Joint Unified School District in August of 1986. Erin started teaching in 2nd grade, moved around between 4th and 5th grade and then settled into 3rd grade where she finished her teaching career.

Whereas, during Erin's career as a teacher there are many memories for her that stand out. Erin took the 5th graders to Headlands, and it was always an amazing moment to watch the students play in the ocean for the first time. Another moment that stands out after teaching 3rd grade for many years is watching the joy when a 3rd grader writes their full name in cursive for the first time.

Whereas, Erin was the Friday Night Live Advisor since the inception of the program in 1995. Erin is known for taking the kids to roller kingdom, having movie afternoons, and game days. Erin selected an executive committee every year that would help lead the school in dress up days that would convey facts about the harmful use of drugs and alcohol.

Whereas, after many years of teaching in a classroom Erin had to quickly become the learner as COVID became a part of our lives. Erin learned how to use Google Classroom and teach in a whole new way through zoom. That was a learning experience for everyone.

Whereas, Erin not only taught and lead FNL but she also coached high school cheer. For all of Erin's time and hard work that she gave back to the schools and students Erin was recognized by receiving Alumni of the Year at LHS in 2012.

Whereas, after 38 years she has taught 100's of students in our district. Although she hasn't taught a grandchild yet, she has taught a child of a student that she taught years ago.

Whereas, one of the most special things to Erin was not only being able to watch her children grow up at school and be a part of their daily activities, but also being able to teach her own children.

Now therefore, be it resolved, that the Sierra-Plumas Joint Unified School District takes great pride in recognizing Erin Folchi for her distinguished service and acknowledge her commitment to education.

Dated this 14<sup>th</sup> day of May, 2024.

---

Kelly Champion, President

---

Sean Snider, Superintendent

---

Annie Tipton, Vice President

---

Christina Potter, Clerk

---

Richard Jaquez, Trustee

---

Patty Hall, Trustee



**California Schools Healthy Air, Plumbing, and Efficiency Program  
Governing Body Resolution**

**RESOLUTION NO.** 24-014D

**Resolution of**

Sierra-Plumas Joint Unified School District (SPJUSD)

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

**NOW THEREFORE, BE IT RESOLVED**, that the SPJUSD Governing Board  
*Governing Body*

authorizes Sierra-Plumas Joint Unified School District to apply for a  
*LEA Name*

grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the SPJUSD Governing Board  
*Governing Body*

the grant is (Please select one)

not a project because \_\_\_\_\_

OR

a project that is exempt under Clause 15061 (b)(3) because  
the project is question does not have a significant impact on the environment and as such it is not subject to CEQA

OR

a project and \_\_\_\_\_  
\_\_\_\_\_ document was prepared.

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the the SPJUSD Governing Board authorizes Sierra-Plumas Joint Unified School District

*Governing Body* *LEA Name*  
to accept a grant up to \$ 127,575.00 and accept all grant agreement  
*Grant Amount Requested*  
terms and conditions.

**BE IT FURTHER RESOLVED**, that Sean Snider,  
*Name of Designated LEA Official or Staff*  
\_\_\_\_\_, and \_\_\_\_\_,

*Name of Designated LEA Official or Staff* \_\_\_\_\_ *Name of Designated LEA Official or Staff* \_\_\_\_\_  
are hereby authorized and empowered to execute in the name of  
Sierra-Plumas Joint Unified School District all necessary documents to implement and  
*LEA Name*

carry out the purpose of this resolution, and to undertake all actions necessary to  
undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 14th day of May, 2024.  
*Month* *Year*

Governing Body Representatives:

- Patty Hall \_\_\_\_\_
- Annie Tipton \_\_\_\_\_
- Christina Potter \_\_\_\_\_
- Kelly Champion \_\_\_\_\_
- Richard Jaquez \_\_\_\_\_



RECIPIENT  <b>Sierra-Plumas Joint Unified</b>	AGREEMENT NUMBER  <b>23R5PA1171</b>
ADDRESS Sean Snider PO Box 955 Loyalton, CA 96118	AGREEMENT TERM <p style="text-align: center;"><b>Ends 24 months after Effective Date</b></p> The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

**PROJECT DESCRIPTION**

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

EIMBURSABLE AMOUNT  <b>\$127,575.00</b>
Total of REIMBURSABLE AMOUNT  <b>\$127,575.00</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

<b>CALIFORNIA ENERGY COMMISSION</b>		<b>RECIPIENT</b>	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME <b>Adrienne Winuk</b>		NAME	
TITLE <b>Contracts, Grants, and Loans Office Manager</b>		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS			

**EXHIBIT A  
Scope of Work**

**Sierra-Plumas Joint Unified 4670177000000**

**Total Number of Sites 2**

**Site Name**

Downieville Junior-Senior High  
Downieville Elementary

**CDS Code**

46701774632303  
46701776050611

**Downieville Junior-Senior High**

**Appliance/Fixture**

Interior Faucet

Toilet

Urinal

**Unit Count**

1

10

5

**Downieville Elementary**

**Appliance/Fixture**

Interior Faucet

Toilet

**Unit Count**

1

2

**EXHIBIT B  
Budget**

**Sierra-Plumas Joint Unified 46701770000000**

**Total Requested Amount  
\$127,575.00**

**Site Name**

Downieville Junior-Senior High  
Downieville Elementary

**Requested Amount**

\$110,777.00  
\$16,798.00

**Downieville Junior-Senior High**

**Appliance/Fixture**

Interior Faucet  
Toilet  
Urinal

**Requested Amount**

\$5,544.00  
\$75,474.00  
\$29,759.00

**Downieville Elementary**

**Appliance/Fixture**

Interior Faucet  
Toilet

**Requested Amount**

\$4,642.00  
\$12,156.00

**Total Grant Award**

Initial Payment  
Final Payment

\$127,575.00  
\$63,787.50  
\$63,787.50

## **EXHIBIT C Contacts**

### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C Contacts**

### **LEA Contact (Primary)**

**Name**

**Address**

**City, State, Zip**

**E-mail**

### **LEA Contact (Alternate)**

**Name**

**Address**

**City, State, Zip**

**E-mail**

### **LEA Contact (Alternate)**

**Name**

**Address**

**City, State, Zip**

**E-mail**

## EXHIBIT D

### CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to replace noncompliant plumbing fixtures and appliances. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Plumbing Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE plumbing program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur within the Agreement term specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Plumbing Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### 3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### 5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Plumbing Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section H, Ineligible Costs, of the CalSHAPE Plumbing Program Commission Guidelines.

- 3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Plumbing Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

- i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission’s performance of this Agreement at the Commission’s option, and will be at the Recipient’s sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient’s budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.



f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. **Audit Cost**

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. **Match or Cost Share**

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

**12. Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

**13. Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

**14. Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. **Compliance.** Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. **Canceling a Stop Work Order.** The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

## **16. Termination**

### **a. Purpose**

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

### **b. With Cause**

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

### **c. Without Cause**

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

## **17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

## **18. Reserved**

## **19. Reserved**

## **20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient’s performance under this Agreement.

## **21. Reserved**

## **22. General Provisions**

- a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
  - d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

**23. *Certifications and Compliance***

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and



- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved**

**25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.

- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. “Equipment” includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation’s discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

Town & Country Flooring  
P.O. Box 10042  
Truckee CA 96162  
530 582-4380  
robreuter@att.net

DATE	ESTIMATE NO.
5/10/2024	01042017-44

Sierra-Plumas JUSD  
Loyalton CA 96118

CA AB 2398- .05 on every yard of carpet

Project

ITEM	DESCRIPTION	QTY	COST	TOTAL
Mat/Labor - LSC	Elementary School Supply and install / Tarkett Color Spectrum II	546	45.80	25,006.80
Freight - LSC	Freight - Contract		1,092.00	1,092.00
Mat/Labor - LSC	Supply and instal 4" rubber base.	447	4.84	2,163.48
Mat/Labor - LSC	Pull-up and remove existing glue down carpet	546	8.50	4,641.00
Mat/Labor - LSC	High School Supply and install / Tarkett Color Spectrum II	260	45.80	11,908.00
Freight - LSC	Freight - Contract		520.00	520.00
Mat/Labor - LSC	Pull-up and remove existing glue down carpet	260	8.50	2,210.00
Mat/Labor - LSC	Supply and instal 4" rubber base.	276	4.84	1,335.84
AB2398	CA Stewardship Assessment surcharge	806	0.68	548.08
	AB 2398 CA Carpet Stewardship Law Supports carpet recycling in California			
<b>TOTAL</b>				\$49,425.20

# Youngs Carpet One

330 Idaho Maryland Rd.  
Grass Valley, CA 95945  
530-273-5568, Fax 530-273-1849  
SCL# 622809

## Proposal

Order No. \_\_\_\_\_

Order Name Downieville

Salesperson Chuck Lackey

Order Date \_\_\_\_\_

Sold To:

Ship To:

**Customer** Plumas-Sierra County School District

**Customer** Downieville School

**Address** 109 Beckwith Rd.

**Job Address** 130 School St

**City** Loyalton, CA 96118

**Job City** Downieville

**Phone** 530-993-1660

**Job Phone** 530-608-0805 Sean Snider

Youngs Carpet One to furnish and install Tarkett Color Spectrum II 6' broadloom carpet color: TBD , glued down in classroom 6 and Student's Lounge with new 4.5" Roppe rubber cove base at perimeter walls.

Labor Includes: removal and disposal of existing carpet and cove base  
installation of new carpet and cove base  
installation of new black rubber transitions as necessary

Project duration: approx. 2-3 days

Prevailing Wage Project DIR# 1000011575

Excludes: moving of any furniture or electronics

removal or disposal of any hazardous materials

major subfloor preparation

moisture mitigation or remediation

work during premium hours or holidays

**Order Total: \$12,500.00**

# Youngs Carpet One

330 Idaho Maryland Rd.  
Grass Valley, CA 95945  
530-273-5568, Fax 530-273-1849  
SCL# 622809

# Proposal

Order No. \_\_\_\_\_

Order Name Loyalton Elementary

Salesperson Chuck Lackey

Order Date \_\_\_\_\_

Sold To:

Ship To:

**Customer** Plumas-Sierra County School District

**Customer** Loyalton Elementary School

**Address** 109 Beckwith Rd.

**Job Address** 111 Beckwith

**City** Loyalton, CA 96118

**Job City** Loyalton, CA 96118

**Phone** 530-993-1660

**Job Phone** 530-608-0805 Sean Snyder

Youngs Carpet One to furnish and install Tarkett Color Spectrum II 6' broadloom carpet color: TBD , glued down in the multi purpose room with new 4.5" Roppe rubber cove base at perimeter walls.

Labor Includes: removal and disposal of existing carpet and cove base  
installation of new carpet and cove base  
installation of new black rubber transitions

Project duration: approx. 3 days

Prevailing Wage Project DIR# 1000011575

Excludes: moving of any furniture or electronics

removal or disposal of any hazardous materials

major subfloor preparation

moisture mitigation or remediation

work during premium hours or holidays

**Order Total: \$23,520.00**

# Youngs Carpet One

330 Idaho Maryland Rd.  
Grass Valley, CA 95945  
530-273-5568, Fax 530-273-1849  
SCL# 622809

# Proposal

Order No. \_\_\_\_\_

Order Name Loyalton Elementary

Salesperson Chuck Lackey

Order Date \_\_\_\_\_

Sold To:

Ship To:

**Customer** Plumas-Sierra County School District

**Customer** Loyalton Elementary School

**Address** 109 Beckwith Rd.

**Job Address** 111 Beckwith

**City** Loyalton, CA 96118

**Job City** Loyalton, CA 96118

**Phone** 530-993-1660

**Job Phone** 530-608-0805 Sean Snyder

Youngs Carpet One to furnish and install Tarkett Color Spectrum II 6' broadloom carpet color: TBD , glued down in the front office, teacher's lounge and Principal's office with new 4.5" Roppe rubber cove base at perimeter walls.

Labor Includes: removal and disposal of existing carpet and cove base  
installation of new carpet and cove base  
installation of new black rubber transitions as necessary

Project duration: Approx. 2-3 days

Prevailing Wage Project DIR# 1000011575

Excludes: moving of any furniture or electronics

removal or disposal of any hazardous materials

major subfloor preparation

moisture mitigation or remediation

work during premium hours or holidays

**Order Total: \$10,600.00**

# Youngs Carpet One

330 Idaho Maryland Rd.  
Grass Valley, CA 95945  
530-273-5568, Fax 530-273-1849  
SCL# 622809

# Proposal

Order No. \_\_\_\_\_

Order Name Loyalton Special Ed

Salesperson Chuck Lackey

Order Date \_\_\_\_\_

Sold To:

Ship To:

**Customer** Plumas-Sierra County School District

**Customer** Loyalton Elementary Special Ed

**Address** 109 Beckwith Rd.

**Job Address** 130 School St

**City** Loyalton, CA 96118

**Job City** Downieville

**Phone** 530-993-1660

**Job Phone** 530-608-0805 Sean Snider

Youngs Carpet One to furnish and install Tarkett Color Spectrum II 6' broadloom carpet color: TBD , glued down in three areas within the Special Education wing with new 4.5" Roppe rubber cove base at perimeter walls.

Labor Includes: removal and disposal of existing carpet and cove base  
installation of new carpet and cove base  
installation of new black rubber transitions as necessary

Project duration: approx. 2.5 - 3 days

Prevailing Wage Project DIR# 1000011575

Excludes: moving of any furniture or electronics

removal or disposal of any hazardous materials

major subfloor preparation

moisture mitigation or remediation

work during premium hours or holidays

**Order Total: \$14,150.00**

# Youngs Carpet One

330 Idaho Maryland Rd.  
Grass Valley, CA 95945  
530-273-5568, Fax 530-273-1849  
SCL# 622809

# Proposal

Order No. \_\_\_\_\_

Order Name Classrooms 5 & 7

Salesperson Chuck Lackey

Order Date \_\_\_\_\_

Sold To:

Ship To:

**Customer** Plumas-Sierra County School District

**Customer** Loyalton High School

**Address** 109 Beckwith Rd.

**Job Address** 700 4th St

**City** Loyalton, CA 96118

**Job City** Loyalton, CA 96118

**Phone** 530-993-1660

**Job Phone** 530-608-0805 Sean Snyder

Youngs Carpet One to furnish and install Tarkett Color Spectrum II 6' broadloom carpet color: TBD , glued down in classrooms 5 and 7 with new 4.5" Roppe rubber cove base at perimeter walls.

Labor Includes: removal and disposal of existing carpet and cove base  
installation of new carpet and cove base  
installation of new black rubber transitions as necessary

Project duration: approx. 3 days

Prevailing Wage Project DIR# 1000011575

Excludes: moving of any furniture or electronics

removal or disposal of any hazardous materials

major subfloor preparation

moisture mitigation or remediation

work during premium hours or holidays

**Order Total: \$20,550.00**



# ESTIMATE

**Bertagnoli Paving**  
P.O. Box 61  
Sierraville, CA 96126

bertagnollipaving@gmail.com  
(530) 994-3209  
www.bertagnollipaving.com

## Superintendent - SPJUSD

**Bill to**  
Sean Snider  
Superintendent - Sierra Plumas Joint  
Unified School District  
\* PO Box 955  
109 Beckwith Street  
Loyalton, CA 96118

**Ship to**  
Sean Snider  
Superintendent - Sierra Plumas Joint  
Unified School District  
700- 4th Street  
Loyalton, CA 96118

### Estimate details

Estimate no.: 1372  
Estimate date: 05/10/2024  
Expiration date: 06/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Sealing</b>	For Sealing of Loyalton Elementary School Playground - Rout cracks 1/4" and wider in non-alligatored areas and pressure fill with hot rubberized crack sealant, top off previously filled cracks as needed.  Clean and prepare surgace and squeegee apply (2) coats of Reed & Graham's Over Kote asphalt sealer to parking lot & re-stripe.	1	\$20,630.00	\$20,630.00

### Note to customer

If acceptable please sign, date and return copy.

# ESTIMATE

**Bertagnoli Paving**  
P.O. Box 61  
Sierraville, CA 96126

bertagnollipaving@gmail.com  
(530) 994-3209  
www.bertagnollipaving.com

## Superintendent - SPJUSD

### Bill to

Sean Snider  
Superintendent - Sierra Plumas Joint  
Unified School District  
\* PO Box 955  
109 Beckwith Street  
Loyalton, CA 96118

### Ship to

Sean Snider  
Superintendent - Sierra Plumas Joint  
Unified School District  
700- 4th Street  
Loyalton, CA 96118

### Estimate details

Estimate no.: 1373  
Estimate date: 05/10/2024  
Expiration date: 06/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Sealing</b>	For sealing at Loyalton Elem. School Connection Road from LES to LHS including Parking Lot @ LES  Rout cracks 1/4" and wider in non-alligatored area and pressure fill with hot rubberized crack sealant, top off previously filled cracks as needed. Clean and prepare surface and squeegee apply (2) coast of Reed and Graham's Over Kote asphalt sealer to parking lot and re-stripe.	1	\$14,928.00	\$14,928.00

### Note to customer

If acceptable please sign, date and return copy.

## CSBA POLICY GUIDE SHEET – April 09, 2024

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.

### **POSTPONED—Board Policy 3400 - Management of District Assets/Accounts**

Policy updated to reflect **NEW LAW (SB 1439, 2022)** related to conflict of interest from campaign contributions and existing conflict of interest provisions by providing that Governing Board members and district employees involved in the making of contracts on behalf of the district comply with the district's conflict of interest policy as specified in Board Bylaw 9270 - Conflict of Interest. Policy also updated to direct the Superintendent to submit reports of the district's financial status to the Board, in accordance with Board Policy and Administrative Regulation 3460 - Financial Reports and Accountability, and develop additional internal controls to strengthen fraud prevention.

### **Approved April 09, 2024—Board Policy 5116.2 - Involuntary Student Transfers**

Policy updated to clarify that the policy only addresses involuntary transfers to other schools within the district, add that the determination of where to transfer a student who is the subject of involuntary transfer include a review of the programs to which the student may be involuntarily transferred, provide that the Superintendent or designee ensure that involuntary transfers are made in a nondiscriminatory manner, and reflect **NEW CALIFORNIA DEPARTMENT OF EDUCATION GUIDANCE** regarding legal requirements and recommended best practices governing voluntary and involuntary students transfers. Policy also updated to clarify requirements for an involuntary transfer of a student who has been convicted of a violent felony or a misdemeanor associated with possession of a firearm, an involuntary transfer to a continuation education program or class within the district, or an involuntary transfer to a community day school within the district. Additionally, policy updated to include information regarding notice and disclosure requirements.

### **POSTPONED—Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions**

Policy updated to reflect **NEW LAW (AB 1283, 2023)** which authorizes districts to provide emergency stock albuterol inhalers to school nurses or trained personnel who have volunteered, who may use the inhaler to provide emergency medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress, and **NEW LAW (AB 1722, 2023)** which authorizes districts to hire a licensed vocational nurse following Governing Board approval that a diligent search was conducted for a credentialed school nurse.

### **POSTPONED—Board Policy 6142.8 - Comprehensive Health Education**

Policy updated to reflect **NEW U.S. SURGEON GENERAL GUIDANCE** related to (1) the importance of social connection in individual and societal health and well-being, and (2) the impact of social media on children and adolescents. Policy also updated to include the requirement that if districts offer health education courses to middle or high school students the course must include mental health instruction.

### **POSTPONED—Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities**

Policy updated to reflect **NEW LAW (SB 114, 2023)** and **NEW LAW (SB 141, 2023)** which (1) specifies that the exemption for a student with a disability from all coursework and other requirements adopted by the Board that are in addition to statewide course requirements applies to a student with a disability who entered 9th grade in the 2022-23 school year, (2) revises the eligibility criteria for the exemption, and (3) provides that participation in graduation activities by a student with a disability who is exempted from district-adopted graduation requirements that are in addition to the statewide course requirements may not be construed as a termination of the district's responsibility to provide a free appropriate public education unless the student's individualized education program team has determined that the student has completed the high school experience.



**Board Policy Manual**

**Sierra-Plumas Joint Unified School District & Sierra County Office of Education**

**Business and Noninstructional Operations**

**Policy 3400: Management Of District Assets/Accounts**

CSBA NOTE: The following policy is optional and should be revised to reflect district practice. Since the management of district assets and accounts is dependent on reliable financial reports, the Governing Board expects 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 Governing Board~~The Board of Education expects all~~ recognizes its fiduciary responsibility to effectively manage and safeguard the district's assets and resources in order to help achieve the district's goals for student learning. The Superintendent or designee shall establish and maintain an accurate, efficient financial management system that enhances the district's ability to meet its fiscal obligations, produces reliable financial reports, and complies with laws, regulations, policies, and procedures. The Superintendent or designee shall ensure that the district's accounting system provides ongoing internal controls and meets generally accepted accounting standards as specified by the California Department of Education and, as appropriate, the Governmental Accounting Standards Board (GASB). When required by law or as directed by the Board, and in accordance with Board Policy and Administrative Regulation 3460 - Financial Reports and Accountability, the Superintendent or designee shall submit to the Board reports of the district's financial status.

Capital Assets

CSBA NOTE: Statement #34 from GASB requires that districts determine an appropriate capitalization threshold and identify and value capital assets. CDE recommends, for most districts, a capitalization threshold that includes a unit acquisition cost criterion of at least \$5,000, although a lower threshold may be necessary for small districts and higher threshold for larger districts. For more information regarding Statement #34, see, "FAQs regarding Government Accounting Standards Board (GASB) 34," available on CDE's website. The following optional paragraph establishes a \$5,000 capitalization threshold consistent with CDE's recommendation. The district should revise the following paragraph if it has established a different threshold.

The Superintendent or designee shall develop a system to accurately identify and value district assets in order to help ensure financial accountability and to minimize the risk of loss or misuse. District assets with a useful life of more than one year and an initial acquisition cost of \$5,000 or more shall be considered capital assets. The Superintendent or designee shall determine the estimated useful life of each capital asset and shall calculate and report the estimated loss of value or depreciation during each accounting period for all capital assets.

Internal Controls/Fraud Prevention

CSBA NOTE: Internal controls are defined as safeguards that are in place to provide assurance regarding the effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations. Internal controls are checks and balances to help prevent fraud, waste, and abuse.

The following section contains recommendations by auditors of internal control policies and procedures and should be modified to reflect district practice.

The Board expects Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with the district to act with integrity and due diligence in ~~duties~~dealings involving the district's assets and fiscal resources.

CSBA NOTE: When entering into a contract, a 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. Pursuant to Government Code 1090, Board members, district employees, and consultants are prohibited from having a financial interest in any contract made by the Board on behalf of the district. See BP 3312 - Contracts and BB 9270 - Conflicts of Interest.

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.

The Superintendent or designee shall develop internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the district-, assist with effective and efficient operation of the district, produce reliable financial information, and ensure compliance with all applicable laws and regulations. These internal controls may include, but are not limited to, segregating and monitoring employee duties relating to authorization, custody of assets, and recording or reporting of transactions; providing detailed, written job descriptions explaining the segregation of functions; adopting an integrated financial system; developing timely reconciliations of budgets, ledgers, and accounts; conducting background checks on business office employees; and requiring continuous in- service training for business office staff and board members on the importance of fraud prevention, financial management, budget, and governance.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to ~~his/her~~the employee's immediate supervisor and/or the Superintendent or designee. In addition, the Superintendent or designee shall establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity.-

The Superintendent or designee shall have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, the district's auditors, the Fiscal Crisis and Management Assistance Team (FCMAT), law enforcement agencies, or other governmental entities, as appropriate.-

The Superintendent or designee shall provide regular reports to the Board on the status of the district's internal control procedures and recommend any necessary revisions to related Board policies or administrative regulations.

SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
Policy adopted: April 10, 2007  
revised: June 10, 2008  
revised: ??, 2024

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

**Students****Policy 5141.21: Administering Medication And Monitoring Health Conditions**

CSBA NOTE: The following optional policy and accompanying administrative regulation apply to the administration of medication to students pursuant to Education Code 49414, 49414.1, 49414.3, 49414.5, 49414.7, 49414.8, 49423, 49423.1 and 49468-49468.5 and the permissive guidelines in 5 CCR 600-611. This policy and regulation do not address situations in which a district might be engaged in a collaborative arrangement with another entity for the provision of school health services to students; see BP/AR 5141.6 - School Health Services.

~~The Governing Board~~The Board of Education believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

CSBA NOTE: 5 CCR 604 authorizes a parent/guardian to administer medication to a child or designate an individual to administer the medication, as specified below. In addition, California law allows students to carry and self-administer medication needed for the treatment or management of certain medical conditions, when the district has received a written request from the student's parent/guardian and written authorization from the student's authorized health care provider, as specified in the accompanying administrative regulation. Students have legal authorization to self-administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine for anaphylactic reactions pursuant to Education Code 49423, and inhaled asthma medication pursuant to Education Code 49423.1. Pursuant to 5 CCR 605, districts may choose to allow students to carry and self-administer other types of medication beyond those specifically authorized by the Education Code.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction.- (Education Code 49414)

CSBA NOTE: The following paragraph is optional. The district is authorized, but not required, to make certain medications available on its school sites for providing emergency medical aid to students. For example, pursuant to Education Code 49414.3 and, as added by AB 1283 (Ch. 574, Statutes of 2023), Education Code 49414.7, the district is permitted to make emergency naloxone hydrochloride or other opioid antagonist and emergency stock albuterol inhalers available at its schools, for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from opioid overdose or respiratory distress. The following paragraph may be revised to specify medications that the district, in its discretion, has chosen to stock for use on its school sites. In choosing to make such medications available, the district should be aware of the possibility of increased liability and should consult CSBA's District and County Office of Education Legal Services or district legal counsel accordingly.

In accordance with law, the Superintendent or designee may make naloxone hydrochloride or another opioid antagonist and stock albuterol inhalers available at each school for providing emergency medical aid to any person suffering or reasonably believed to be suffering from opioid overdose or respiratory distress. (Education Code 49414.3, 49414.7)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

CSBA NOTE: The following optional paragraph applies to all districts and may be revised to reflect district practice. The U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak or public disaster. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan and BP/AR 5141.22 - Infectious Diseases.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

#### Administration of Medication by School Personnel

CSBA NOTE: Various provisions of state law allow districts to train nonmedical district employees (i.e., those who do not possess a medical license) to provide medical assistance to students at school when a credentialed school nurse or other licensed individual is unavailable. For example, Education Code 49414, 49414.3, 49414.5, 49414.7, 49414.8, 49423, 49423.1, and 49468.2 specifically authorize the use of trained, unlicensed school employees to administer medications to students suffering from allergic reactions, opioid overdose, severe hypoglycemia, respiratory distress, asthma, or seizures. Moreover, in American Nurses Association v. Torlakson, the California Supreme Court held that, as with other prescription medications, state law permits trained, unlicensed school personnel to administer insulin to students where a physician has determined that unlicensed school personnel may safely and appropriately administer the medication. The medication must be administered in accordance with a written health care provider statement and parental consent. Education Code 49426.5, as added by AB 1722 (Ch. 853, Statutes of 2023), authorizes the district to hire a licensed vocational nurse following Board approval that a diligent search was conducted for a credentialed school nurse. Upon hiring a licensed vocational nurse, the district is required to certify to the California Department of Education that a search was properly conducted. A hired vocational nurse is required to be supervised by a credentialed school nurse employed as a school nurse at the district or at another local educational agency.

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

~~The Superintendent, designee, or any volunteer trained staff member shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose (Education Code 49414.3). School staff may offer to volunteer, but shall not be required, to administer naloxone hydrochloride or other opioid antagonists, and may rescind their offer at any time. The Superintendent or designee shall send annual notices prescribed by statute to staff, obtain required prescriptions, and train and distribute Narcan kits to staff and replace kit(s) that are used or expired. Volunteer personnel trained to administer naloxone hydrochloride or another opioid antagonist shall be provided defense and indemnification as required by Education Code section 49414.3 (i).~~



The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

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

Policy adopted: April 10, 2007

revised: April 13, 2010

revised: June 14, 2011

revised: May 8, 2012

revised: March 11, 2014

revised: February 14, 2017

revised: January 14, 2020

revised: November 14, 2023

revised: ??, 2024



**Board Policy Manual**  
**Sierra-Plumas Joint Unified School District & Sierra County Office of Education**

**Instruction**

**Policy 6142.8: Comprehensive Health Education**

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

The U.S. Surgeon General's 2023 advisory, "Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Healing Effects of Social Connection and Community," emphasizes the critical role that social connection plays in individual and societal health and well-being, and provides recommendations for how to address the consequences when there is a lack of social connection. Because schools play an important role in facilitating positive social connection, the advisory includes specific actions districts can implement, which include (1) developing a strategic plan for school connectedness and social skills with benchmark tracking, (2) building social connection into the health curriculum, (3) implementing socially based educational techniques, and (4) creating a supportive school environment.

In its 2023 advisory, "Social Media and Youth Mental Health," the U.S. Surgeon General describes the positive and negative impacts of social media on children and adolescents, including the impact on mental health and well-being, and recommends that schools develop, implement, and evaluate digital and media literacy curriculum to provide students and staff with the skills to strengthen digital resilience.

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students.- The district's health education program shall be part of a coordinated school health system which recognizes that mental health and social connection are critical to student's overall health, well-being, and academic success, supports the physical, mental, and social well-being of students, reflects the importance of digital and media literacy, and is linked to district and community services and resources.

CSBA NOTE: 42 USC 1758b requires each district participating in the National School Lunch program (42 USC 1751-1769j) or any program in the Child Nutrition Act of 1966 (42 USC 1771-1793), including the School Breakfast Program, to adopt a districtwide school wellness policy, which includes goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. See BP 5030 - Student Wellness for language fulfilling this mandate.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

CSBA NOTE: Education Code 51925 requires districts that offer health education courses to middle or high school students to include mental health instruction, as specified. For more information on the requirements of mental health instruction, see the accompanying administrative regulation and AR 6143 - Courses of Study.

Any health education course offered to middle or high school students shall include instruction in mental health that meets the requirements of Education Code 51925-51926, and as specified in Administrative Regulation 6143 - Courses of Study.

CSBA NOTE: The following optional paragraph should be revised as necessary to reflect grade levels offered by the district. Education Code 51210 requires that the adopted course of study for grades 1-6 include instruction in health, including instruction in the principles and practices of individual, family, and community health. Education Code 51202 requires that certain health-related topics be addressed at the appropriate elementary and secondary grade levels and in appropriate subject areas, as determined by the district.

Education Code 51934 requires that districts provide comprehensive sexual health education and HIV prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934. See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Additionally, Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by the State Board of Education (SBE), provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

The California Department of Education's publication, "Health Education Framework for California Public Schools, Kindergarten through Grade Twelve," provides nonprescriptive instructional guidance and support to California teachers, administrators, curriculum specialists, other educators, and school boards for implementation of the voluntary health education standards, which include the following six content areas: nutrition and physical activity; growth, development, and sexual health; injury prevention and safety; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health.

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 51890 defines a "comprehensive health education program" as one that includes community participation in the teaching of health, including classroom participation by practicing professional health and safety personnel in the community. Education Code 51891 defines "community participation" as active participation in the planning, implementation, and evaluation of comprehensive health education by parents/guardians, practicing health care and public safety personnel, and public and private health care and service agencies.

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program.- Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

CSBA NOTE: The following optional paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
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revised: ??, 2024



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

**Instruction****Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities**

CSBA NOTE: The following optional policy is for use by districts that maintain high schools and should be modified to reflect district practice.

Pursuant to Education Code 56345 and 34 CFR 300.320, the individualized education program (IEP) for each student with a disability must contain a statement of measurable annual goals that would enable the student to progress in the general education curriculum, a statement regarding any accommodations necessary to measure the student's performance on state and district assessments, and any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation; see AR 6159 - Individualized Education Program for a detailed listing of the required contents of the IEP.

Pursuant to Education Code 60900.2, as added by AB 1340 (Ch. 576, Statutes of 2023), and contingent upon funding for these purposes, the California Department of Education is required, on or before January 1, 2025, to report on its website statewide four and five year cohort graduation rates for students with disabilities disaggregated by the identified disability or disabilities as listed in 34 CFR 300.8.

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

#### Exemption from District-Established Graduation Requirements

CSBA NOTE: Pursuant to Education Code 51225.31, as amended by SB 114 (Ch. 48, Statutes of 2023) and SB 141 (Ch. 194, Statutes of 2023), districts are required to exempt an eligible student with a disability, that entered the ninth grade in the 2022-23 school year and later, from all coursework and other requirements adopted by the Governing Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below.

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 - High School Graduation Requirements. However, a student with a disability that entered the ninth grade in the 2022-23 school year and later may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

1. That the student is eligible to take the alternate assessment ~~aligned to alternate achievement standards in grade 11~~ as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

~~Prior to the beginning of grade 10, the IEP team for each student with a disability shall determine whether the student is eligible for the exemption, and if so, notify the student's parent/guardian of the exemption. (Education Code 51225.31)~~

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

CSBA NOTE: Pursuant to Education Code 51225.31, as amended by SB 114, participation in graduation activities by a student with a disability who is exempted from district-adopted graduation requirements that are in addition to the statewide course requirements specified in Education Code 51225.3, may not be construed as termination of the provision of the district's responsibility to provide a free appropriate public education, unless the student's IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience.

The district's responsibility to provide FAPE shall not terminate when a student with a disability who is exempted from district-adopted graduation requirements participates in graduation activities unless the student's IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education code 51225.31)

#### Certificate of Educational Achievement or Completion

CSBA NOTE: Education Code 56390-56392 authorize a district to award a certificate of educational achievement to a student with a disability who meets the criteria specified below. Pursuant to Education Code 56391, a student who meets the criteria is eligible to participate in any graduation ceremony/activity in which a student of similar age without a disability would be eligible to participate. However, Education Code 56391 provides that the right to participate in graduation ceremonies does not equate a certificate or document of educational achievement with a regular diploma.

Instead of a high school diploma, a student with a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services

A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

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

**Sierra-Plumas Joint Unified School District & Sierra County Office of Education**

**Administration**

**Policy 2140: Evaluation Of The Superintendent**

The ~~Board of Education~~Governing Board recognizes its responsibility to establish an evaluation system that enables a fair assessment of the Superintendent's effectiveness in leading the district toward established goals, serves to support his/her continued growth in leadership and management skills, and provides a basis for Board decisions regarding contract extension and compensation. The Board shall annually conduct a formal evaluation of the Superintendent's performance and may provide additional opportunities throughout the year to review the Superintendent's progress toward meeting established goals.

The Board shall determine, with the Superintendent's input, the criteria, schedule, method(s), and instrument(s) to be used for the Superintendent's evaluation. Evaluation criteria shall include, but are not limited to, district goals and success indicators; educational, management, and community leadership skills; and the Superintendent's professional relationship with the Board.

Prior to the evaluation, the Superintendent shall provide to the Board for its review a report of progress toward district goals, the Superintendent's self-appraisal of accomplishments and performance, and a statement of actions taken to address any Board recommendations from the previous evaluation. The Superintendent shall present a completed list of annual accomplishments to the Board in Open Session during the May Board meeting.

The Superintendent Evaluation "Staff Feedback Form" shall be distributed to specified staff (Principals and District Office Staff) on or around April 1 each year. The forms shall be returned via sealed envelope to the Board President or designee no later than May 1.

On or before May 1 the Board President or designee shall distribute the Superintendent Evaluation Form to each Board member. Each member shall independently evaluate the Superintendent's performance based upon the evaluation criteria, after which the Board shall produce a single document that integrates the individual evaluations and represents the consensus of the Board.

During a Closed Session held at the May meeting (or in the month of May) the Board President or designee shall open the sealed envelopes containing the Superintendent "Staff Feedback" forms to read and discuss. Board members shall also discuss their individual evaluations and combine them into one formal evaluation to be presented to the Superintendent during the month of June.

~~Each Board member shall independently evaluate the Superintendent's performance based upon the evaluation criteria, after which the Board shall produce a single document that integrates the individual evaluations and represents the consensus of the Board.~~

The evaluation shall provide commendations in areas of strength and achievement and recommendations for improving effectiveness in any areas of need, concern, or unsatisfactory performance.

The Board shall meet in closed session with the Superintendent to discuss the evaluation. (Government Code 54957)

At this meeting, the Superintendent shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional information regarding his/her performance or district progress.

The discussion shall include the establishment of performance goals for the next year and may identify professional development opportunities for the Superintendent and/or the entire governance team to address areas of concern, strengthen the relationship between the Superintendent and Board, or enhance the Superintendent's knowledge of current educational issues and leadership and management skills.

After the Board and Superintendent have discussed the evaluation, the Board president and Superintendent shall sign the evaluation and it shall be placed in the Superintendent's personnel file. The evaluation, including personal performance goals, shall be confidential to the extent permitted by law.

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

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## CSBA POLICY GUIDE SHEET – May 14, 2024

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 6146.1 - High School Graduation Requirements**

Policy updated to reflect **NEW LAW (AB 714, 2023)** which changes "students participating in a newcomer program" to "newcomer students" for purposes of exemptions from district-adopted graduation requirements, and **NEW LAW (SB 114, 2023)** and **NEW LAW (SB 141, 2023)** which (1) specifies that the exemption for a student with a disability from all coursework and other requirements adopted by the Board that are in addition to statewide course requirements applies to a student with a disability who entered 9th grade in the 2022-23 school year, (2) revises the eligibility criteria for the exemption, and (3) provides that participation in graduation activities by a student with a disability who is exempted from district-adopted graduation requirements that are in addition to the statewide course requirements may not be construed as a termination of the district's responsibility to provide a free appropriate public education unless the student's individualized education program team has determined that the student has completed the high school experience. Policy also updated to add to the list of permissible retroactive diplomas a former member of the military who is a resident of California and received an honorable discharge, or, a current member of the military who is a resident of California and was a resident of California when entered the military.

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

**Instruction****Policy 6146.1: High School Graduation Requirements**

CSBA NOTE: The following policy is for use by districts that maintain grades 9-12.

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

## Course Requirements

CSBA NOTE: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in Items #1-7 below.

Pursuant to Education Code 66204, each district that maintains a high school is required to develop a process for submitting courses to the University of California (UC) to review and certify that they align with the "A-G" course requirements for college admission.

~~To~~ The minimum requirements to obtain a high school diploma in the state of California are as follows. Students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. ~~Four~~ Three courses in English (Education Code 51225.3)
2. ~~Three~~ Two courses in mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

CSBA NOTE: The following paragraph is for districts that require more than two mathematics courses for high school graduation. Pursuant to Education Code 51225.3 and 51225.35, a district that requires more than two courses in mathematics may award up to one mathematics course credit for an approved computer science course. Any such course must have been approved by UC as a "category C" (mathematics) course in the university's "A-G" course admission criteria; see BP 6143 - Courses of Study.

Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
4. Three courses in social studies, including United States (U.S.) history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 185 (Ch. 571, Statutes of 2022), the option to authorize the completion of a course in career technical education (CTE) in lieu of the visual or performing arts or world language course requirement for high school graduation, which authority was deleted by AB 101 (Ch. 661, Statutes of 2021), has been restored until July 1, 2028.

- 4.5. One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

- 2.6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

CSBA NOTE: Pursuant to Education Code 51225.3, beginning with the 2025-26 school year, the district is required to offer students in grades 9 to 12 a one-semester course in ethnic studies and beginning with the 2029-30 school year, a student is required to complete a one-semester course in ethnic studies, as specified, in order to graduate from high school. At its discretion, a district may require a full-year course. Districts that require a full-year course should revise Item #7 accordingly.

- 3.7. Beginning with the ~~class of 2029-30 school year~~, a one-semester course in ethnic studies (Education Code 51225.3)

To obtain a high school diploma from Loyalton High School, students shall complete the following credit requirements in grades 9-12:

English 40

Mathematics 30 (with 10 credits in Algebra)

Science 20 (with 10 credits in biological sciences and 10 credits in physical sciences)

World History 10

US History 10

Government 5

Economics 5

Geography: 5

Beginning with the class of 2030 school year, a one-semester course in ethnic studies (Education Code 51225.3): 5

Future Focus: 5

Fine Art, Foreign Language, or CTE 10

Physical Education 20

Electives: 125

Senior Project

Total: 285

To obtain a high school diploma from Downieville High School, students shall complete the following credit requirements in grades 9-12:

English 40

Mathematics 30 (with 10 credits in Algebra)

Science 20 (with 10 credits in biological sciences and 10 credits in physical sciences)  
World History 10  
US History 10  
Government 5  
Economics 5  
Geography: 5  
Beginning with the class of 2030 school year, a one-semester course in ethnic studies (Education Code 51225.3): 5  
Fine Art, Foreign Language, or CTE 10  
Physical Education 20  
Electives: 145  
Senior Project  
Total: 300

~~8. Completion~~, The senior project is completed in grade 12 or academic equivalent, ~~one senior project~~, the requirements of which are determined and outlined by the high school faculty and administration, to include a research paper, project activity and formal presentation.

The unit requirements for Loyaltan High School and Downieville High School are 30 units less than a full schedule taken every year for four years. Units may change based on number of total courses available to take in a given year (i.e. 8-period, 7-period, etc):

Class of 2019 – 1 year 7 periods, 3 years 8 periods	300 Credits
Class of 2020 – 2 years 7 periods, 2 years 8 periods	290 Credits
Class of 2021 – 3 years 7 periods, 1 year 8 periods	275 Credits
Class of 2022 – 4 years 7 periods	260 Credits
Class of 2023 – 1 year 7; 1 year 8 +Flex; 1 year 8; 1 year 7 +Flex	280 Credits
Class of 2024 – 1 year 8 +Flex; 1 year 8; 2 years 7 +Flex	285 Credits
Class of 2025 – 1 year 8; 3 years 7 +Flex	275 Credits
Class of 2026 – 4 years 7 periods +Flex	270 Credits

All district schools on an 8-period day shall remain at 300 Credits.

To obtain a high school diploma from Sierra Pass (continuation) School, students shall complete the following credit requirements in grades 9-12:

English 30  
Mathematics 20 (with 10 credits in Algebra)  
Science 20 (with 10 credits in biological sciences and 10 credits in physical sciences) World History 10  
US History 10  
Government 5  
Economics 5  
Beginning with the class of 2030 school year, a one-semester course in ethnic studies (Education Code 51225.3): 5  
Future Focus: 5  
Fine Art, Foreign Language, or CTE 10  
Physical Education 20  
Senior Portfolio or Senior Project: 10  
Electives: 30  
Total: 175

CSBA NOTE: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

#### Exemptions from District-Adopted Graduation Requirements

~~Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)~~

~~That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640~~

CSBA NOTE: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements that are in addition to the state requirements specified in Education Code 51225.3 a foster youth, a student experiencing homelessness, a former juvenile court school student, a child of a military family, a migrant student who transfers into the district or between district high schools any time after completing the second year of high school, or, as amended by AB 714 (Ch. 342, Statutes of 2023), a newcomer student as defined in Education Code 51225.2 who is in the third or fourth year of high school. This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student, as applicable, the district is required to notify any eligible student and/or the student's parent/guardian, the student's educational rights holder, the district's liaison for homeless children, and the student's social worker or probation officer, as applicable, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the student experiencing homelessness ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a newcomer student, as applicable. Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

~~1. A foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student~~

~~2.1. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3~~

~~In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools~~

any time after completing the second year of high school, or ~~a newly arrived immigrant newcomer student who is in the third or fourth year of high school and is participating in a newcomer program,~~ shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by ~~at~~the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or ~~a newly arrived immigrant newcomer student, or of the commencement of participation in a newcomer program,~~ as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the student's fourth year of high school to graduate early, as described below.

The Superintendent or designee shall not require or request the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1, as amended by SB 532 (Ch. 918, Statutes of 2022), requires the district to exempt a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student who qualifies for an exemption from district-established graduation requirements, under the circumstances described below.

If the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the ~~person holding the right to make student's~~ educational ~~decisions for the student rights holder~~ may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.31, as amended by SB 114 (Ch. 48, Statutes of 2023) and SB 141 (Ch. 194, Statutes of 2023), districts are required to exempt an eligible student with disabilities, that entered the ninth grade in the 2022-23 school year and later, from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below. Awarding a diploma pursuant to this exception does not change the district's obligation to provide a free appropriate public education (FAPE) until 22 years of age or otherwise constitute a change in placement.

Additionally, a student with disabilities shall be eligible for an exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, if the student's individualized education program (IEP) provides for both of the following requirements: (Education Code 51225.31)

1. That the student is eligible to take the alternate assessment as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3



CSBA NOTE: Pursuant to Education Code 51225.31, as amended by SB 114 and SB 141, participation in graduation activities by a student with a disability who is exempted from district-adopted graduation requirements that are in addition to the statewide course requirements specified in Education Code 51225.3, may not be construed as a termination of the district's responsibility to provide FAPE unless the student's individualized education program team, which includes the parent/guardian and student, has determined that the student has completed the high school experience.

The district's responsibility to provide a free appropriate public education shall not terminate when a student with a disability who is exempted from district- adopted graduation requirements participates in graduation activities unless the IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education Code 51225.31)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, districts are required to annually report to the California Department of Education (CDE) regarding the number of students who, for the prior school year, graduated with an exemption from the district-established graduation requirements that are in addition to statewide coursework requirements, as specified below.

Pursuant to Education Code 60900.2, as added by AB 1340 (Ch. 576, Statutes of 2023), and contingent upon funding for these purposes, CDE is required, on or before January 1, 2025, to report on its website statewide four and five year cohort graduation rates for students with disabilities disaggregated by the identified disability or disabilities as listed in 34 CFR 300.8.

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

#### Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

CSBA NOTE: Items #1-5 below are optional and may be revised to reflect district practice.

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

↳ In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service

and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

- ~~2.~~ Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.
3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Are former members of the military, a resident of California, and received an honorable discharge, or, are current members of the military, a resident of California, and a resident of California when entering the military

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall evaluate classes completed in any high school, community college, or state college, grant credit toward graduation for military service and training received while in the military, and if satisfied that the person has completed the equivalent of the requirements for graduation from high school, grant the person a diploma of graduation.

- ~~4.5.~~ Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

#### Honorary Diplomas

**CSBA NOTE: The following optional section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice.**

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

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