

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

July 30, 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/89878554382>

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

Webinar ID: 898 7855 4382

Board Members:

Area 1: Patty Hall (Clerk) – phall@spjUSD.org

Area 2: Rhynie Hollitz – rhollitz@spjUSD.org

Area 3: Christina Potter (Vice President) – 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.sierracountyschools.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: two (2)

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 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 105 Beckwith St, Loyalton CA 96118
Sierra COE Negotiator: James Berardi, Superintendent
Party with whom Sierra COE is Negotiating: City of Loyalton
Under Negotiation: Price

4. Government Code 54957
PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Title: District Superintendent

- Superintendent draft presentation of 2024-2025 goals

F. RETURN TO OPEN SESSION and ADJOURN FOR BREAK

G. 6:00PM – RECONVENE

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

J. INFORMATION ITEMS

1. Superintendent Reports

COUNTY—SCOE

- a. Dashboard Local Indicators – Part 2**
- b. COE Annual Summary Report**
- c. Agreement with the County of Sierra for the 2024-2025 Fiscal Year for Friday Night Live services, Contract No. 2025-005C
- d. SCOE Personnel Items:
 1. Assignment of Randy Jones, Director of Business Services/CBO, 1.0 FTE, effective July 22, 2024
 2. Assignment of Cheyenne Wells, Instructional Aide, Loyalton Elementary School, .33 FTE (2 hours/day), effective August 21, 2024
 3. Assignment of Kristen Sturcke, Severely Handicapped Aide, Loyalton Elementary School, .54 FTE (3.25 hours/day), effective August 21, 2024

DISTRICT—SPJUSD

- e. Dashboard Local Indicators – Part 2**
- f. Facilities update
- g. Student Internship Agreement with University of Massachusetts Global, Contract No. 2025-004D**

2. Business Report

- a. Account Object Summary-Balance from 07/01/2023 to 6/30/2024
 1. SCOE**
 2. SPJUSD**
- b. Most recent Inter-District Attendance Agreements approved**

3. Staff Reports
 - a. SCOE
 - b. SPJUSD
4. SPTA Report
5. Committee/Board Member Reports
6. Public Comment – This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

K. CONSENT CALENDAR

1. Approval of minutes for the Regular Joint Meeting held June 25, 2024**
2. Approval of Board Report-Checks Dated 06/01/2024 through 06/30/2024
 - a. SCOE**
 - b. SPJUSD**
3. Approval of Quarterly Report on Williams Uniform Complaints for the quarter ending 06/30/2024
 - a. SCOE**
 - b. SPJUSD**
4. Approval of the following SPJUSD personnel items:
 - a. Resignation for Staci Armstrong, Instructional Support and Intervention Teacher, Districtwide, 1.0 FTE, effective June 30, 2024
 - b. Authorization to fill, Instructional Support and Intervention Teacher, Districtwide, 1.0 FTE
 - c. Assignment of Stephanie Shelby, Instructional Support and Intervention Teacher, Districtwide, 1.0 FTE, effective August 19, 2024
 - d. Staci Armstrong on a Variable Term Waiver for the assignment of Principal/Site Administrator at Loyalton Elementary School, 1.0 FTE, effective July 01, 2024
 - e. Resignation for Caroline Griffin, Agriculture Teacher, Loyalton High School, 1.0 FTE, effective July 10, 2024
 - f. Authorization to fill Agriculture Teacher, Loyalton High School, 1.0 FTE
 - g. Caroline Griffin on a Variable Term Waiver for the assignment of Principal/Site Administrator, Loyalton High School, 1.0 FTE, effective July 11, 2024
 - h. Assignment of Cheyenne Wells, Instructional Aide, Loyalton Elementary School, .63 FTE (3.75 hours/day), effective August 21, 2024
 - i. Assignment of Amber Williams, 2024-2025 Advisor Associated Student Body, Loyalton High School

L. ACTION ITEMS

1. New Business

COUNTY—SCOE

- a. Adoption of Resolution 25-001C, Fund Transfers between SCOE and SPJUSD for the 2024-2025 Fiscal Year**

DISTRICT—SPJUSD

- b. Adoption of Resolution 25-001D, Fund Transfers between SPJUSD and SCOE for the 2024-2025 Fiscal Year**
- c. Recommendation to increase substitute rate of pay**

- d. Approval of proposal from TNTP for Literacy Professional Development**
- e. Approval of quote from Bertagnolli Paving for pavement sealing at Loyaltown High School**

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."


- f. 4111~4211~4311—Recruitment and Selection** (*All Staff*)
- g. 4118—Dismissal/Suspension/Disciplinary Action** (*Certificated*)
- h. 4218—Dismissal/Suspension/Disciplinary Action** (*Classified*)
- i. 4121—Temporary/Substitute Personnel** (*Certificated*)
- j. 4127~4227~4337—Temporary Athletic Team Coaches** (*All Staff*)
- k. 4140~4240~4340—Bargaining Units** (*All Staff*)
- l. 4157~4257~4357—Employee Safety** (*All Staff*)
- m. 4161~4261~4361—Leaves** (*All Staff*)

M. ADVANCED PLANNING

1. The next Regular Joint Board Meeting will be held on August 13, 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

Sean Snider, District Superintendent – ssnider@spjUSD.org

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

Randy Jones, Director of Business Services/CBO – rjones@spjUSD.org

Office: 530-993-1660 x0

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

Background Information for Local Indicators- Part 2:

On July 18, 2024 The California Department of Education (CDE) released the **2022–23** Teaching Assignment Monitoring Outcomes (TAMO). Since the 2022–23 TAMO data was unavailable at the time that LEAs were reporting their local indicator data to the governing board/body of the LEA at the same meeting the LCAP was adopted, LEAs must report the 2022–23 TAMO data at the next available meeting of the governing board/body.

Common questions on definitions of the various categories:

Out-of-Field

An assignment monitoring outcome of “out-of-field” indicates that one or more relevant attributes of the assignment were authorized by the following limited permits:

- General Education Limited Assignment Permit (GELAP)
- Special Education Limited Assignment Permit (SELAP)
- Short-Term Waivers
- Emergency English Learner or Bilingual Authorization Permits
- Local Assignment Options (except for those made pursuant to T5 §80005(b))

An "out-of-field" teacher is defined as someone who has a credential but has not yet demonstrated subject matter competence in the subject area(s) or for the student population associated with the assignment. More information about this term, approved by the SBE to comply with ESSA, can be found on the [CDE Updated Teacher Equity Definitions](#) web page.

Intern

An "intern" teacher is defined as someone who has a bachelor's degree and has demonstrated subject matter competency in the subject area(s) or for the student population associated with the assignment, and who holds an intern credential while they complete coursework requirements to obtain a preliminary credential.

Ineffective

An assignment monitoring outcome of "ineffective" indicates that one or more relevant attributes of the assignment had no legal authorization from a permit, credential or waiver, or one or more relevant attributes of the assignment were authorized by the following limited permits:

- Provisional Internship Permits,
- Short-Term Staff Permits
- Variable Term Waivers
- Substitute permits or Teaching Permits for Statutory Leave (TPSL) holders serving as the teacher of record

More information about this term, approved by the SBE to comply with ESSA, can be found on the [CDE Updated Teacher Equity Definitions](#) web page.

Incomplete

An assignment monitoring outcome of "incomplete" indicates that missing or incorrect information about the assignment was reported to CALPADS by the LEA which prevented a complete and accurate determination of the assignment authorization during the CTC assignment monitoring process. In some cases, the LEA or Monitoring Authority may have indicated that the assignment is appropriate; however, neither the CDE nor the CTC can validate the authorization basis for the assignment.

California Department of Education

DataQuest Home / Teaching Assignment Monitoring Outcomes by FTE

2022-23 Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE)

Sierra County Office of Education Report (46-10462) Disaggregated by Subject

+ [Report Description](#)

+ [Report Glossary](#)

+ [Report Options and Filters](#)

Filters Enabled:

School Type: Non-Charter

[Reset Filters](#)

No data for the selected filters.

Report Totals

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
<u>Sierra</u>	24.7	66.1%	19.4%	2.7%	6.8%	5.0%	0.0%	0.2%
<u>Statewide</u>	245,801.8	85.1%	2.9%	1.8%	4.9%	4.9%	0.3%	0.2%

Note: Data for classroom-based teaching assignments taught by teachers without a Statewide Education Identifier (SEID) are not included in the Teacher Assignment Monitoring Outcome (AMO) by Full-Time Equivalency (FTE) report. Data are not included for districts and independently reporting charter schools (IRCs) that did not certify their California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 submission. Due to rounding error, partial FTE counts by AMO may not sum exactly to the Total FTE displayed in the report for the selected reporting level and filters. For more information about this report, including data sources and timelines, data uses, downloadable files, and a description of the methodology and business rules for processing the data, please visit the [CDE Information about the Teaching Assignment Monitoring Outcome Report](#) webpage.

* Charter school data are removed by default from all district-level reports, including the associated state and county Report Totals. To include charter school data in district-level reports, select the "Reset Filters" button on district-level reports to show data for "All Schools" OR select the desired School Type filter from within the expandable Report Filters menu on the desired DataQuest report.

** Results produced using the Alternative School report filter are based on the Alternative School Accountability Status (ASAS) during associated academic year, which is based on the Dashboard Alternative School Status (DASS). The Alternative School report filter is strictly intended to facilitate comparisons for traditional charter and non-charter schools by allowing for the removal of alternative schools, which generally serve “high-risk” student populations. More information about alternative school accountability can be found on the [CDE Dashboard Alternative School Status \(DASS\)](#) webpage.



Sierra County Office of Education

**2024-2025
Annual Summary Report**



**CALIFORNIA COUNTY
SUPERINTENDENTS**

Local Context (Optional)

Please provide a description of the County Office of Education (COE), its districts, students and communities and/or any local context or priorities/challenges that guide the COE work in these areas.

The Sierra County Office of Education serves all of Sierra County and the eastern quarter of Plumas County. Sierra County, the second least populous county in the state of California with about 3,200 total residents, lies north of Truckee and borders the State of Nevada on the east. Located in the heart of the Northern Sierra Nevada Mountains, it contains one-half million acres of forestland, forty-five mountain lakes, and an estimated seven hundred miles of trout streams. The eastern quarter of Plumas County lies within the boundaries of the Sierra-Plumas Joint Unified School District, and children from the towns of Vinton, Chilcote, and Beckwourth attend school in Loyalton. Elevations within the County range from 2000 to nearly 9000 feet. Heavy snowfall and extreme temperatures are the general rule during the winter at the higher elevations. Eastern Sierra and Plumas County include the great Sierra Valley, once an ancient lakebed but is now the largest alpine valley in the Sierra Nevada range, a natural area for agriculture, timber production and mineral extraction operations. The western portion of Sierra County is heavily forested, has timber management areas, and contains both lode and placer gold mining operations. Gold was discovered here in 1849, and the area is rich in early California history. Recreational activities abound including fishing, mountain biking, hunting, skiing, hiking, camping, boating, and visits to points of historical interest.

We are comprised of 4 schools, serving approximately 400 students and employing roughly 75 staff members. Loyalton Elementary is the largest school, with roughly 200 students. Loyalton High School, a Necessary Small School, serves roughly 150 students in grades 7-12, and Sierra Pass Continuation School serves high school students with a population that fluctuates between 5-10 students on average. Downieville School is another Necessary Small School, and the elementary and junior-senior high are located in the same building, serving a total of roughly 50 students TK-12.

As a single school district county, our school district and county office of education work closely together to ensure our families receive a variety of educational services in the most effective way. SPJUSD and SCOE offer a preschool through adult education program, with a variety of programs, including CTE pathways, dual enrollment classes, an adult education school, a variety of special education services, as well as traditional programs.

Goal One: Approve all LCAPs.

LCAP Support: Completing the review of LCAPs submitted by school districts [*EC Section 52070*].

Metric	Action
Not Applicable	Not Applicable. As a single district county, we do not review LCAPs and our combined District and COE LCAP is submitted to the California Department of Education (CDE) for approval.

Goal Two: Utilize the cycle of continuous improvement to provide technical assistance to charter schools and districts based on need. Technical assistance is provided to LEAs who are identified as needing assistance as well as those that volunteer for assistance.

Technical Assistance: Providing technical assistance to school districts pursuant to subdivisions (a) and (b) of *Ed Code 52071*.

1. When the County Superintendent does not approve a LCAP.
2. When a district requests support.

Metric	Action
Not Applicable	Not Applicable- as a single district county, support with LCAP development comes directly from the CDE. SPJUSD is eligible for differentiated assistance and receives support from Placer County Office of Education.

EC Section 52071, http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52071.&lawCode=EDC

Providing Differentiated Assistance: Providing technical assistance to school districts and charter schools pursuant to subdivision (c) of *EC Section 52071*.

Metric	Actions	Source of Funding
Participation of all Principals in data review	Provide assessment reports from CAASPP, CA Healthy Kids Survey, ELPAC, and local assessments broken down by subgroup.	Differentiated Assistance Base Grant
Percentage of EL students taking ELPAC, Number of professional development sessions	Support with administering the ELPAC, reclassifying ELs as Fluent English Proficient, and arranging for professional development in Designated and Integrated ELD	Differentiated Assistance Base Grant
LCAP approval and "Standard Met" on all Local Indicators	Support with completing LCAP and Dashboard Local Indicators	Differentiated Assistance Base Grant
Aligned SPSAs that are Board approved	Support with SPSA development aligned to the LCAP and state priority areas	Differentiated Assistance Base Grant

Metric	Actions	Source of Funding
Number of professional learning sessions	Coordinate professional learning focused on evidence-based instructional practices (specifically ELA and Math) and building capacity for continuous improvement	Differentiated Assistance Base Grant
Number of coaching sessions with principals	Coaching support for site Principals around instructional leadership and the continuous improvement process	Differentiated Assistance Base Grant
Number of classes approved for CTE pathways and number of dual enrollment classes	Support with CTE pathways and dual enrollment opportunities for students	Differentiated Assistance Base Grant
Accurate data reported to the state through CALPADS	Support with data in Student Information System	Differentiated Assistance Base Grant

EC Section 52071, http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52071.&lawCode=EDC

Actions the school district(s) will take independent of the COE

Please provide a description of the actions the school district(s) will take independent of the COE to improve student outcomes.

N/A. As a single-district county, differentiated assistance support for ACUSD and ACOE is provided by the Placer County Office of Education.

For COEs who have Local Educational Agencies who meet the eligibility criteria under *Ed Code 52072(a)* [*“Direct Technical Assistance” (DTA) supports*]

OPTIONAL: Prompt for COEs with districts who meet criteria: For districts who meet eligibility criteria under *Ed Code 52072 (a)*, describe how the COE is prioritizing and adjusting their support and continuous improvement actions in the areas of intensity and frequency:

- When a district fails to improve student achievement across more than one state priority for three or more student groups for three out of four consecutive years or more.

Prompt	Narrative	
Optional Prompt for COEs with districts who meet criteria <i>[EC Section 52072 (f)]</i>	N/A. SPJUSD does not meet the eligibility criteria under Ed Code 52072 (a).	

EC Section 52072, https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=52072&lawCode=EDC

Goal Three: Provide support for continuous improvement to all districts.

Other Support: Providing any other support to school districts and schools within the county in implementing the provisions of *EC Sections 52059.5-52077*.

Metric	Action
Number of Foster youth served	Coordinate services and supports for Foster youth
Number of schools requiring Williams reviews	Coordinate and conduct Williams reviews

EC Sections 52059.5–52077,

https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=4.&chapter=6.1.&part=28.&lawCode=EDC&title=2.&article=4.5.

Collaboration

The Sierra County Superintendent of Schools will collaborate with the California Collaborative for Educational Excellence (CCEE), the CDE, other county superintendents, Geographic Lead Agencies (Geo Leads), as well as System of Support (SOS) Lead Agencies to support school districts within the county in the following ways:

Actions	CCEE	CDE	County Superintendents	Geo Leads	SOS Leads
CDE Webinars on new LCAP Template	-	Y	-	-	-
Level 1 webinar on state/federal accountability	-	Y	-	-	-
Single District Counties Network	-	-	Y	-	-

Collaborate with CDE on LCAP Development / Coaching	-	Y	-	-	-
Collaborate with CAL-MSCS Steering Team on mathematics, science, and computer science professional learning plan	-	-	Y	-	Y

Instructions: Insert "Y" to indicate a collaborator or use "-" to signify N/A.

Goal Four: Supports for Special Education

*Not Applicable until the 2025-26** LCAP Cycle per EC Section 52064.*

Related Expenditures-COE

Please provide a description of the estimated costs related to the actions outlined in the plan above.

2024-25 Goal	20xx-20xx Estimated Costs
Goal 1	\$0
Goal 2	\$174,428
Goal 3	\$76,113
Goal 4 (not applicable until the 2025-2026 LCAP Cycle per EC Section 52064.3)	[N/A]
Total Estimated Cost	\$250,541

Background Information for Local Indicators- Part 2:

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California Department of Education

DataQuest Home / Teaching Assignment Monitoring Outcomes by FTE

2022-23 Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE)

Sierra-Plumas Joint Unified Report (46-70177) Disaggregated by Subject

+ [Report Description](#)

+ [Report Glossary](#)

+ [Report Options and Filters](#)

Filters Enabled:

School Type: Non-Charter

[Reset Filters](#)

<u>Subject Area</u>	<u>Total Teaching FTE</u>	<u>Clear</u>	<u>Out-of-Field</u>	<u>Intern</u>	<u>Ineffective</u>	<u>Incomplete</u>	<u>Unknown</u>	<u>N/A</u>
Self-Contained Class	10.3	90.2%	0.0%	0.0%	9.8%	0.0%	0.0%	0.0%
Art	0.8	68.4%	30.3%	0.0%	0.0%	0.0%	0.0%	0.0%
Career Technical Education	2.2	76.7%	7.4%	0.0%	15.8%	0.0%	0.0%	0.0%
Drama/Theater	0.2	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
English Language Arts	1.6	75.8%	14.3%	0.0%	0.0%	10.6%	0.0%	0.0%
Foreign Languages	0.6	0.0%	92.1%	0.0%	0.0%	0.0%	0.0%	6.3%
General Administration	0.3	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Health Education	0.2	0.0%	20.0%	0.0%	85.0%	0.0%	0.0%	0.0%
History/Social Science	2.0	41.2%	31.4%	0.0%	0.0%	27.9%	0.0%	0.0%
Mathematics	2.6	21.4%	66.9%	0.0%	0.0%	12.1%	0.0%	0.0%

Other Instruction-Related Assignments	1.4	97.1%	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%
Physical Education	0.6	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Science	2.1	26.1%	26.1%	31.8%	8.1%	8.5%	0.0%	0.0%

Report Totals

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
<u>Sierra-Plumas Joint Unified</u>	24.7	66.1%	19.4%	2.7%	6.8%	5.0%	0.0%	0.2%
<u>Sierra</u>	24.7	66.1%	19.4%	2.7%	6.8%	5.0%	0.0%	0.2%
<u>Statewide</u>	245,801.8	85.1%	2.9%	1.8%	4.9%	4.9%	0.3%	0.2%

Note: Data for classroom-based teaching assignments taught by teachers without a Statewide Education Identifier (SEID) are not included in the Teacher Assignment Monitoring Outcome (AMO) by Full-Time Equivalency (FTE) report. Data are not included for districts and independently reporting charter schools (IRCs) that did not certify their California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 submission. Due to rounding error, partial FTE counts by AMO may not sum exactly to the Total FTE displayed in the report for the selected reporting level and filters. For more information about this report, including data sources and timelines, data uses, downloadable files, and a description of the methodology and business rules for processing the data, please visit the [CDE Information about the Teaching Assignment Monitoring Outcome Report](#) webpage.

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** Results produced using the Alternative School report filter are based on the Alternative School Accountability Status (ASAS) during associated academic year, which is based on the Dashboard Alternative School Status (DASS). The Alternative School report filter is strictly intended to facilitate comparisons for traditional charter and non-charter schools by allowing for the removal of alternative schools, which generally serve “high-risk” student populations. More information about alternative school accountability can be found on the [CDE Dashboard Alternative School Status \(DASS\)](#) webpage.

California Department of Education

DataQuest Home / Teaching Assignment Monitoring Outcomes by FTE

2022-23 Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE)

Sierra-Plumas Joint Unified Report (46-70177)
Disaggregated by School+ Report Description+ Report Glossary+ Report Options and Filters

Filters Enabled:

School Type: Non-Charter

Reset Filters

<u>Name</u>	<u>Total Teaching FTE</u>	<u>Clear</u>	<u>Out-of-Field</u>	<u>Intern</u>	<u>Ineffective</u>	<u>Incomplete</u>	<u>Unknown</u>	<u>N/A</u>
<u>Downieville Elementary</u>	2.0	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<u>Downieville Junior-Senior High</u>	2.9	16.4%	80.8%	0.0%	3.1%	0.0%	0.0%	0.0%
<u>Loyalton Elementary</u>	8.3	87.9%	0.0%	0.0%	12.1%	0.0%	0.0%	0.0%
<u>Loyalton High</u>	11.4	58.2%	19.8%	5.9%	5.2%	10.8%	0.0%	0.4%
<u>Sierra Pass (Continuation)</u>	0.3	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Report Totals

<u>Name</u>	<u>Total Teaching FTE</u>	<u>Clear</u>	<u>Out-of-Field</u>	<u>Intern</u>	<u>Ineffective</u>	<u>Incomplete</u>	<u>Unknown</u>	<u>N/A</u>
<u>Sierra-Plumas Joint Unified</u>	24.7	66.1%	19.4%	2.7%	6.8%	5.0%	0.0%	0.2%
<u>Sierra</u>	24.7	66.1%	19.4%	2.7%	6.8%	5.0%	0.0%	0.2%

<u>Statewide</u>	245,801.8	85.1%	2.9%	1.8%	4.9%	4.9%	0.3%	0.2%
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Note: Data for classroom-based teaching assignments taught by teachers without a Statewide Education Identifier (SEID) are not included in the Teacher Assignment Monitoring Outcome (AMO) by Full-Time Equivalency (FTE) report. Data are not included for districts and independently reporting charter schools (IRCs) that did not certify their California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 submission. Due to rounding error, partial FTE counts by AMO may not sum exactly to the Total FTE displayed in the report for the selected reporting level and filters. For more information about this report, including data sources and timelines, data uses, downloadable files, and a description of the methodology and business rules for processing the data, please visit the [CDE Information about the Teaching Assignment Monitoring Outcome Report](#) webpage.

* Charter school data are removed by default from all district-level reports, including the associated state and county Report Totals. To include charter school data in district-level reports, select the “Reset Filters” button on district-level reports to show data for “All Schools” OR select the desired School Type filter from within the expandable Report Filters menu on the desired DataQuest report.

** Results produced using the Alternative School report filter are based on the Alternative School Accountability Status (ASAS) during associated academic year, which is based on the Dashboard Alternative School Status (DASS). The Alternative School report filter is strictly intended to facilitate comparisons for traditional charter and non-charter schools by allowing for the removal of alternative schools, which generally serve “high-risk” student populations. More information about alternative school accountability can be found on the [CDE Dashboard Alternative School Status \(DASS\)](#) webpage.



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised internship programs in which your District will be participating with University of Massachusetts Global.

SINGLE SUBJECT	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
MULTIPLE SUBJECTS	<input checked="" type="checkbox"/>	SCHOOL COUNSELING	<input checked="" type="checkbox"/>
SPECIAL EDUCATION	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Sierra-Plumas Joint Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork. For intern teachers, this includes the minimum number of preservice hours required by the CTC for issuance of the Intern Credential.
- B. Each Intern shall apply for the Internship Credential through the Teacher Accreditation Department at University of Massachusetts Global, upon verification of employment from the School District.
- C. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- D. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of University of Massachusetts Global while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Sierra-Plumas Joint Unified School District
PO Box 955 109 Beckwith Road, Room #3
Loyalton, CA 96118
Attn: Laraine Sei
Phone: 530-996-1660 ext. 151

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
65 Enterprise, Suite 150
Aliso Viejo, CA 92656
Attn: School of Education, Dean
Email: soecontracts@umassglobal.edu

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the

parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.


- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 07/08/2024 and shall continue in full force and effect through 07/08/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: Sean Snider
Name: Sean Snider
Title: Superintendent
Date: 7/08/24

UNIVERSITY: Signature: 
Name: Dr. David Andrews
Title: Chancellor & CEO
Date: 7/10/2024

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

Intern Teachers:

- A. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).
- B. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at University of Massachusetts Global.
- C. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.
- D. Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Intern Teachers

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - 1. valid corresponding Clear or Life credential in a subject area comparable to that of the intern's subject area,
 - 2. three years successful teaching experience, and
 - 3. the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training. Experienced mentors may be eligible to waive up to 8 hours of this training based on prior experience and professional development.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.
- xi. University may request use of video capture for candidate supervision, reflection, and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities

after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).

iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.

iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a

professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. **Specific Supervision Requirements School Psychology Fieldwork:**

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship,

and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

- A. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- B. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- C. Provide experiences with a diverse student population.
- D. Provide experiences with a variety of educational programs.
- E. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.²
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.³
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.
- F. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.

- f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- A. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- B. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- D. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- F. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

Balances through June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund						
1100	Teachers Salaries	414,703.00	437,288.00		383,204.77	54,083.23
1115	Certificated Extra Duty	2,500.00	3,295.00		4,779.45	1,484.45-
1120	Certificated Substitutes	8,490.00	5,185.00		2,640.00	2,545.00
1200	Certificated Pupil Support Ser	35,927.00	37,134.00		37,375.68	241.68-
1300	Certificated Supervisor Admini	230,335.00	229,867.00		225,366.16	4,500.84
1310	Teacher in Charge	10,000.00				.00
Total for Object 1000		701,955.00	712,769.00	.00	653,366.06	59,402.94
2100	Instructional Aides' Salaries	196,459.00	186,932.00		189,453.11	2,521.11-
2115	Classified Extra Duty	1,000.00	1,445.00		860.25	584.75
2120	Classified Substitutes	5,000.00	9,283.00		7,433.06	1,849.94
2200	Classified Support Salaries	110,860.00	74,511.00		47,380.83	27,130.17
2201	BUS DRIVER		46,978.00		49,567.59	2,589.59-
2215	Classified Support Extra Duty	1,000.00	500.00			500.00
2220	Classified Substitute Salaries	1,773.00	751.00			751.00
2300	Classified Supervisors' Admini	180,092.00	92,252.00		72,227.83	20,024.17
2400	Clerical Technical Office Staf	246,910.00	233,003.00		236,462.69	3,459.69-
2900	Other Classified Salaries	14,760.00	14,760.00		11,978.50	2,781.50
Total for Object 2000		757,854.00	660,415.00	.00	615,363.86	45,051.14
3101	STRS Certificated Positions	199,074.00	193,741.00		116,250.99	77,490.01
3102	STRS Classified Positions	1,719.00	1,860.00		1,000.98	859.02
3201	PERS Certificated Positions		162.00		80.03	81.97
3202	PERS Classified Positions	197,841.00	153,339.00		138,157.27	15,181.73
3301	OASDI Certificated Positions	2,134.00	1,663.00		60.78	1,602.22
3302	OASDI Classified Positions	45,852.00	40,100.00		36,281.44	3,818.56
3311	Medicare Certificated Position	9,986.00	10,181.00		9,320.22	860.78
3312	Medicare Classified Positions	10,748.00	9,401.00		8,669.68	731.32
3401	Health & Welfare Benefits Cert	127,707.00	103,970.00		98,706.54	5,263.46
3402	Health & Welfare Benefits Clas	155,738.00	156,045.00		156,041.76	3.24
3501	SUI Certificated	3,588.00	727.00		468.10	258.90
3502	SUI Classified	3,789.00	891.00		436.96	454.04
3601	Workers' Compensation Certific	27,795.00	28,044.00		25,557.29	2,486.71
3602	Workers' Compensation Classifi	29,912.00	25,904.00		23,771.91	2,132.09
3901	Golden Handshake	15,689.00	15,689.00		15,688.48	.52
Total for Object 3000		831,572.00	741,717.00	.00	630,492.43	111,224.57
4100	Approved Textbooks Core Curric	1,300.00				.00

Balances through June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - Gen Fund (continued)						
4300	Materials and Supplies	23,467.00	82,639.00		41,936.43	40,702.57
4320	Custodial Grounds Supplies	1,250.00	750.00		745.51	4.49
4330	Office Supplies	1,750.00	726.00		765.28	39.28-
4350	Vehicle Upkeep	3,000.00	4,183.00		3,266.43	916.57
4400	Noncapitalized Equipment	3,214.00	11,018.00		16,669.47	5,651.47-
Total for Object 4000		33,981.00	99,316.00	.00	63,383.12	35,932.88
5100	Subagreements for Services	40,000.00	40,000.00			40,000.00
5200	Travel and Conference	25,638.00	24,789.00		19,148.82	5,640.18
5300	Dues and Membership	32,798.00	26,923.00		26,342.57	580.43
5400	Insurance	25,000.00	25,000.00		17,558.52	7,441.48
5500	Operation Housekeeping Service	22,000.00	16,292.00		12,442.10	3,849.90
5600	Rentals, Leases, Repairs, Nonc	1,500.00	1,770.00		736.40	1,033.60
5801	Legal Services	18,500.00	16,297.00		6,416.50	9,880.50
5805	Personnel Expense	500.00	783.00		355.40	427.60
5808	Other Services & Fees	1,500.00	1,500.00		1,476.21	23.79
5810	Contracted Services	437,789.00	539,287.00	49,576.07	436,498.59	53,212.34
5899	SPJUSD to Reimburse		142,082.00	2,890.50	125,835.65	13,355.85
5900	Communications	16,000.00	7,725.00		6,877.95	847.05
Total for Object 5000		621,225.00	842,448.00	52,466.57	653,688.71	136,292.72
6200	Building and Improvement of Bu		68,236.00		57,130.48	11,105.52
6400	Equipment	20,000.00	65,515.00		55,514.83	10,000.17
6500	Equipment Replacement	15,000.00				.00
Total for Object 6000		35,000.00	133,751.00	.00	112,645.31	21,105.69
7110	County Tuition Inter Dist Agre	25,000.00				.00
7141	Tuition, excess cost etc betwe	24,428.00				.00
7281	All Other Transfers to Distric				17,289.41	17,289.41-
7310	Direct Support/Indirect Costs					.00
7350	Transfers of Indirect		14,875.00-			14,875.00-
7619	Other Authorized Interfund Tra				25,577.83	25,577.83-
Total for Object 7000		49,428.00	14,875.00-	.00	42,867.24	57,742.24-
Total for Fund 01 and Expense accounts		3,031,015.00	3,175,541.00	52,466.57	2,771,806.73	351,267.70

Fund 11 - ADULT ED

1100	Teachers Salaries	12,500.00	55,398.00		54,431.04	966.96
1300	Certificated Supervisor Admini	116,095.00	135,778.00		113,777.08	22,000.92

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2024, Period = 12, 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 June			Fiscal Year 2023/24			
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 11 - ADULT ED (continued)						
Total for Object 1000		128,595.00	191,176.00	.00	168,208.12	22,967.88
2200	Classified Support Salaries	3,572.00				.00
2400	Clerical Technical Office Staf	63,900.00	35,095.00		32,759.90	2,335.10
Total for Object 2000		67,472.00	35,095.00	.00	32,759.90	2,335.10
3101	STRS Certificated Positions	29,762.00	35,622.00		24,176.90	11,445.10
3202	PERS Classified Positions	18,218.00	8,902.00		8,527.86	374.14
3301	OASDI Certificated Positions		3,182.00		2,580.90	601.10
3302	OASDI Classified Positions	4,184.00	1,846.00		1,714.53	131.47
3311	Medicare Certificated Position	1,864.00	2,794.00		2,439.01	354.99
3312	Medicare Classified Positions	979.00	433.00		400.98	32.02
3401	Health & Welfare Benefits Cert	10,745.00	16,119.00		14,326.80	1,792.20
3402	Health & Welfare Benefits Clas	17,536.00	18,619.00		17,536.53	1,082.47
3501	SUI Certificated	643.00	196.00		137.34	58.66
3502	SUI Classified	338.00	25.00		16.34	8.66
3601	Workers' Compensation Certific	5,191.00	7,698.00		6,687.74	1,010.26
3602	Workers' Compensation Classifi	2,723.00	1,185.00		1,099.48	85.52
Total for Object 3000		92,183.00	96,621.00	.00	79,644.41	16,976.59
4300	Materials and Supplies		17,998.00		17,104.30	893.70
4330	Office Supplies	500.00	624.00		425.33	198.67
4350	Vehicle Upkeep	88.00				.00
4400	Noncapitalized Equipment		7,500.00		6,879.47	620.53
Total for Object 4000		588.00	26,122.00	.00	24,409.10	1,712.90
5200	Travel and Conference		1,660.00		1,526.21	133.79
5300	Dues and Membership		1,190.00		1,190.00	.00
5500	Operation Housekeeping Service		12,671.00		10,897.75	1,773.25
5600	Rentals, Leases, Repairs, Nonc		2,545.00		1,903.08	641.92
5801	Legal Services	500.00				.00
5805	Personnel Expense	100.00				.00
5810	Contracted Services		24,634.00	2,750.00	21,851.29	32.71
5900	Communications		2,902.00		2,898.95	3.05
Total for Object 5000		600.00	45,602.00	2,750.00	40,267.28	2,584.72
6200	Building and Improvement of Bu		279,844.00	4,000.00	266,918.98	8,925.02
7350	Transfers of Indirect		14,875.00			14,875.00
7619	Other Authorized Interfund Tra	14,187.00				.00

Balances through June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 11 - ADULT ED (continued)						
	Total for Object 7000	14,187.00	14,875.00	.00	.00	14,875.00
	Total for Fund 11 and Expense accounts	303,625.00	689,335.00	6,750.00	612,207.79	70,377.21
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
	Total for Fund 16, Expense accounts and Object 7000	308,000.00	308,000.00	.00	115,262.71	192,737.29
	Total for Org 001 - Sierra County Office of Education	3,642,640.00	4,172,876.00	59,216.57	3,499,277.23	614,382.20

Balances through June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD						
1100	Teachers Salaries	2,311,566.00	2,389,945.00		2,397,947.17	8,002.17-
1115	Extra Duty Hourly	8,000.00	44,066.00		45,266.50	1,200.50-
1120	Certificated Substitutes	57,000.00	48,516.00		48,653.52	137.52-
1300	Certificated Superv/Admin Sala	421,444.00	422,740.00		415,738.05	7,001.95
1310	Teacher In Charge/Head Teacher	10,000.00	3,004.00		5,000.00	1,996.00-
Total for Object 1000		2,808,010.00	2,908,271.00	.00	2,912,605.24	4,334.24-
2100	Instructional Aides Salaries	276,535.00	325,925.00		262,749.06	63,175.94
2115	Inst. Aide Extra Duty	2,000.00	2,233.00		1,146.34	1,086.66
2120	Instructional Aides Substitute	3,000.00	2,872.00		3,357.20	485.20-
2200	Classified Support Salaries	386,184.00	466,560.00		452,137.76	14,422.24
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	6,912.00		6,571.77	340.23
2300	Classified Sup/Admin Salaries	2,700.00	2,181.00		1,980.00	201.00
2400	Clerical & Office Salaries	198,902.00	205,351.00		203,983.70	1,367.30
2420	Clerical & Office Sub Salaries	4,000.00	3,146.00		3,440.20	294.20-
2900	Other Classified Salaries	25,277.00				.00
Total for Object 2000		1,017,842.00	1,037,935.00	.00	958,118.98	79,816.02
3101	State Teachers Retirement Syst	728,447.00	768,825.00		501,504.58	267,320.42
3102	State Teachers Retirement Syst	9,472.00	10,472.00			10,472.00
3201	Public Employees Retirement Sy	1,000.00	417.00		416.21	.79
3202	Public Employees Retirement Sy	265,911.00	196,630.00		183,587.70	13,042.30
3311	OASDI-Certificated Positions	2,076.00	3,433.00		1,933.04	1,499.96
3312	OASDI-Classified Positions	62,143.00	62,217.00		57,248.83	4,968.17
3321	Medicare-Certificated Position	38,138.00	39,093.00		38,391.65	701.35
3322	Medicare-Classified Positions	14,537.00	14,577.00		13,388.75	1,188.25
3401	Health & Welfare -Certificated	503,060.00	539,024.00		537,083.16	1,940.84
3402	Health & Welfare-Classified Po	201,550.00	227,299.00		227,348.05	49.05-
3501	State Unemployment Insurance-C	14,217.00	3,708.00		3,345.40	362.60
3502	State Unemployment Insurance-	5,177.00	706.00		630.16	75.84
3601	Workers' Compensation Insuranc	95,889.00	102,343.00		102,216.92	126.08
3602	Workers' Compensation Insuranc	35,643.00	37,408.00		34,408.22	2,999.78
3901	Other Benefits, Certificated P	35,074.00	33,614.00		35,073.12	1,459.12-
3902	Other Benefits, Classified Pos	17,537.00	26,251.00		17,536.56	8,714.44
Total for Object 3000		2,029,871.00	2,066,017.00	.00	1,754,112.35	311,904.65

Balances through June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
4100	Textbooks	26,605.00	15,160.00		5,097.87	10,062.13
4300	Class Mat'l and Supplies	50,843.00	206,961.00	3,892.17	207,462.66	4,393.83-
4301	Class Consumable Mat'l	7,000.00	4,944.00		4,242.19	701.81
4302	Class Paper/Toner	14,000.00	11,226.00		10,404.01	821.99
4305	Other Student M&S	25,000.00	15,550.00		17,905.78	2,355.78-
4320	Custodial Grounds Supplies	38,000.00	63,390.00	14.02	49,963.61	13,412.37
4330	Office Supplies	17,000.00	8,710.00		8,357.86	352.14
4350	Vehicle Maint. M&S	11,500.00	14,652.00		12,516.07	2,135.93
4351	Vehicle FUEL	30,000.00	30,973.00		39,271.44	8,298.44-
4400	Non-Capital Equipment (Up to \$	58,895.00	105,212.00		59,490.57	45,721.43
Total for Object 4000		278,843.00	476,778.00	3,906.19	414,712.06	58,159.75
5100	Subagreement for Services	185,000.00	93,478.00-		65,491.95-	27,986.05-
5200	Travel & Conferences	55,802.00	95,610.00		83,289.92	12,320.08
5300	Dues & Membership	10,129.00	11,028.00		11,305.12	277.12-
5400	Insurance-Fire, liability, etc	210,000.00	152,709.00		152,708.77	.23
5510	Power	159,000.00	201,472.00	2,046.04	186,533.80	12,892.16
5520	Garbage	7,000.00	9,974.00		8,777.77	1,196.23
5530	Water	60,000.00	61,000.00		60,929.79	70.21
5540	Propane	171,000.00	217,501.00		191,161.74	26,339.26
5590	Miscellaneous Utilities	20,000.00	20,000.00		18,814.31	1,185.69
5600	Rentals, Leases & Repairs	83,500.00	127,150.00	35,000.00	88,993.57	3,156.43
5800	Services & Operating Expense	7,500.00	11,457.00		11,454.32	2.68
5810	Legal Expenses	20,000.00	15,331.00		16,656.00	1,325.00-
5812	Board Election Expense	2,000.00	2,000.00			2,000.00
5840	Audit Expense	14,959.00	14,959.00	25,000.00	2,403.57	12,444.57-
5860	Solid Waste Tax	12,500.00	12,625.00		12,622.98	2.02
5890	Contracts/Service	819,579.00	1,097,986.00	363,163.75	680,160.45	54,661.80
5899	SCOE Interagency Reimburse		35,262.00		31,843.13	3,418.87
5900	Communications	3,500.00	4,328.00		4,070.71	257.29
5910	Telephone-Monthly Service	22,075.00	16,566.00		14,978.42	1,587.58
Total for Object 5000		1,863,544.00	2,013,480.00	425,209.79	1,511,212.42	77,057.79
6200	Building & Improvements		151,785.00	1,000.00	133,923.73	16,861.27
6400	Equipment	60,000.00	196,410.00	25,151.00	144,507.97	26,751.03
6500	Equipment Replacement	55,000.00	43,473.00		43,472.77	.23
Total for Object 6000		115,000.00	391,668.00	26,151.00	321,904.47	43,612.53

Balances through June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 01 - General FD (continued)						
7110	Out-of-State Tuition	104,450.00	104,450.00		111,430.00	6,980.00-
7142	Other Tuition, Excess Cost, an		163,838.00		152,384.00	11,454.00
7310	Direct Support/Indirect Costs					.00
7616	Trans fr Gen Fund to Cafeteria	111,053.00	55,857.00			55,857.00
7619	Other Interfund Transfers Out	750,000.00	300,000.00		300,000.00	.00
Total for Object 7000		965,503.00	624,145.00	.00	563,814.00	60,331.00
Total for Fund 01 and Expense accounts		9,078,613.00	9,518,294.00	455,266.98	8,436,479.52	626,547.50
Fund 13 - Cafeteria						
2200	Classified Support Salaries	104,277.00	78,217.00		80,729.57	2,512.57-
2215	Classified Extra Duty	1,000.00	2,994.00		1,536.98	1,457.02
2220	Classified Support Substitute	500.00	1,825.00		911.33	913.67
Total for Object 2000		105,777.00	83,036.00	.00	83,177.88	141.88-
3202	Public Employees Retirement Sy	21,628.00	14,123.00		12,320.88	1,802.12
3312	OASDI-Classified Positions	6,242.00	5,073.00		4,841.79	231.21
3322	Medicare-Classified Positions	1,460.00	1,220.00		1,132.36	87.64
3402	Health & Welfare-Classified Po	17,537.00	17,501.00		17,462.70	38.30
3502	State Unemployment Insurance-	529.00	465.00		41.53	423.47
3602	Workers' Compensation Insuranc	3,580.00	3,107.00		2,910.13	196.87
Total for Object 3000		50,976.00	41,489.00	.00	38,709.39	2,779.61
4340	Food Service	8,000.00	10,636.00		6,595.70	4,040.30
4400	Non-Capital Equipment (Up to \$	2,000.00	2,000.00			2,000.00
4700	Food	60,000.00	108,785.00		94,532.45	14,252.55
Total for Object 4000		70,000.00	121,421.00	.00	101,128.15	20,292.85
5200	Travel & Conferences	500.00	1,014.00		421.00	593.00
5600	Rentals, Leases & Repairs	6,000.00	9,312.00		9,051.58	260.42
5800	Services & Operating Expense	400.00	400.00			400.00
5890	Contracts/Service	500.00	500.00		614.00	114.00-
Total for Object 5000		7,400.00	11,226.00	.00	10,086.58	1,139.42
Total for Fund 13 and Expense accounts		234,153.00	257,172.00	.00	233,102.00	24,070.00
Fund 40 - Dist Build						
4400	Non-Capital Equipment (Up to \$		8,289.00		8,288.52	.48
5600	Rentals, Leases & Repairs		6,320.00		673.51	5,646.49
5890	Contracts/Service		576.00		5,675.00	5,099.00-
Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2024, Period = 12, 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 June						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 40 - Dist Build (continued)						
	Total for Object 5000	.00	6,896.00	.00	6,348.51	547.49
6200	Building & Improvements	750,000.00	127,216.00		154,133.90	26,917.90-
	Total for Fund 40 and Expense accounts	750,000.00	142,401.00	.00	168,770.93	26,369.93-
Fund 73 - Bechen						
5800	Services & Operating Expense	25,000.00	25,000.00			25,000.00
	Total for Fund 73, Expense accounts and Object 5000	25,000.00	25,000.00	.00	.00	25,000.00
Fund 78 - Gottardi Fund						
5800	Services & Operating Expense		500.00			500.00
	Total for Fund 78, Expense accounts and Object 5000	.00	500.00	.00	.00	500.00
	Total for Org 006 - Sierra-Plumas Joint Unified School District	10,087,766.00	9,943,367.00	455,266.98	8,838,352.45	649,747.57

Inter-District Attendance Agreements

2024-2025

New/Renewal	School Year	Grade Entering	District of Residence	Receiving District	Reason Given by Requestor	Backup Documentation Received?	In/Out?
Renewal	2024-25	7	SPJUSD	TTUSD	Parents work in Truckee	Yes	Out
New	2024-25	TK	SPJUSD	TTUSD	Spanish immersion program	n/a	Out
Renewal	2024-25	1	Plumas	SPJUSD	Proximity to schools	n/a	In
New	2024-25	TK	Plumas	SPJUSD	Proximity to schools	n/a	In
New	2024-25	K	SPJUSD	Washoe	Proximity to schools	n/a	Out

Report Date:
7/30/2024

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

June 25, 2024

5:00pm CLOSED Session

5:30pm Regular Session

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

Zoom videoconferencing was also available for the public.

A. CALL TO ORDER

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

B. ROLL CALL

PRESENT: *Area 2: Rhynie Hollitz
Area 3: Christina Potter (Vice President)
Area 4: Kelly Champion (President)
Area 5: Richard Jaquez*

ABSENT: *Area 1: Patty Hall (Clerk)*

C. APPROVAL OF AGENDA

POTTER/HOLLITZ

4/0

D. PUBLIC COMMENT FOR CLOSED SESSION

None

E. CLOSED SESSION

The Board moved into Closed Session *at 5:03pm* 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: two (2)

F. RETURN TO OPEN SESSION *at 5:29pm* and ADJOURN FOR BREAK

G. 5:30 PM – RECONVENE *at 5:35pm*

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

POTTER: The item in Closed Session was for discussion only.

J. INFORMATION ITEMS

1. Superintendent Reports

COUNTY—SCOE

- a. SCOE Personnel Items:

1. Assignment of Megan Meschery, Director of Student Improvement, 1.0 FTE, effective July 1, 2024

DISTRICT—SPJUSD

b. Administrator Evaluations/Work Year Calendars

SNIDER: All evaluations have been completed for 2023-2024. Looking at developing goals and work year calendars with the Administrators for the upcoming school year 2024-2025.

2. Business Report

a. Tenth Month SPJUSD Enrollments for the 2023-2024 School Year

3. Staff Reports

a. SCOE

None

b. SPJUSD

DES & DHS—BERARDI: Leak in the school due to high water pressure. There are issues with water pressure in other homes and businesses in Downieville. The pressure relief valve coming into the school broke which blew out our two water-filling stations and the valves on two water heaters. Flooded the student lounge area. Stripped carpet and started cleanup. Thankfully carpet is about to be replaced. Assessing any other damage that may need to be addressed.

4. SPTA Report

None

5. Committee/Board Member Reports

CHAMPION:

--Looking forward to the next Budget Committee meeting.

SNIDER: We are looking at August 6th for that meeting.

--Attended a webinar about Senate Bill 224 regarding Mental Health Education.

6. Public Comment

Comments from John Martinetti and Barbara Jaquez opposing AB 1955.

K. CONSENT CALENDAR

1. Approval of minutes for the Regular Joint Meeting held June 11, 2024

2. Approval of the Agricultural Career Technical Incentive Grant application for 2024-2025

3. Approval of the following SPJUSD personnel items:

a. Resignation for Megan Meschery, Site Administrator, Loyalton High School, 1.0 FTE, effective June 30, 2024

b. Authorization to fill Site Administrator, Loyalton High School, 1.0 FTE

c. Resignation for Brian Devlin, Plant Maintenance, Loyalton, 1.0 FTE, effective June 30, 2024

d. Authorization to fill Plant Maintenance, Loyalton, 1.0 FTE

e. Rescind assignment of Ryan Branche, Spanish Teacher, Loyalton High School, 1.0 FTE

f. Assignment of Chris Schaffnit, English Teacher, Loyalton High School, 1.0 FTE, effective August 19, 2024

HOLLITZ/POTTER

4/0

L. ACTION ITEMS

COUNTY & DISTRICT—SCOE & SPJUSD

- a. Adoption of the 2024-2025 SCOE/SPJUSD Local Control and Accountability Plan
POTTER/HOLLITZ
4/0
- b. Adoption of the 2024-2025 Budgets and the Criteria and Standards Reports
 - 1. SCOE
 - 2. SPJUSD*POTTER/HOLLITZ*
4/0
- c. Approval of the Expulsion Plan triennial review and updates
HOLLITZ/JAQUEZ
4/0
- d. Adoption of Dashboard Local Indicators
 - 1. SCOE
 - 2. SPJUSD*JAQUEZ/POTTER*
4/0
- e. Letter to CSBA opposing AB 1955
JAQUEZ motioned for the board to support and sign the letter to CSBA opposing AB 1955. Second by POTTER.
4/0

DISTRICT—SPJUSD

- f. Adoption of Resolution 24-016D, Spanish Curriculum Adoption for Grades 9th through 12th
HOLLITZ/POTTER
4/0
- g. Approval of quote from Vista Higher Learning for Senderos 2023 Spanish Curriculum
POTTER/HOLLITZ
4/0
- h. Approval of agreement with TinyEYE for counseling services for the 2024-2025 School Year, Contract No. 2025-002D
HOLLITZ/POTTER
4/0
- i. Approval of quote for FuelEducation
HOLLITZ/POTTER
4/0
- j. Approval of quote for UC Scout
JAQUEZ/POTTER
4/0
- k. Review and award bids for the following:
 - 1. American Range Quality Cooking Equipment – *to Zac Stockdale*
 - 2. Apple MacBook 2015 – *to Erin Folchi*
 - 3. Apple MacBook 2018 – *to Andrea Ceresola**HOLLITZ motioned to award all bids as presented. Second by JAQUEZ.*
4/0

- l. Approval of Workplace Violence Prevention Plan
POTTER/HOLLITZ
4/0
- m. Approval of new Employment Agreement for District Superintendent, Contract No. 2025-003D
HOLLITZ/JAQUEZ
4/0

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.”

- n. 0450—Comprehensive Safety Plan
 - o. 0470—COVID-19 Mitigation Plan—DELETE
 - p. 3516—Emergencies and Disaster Preparedness Plan
 - q. 3550—Food Service/Child Nutrition Program
 - r. 3551—Food Service Operations/Cafeteria Fund
 - s. 3553—Free and Reduced Price Meals
- HOLLITZ motioned to approve n-s as presented. Second by JAQUEZ.*
4/0

Annual Review 2024

- t. 5116.1—Intradistrict Open Enrollment
 - u. 6145—Extracurricular and Cocurricular Activities
- CHAMPION motioned to approve t-u with no changes. Second by POTTER.*
4/0

M. ADVANCED PLANNING

1. The next Regular Joint Board Meeting will be held on July 30, 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
 - Update on TinyEye contract questions
 - Recommendation for sub rate increase

N. ADJOURN

CHAMPION adjourned the meeting at 7:17pm.

James Berardi,
County Superintendent

Sean Snider,
District Superintendent

Patty Hall, Clerk

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

DATE: June 25, 2024

CLOSED SESSION BEGAN AT: 5:03 P.M.

BOARD MEMBERS PRESENT:

 Patty Hall ☒ Rhynie Hollitz ☒ Christina Potter ☒ Kelly Champion ☒ Richard Jaquez

OTHERS PRESENT:

- ☒ James Berardi, County Superintendent
☒ Sean Snider, District Superintendent
☐ Terri Ryland, Ryland School Business Consulting, Interim CBO
☒ Carol Wieckowski, Evans, Wieckowski, Ward & Scofield LLP, Legal Counsel
☐ _____

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: two (2)

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 _____ VACANT _____ POTTER _____ CHAMPION _____ JAQUEZ _____

☐ A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION:

HALL _____ VACANT _____ POTTER _____ CHAMPION _____ JAQUEZ _____

II. ENDED CLOSED SESSION AT 5:29 P.M. AND RETURN TO OPEN SESSION

PRESIDED BY:

Kelly Champion
Kelly Champion, PRESIDENT

RECORDED BY:

Christina Potter
Christina Potter, VICE PRESIDENT

Checks Dated 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00017058	06/10/2024	ACSA	01-5200	REGISTRATION	771.75	
			01-5899	REGISTRATION	257.25	1,029.00
00017059	06/10/2024	ALHAMBRA	11-4330	WATER SERVICE		47.44
00017060	06/10/2024	AMAZON CAPITAL SERVICES	01-4300	CLASSROOM SUPPLIES	423.32	
				WELLNESS SUPPLIES	723.70	1,147.02
00017061	06/10/2024	AMERIGAS	11-5500	PROPANE		529.68
00017062	06/10/2024	MEGAN ANDALUZ	01-5810	TRANSPORTATION REIMBURSE		382.23
00017063	06/10/2024	KIMBERLY ASKEW	01-5200	PER DIEM		60.00
00017064	06/10/2024	AT&T	11-5900	PHONE		163.06
00017065	06/10/2024	CADENCE TEAM, INC 4010 FOOTHILLS BLVD.	01-5810	PAN PREMIUM SUPPORT		4,393.00
00017066	06/10/2024	MICAH COHEN, MOT, OTR/L	01-5810	OCCUPATIONAL THERAPY SERVICES		2,862.41
00017067	06/10/2024	ELIZABETH L. CLARK, PC LPC	01-5810	CONTRACTED SERVICES		3,238.00
00017068	06/10/2024	KELLI GROCK	01-5810	COUNSELING SERVICES		4,950.00
00017069	06/10/2024	HARBOR FREIGHT COMMERCIAL ACCOUNT	01-4300	SHOP SUPPLIES		124.36
00017070	06/10/2024	WENDY JACKSON	11-6200	MILEAGE		127.30
00017071	06/10/2024	LAUREN JONES BEHAVIORAL CONSULTANT	01-5810	BEHAVIORAL CONSULTANT	4,384.35	
			01-5899	BEHAVIORAL CONSULTANT	5,622.22	10,006.57
00017072	06/10/2024	LIBERTY UTILITY CA	01-5500	ELECTRICAL SERVICE	435.55	
			11-5500	ELECTRICAL SERVICE	260.99	696.54
00017073	06/10/2024	NOVAH ELECTRIC	11-6200	CLASSROOM ELECTRIC		1,800.00
00017074	06/10/2024	PLUMAS-SIERRA TELECOMMUNICATIONS	11-5600	BROADBAND SERVICE		109.00
00017075	06/10/2024	UBEO WEST LLC	11-5600	COPIER/MAINTENANCE		18.60
00017076	06/10/2024	RYLAND SCHOOL BUSINESS CONSULTING	01-5810	SCHOOL BUSINESS CONSULTING	6,919.00	
			01-5899	SCHOOL BUSINESS CONSULTING	10,378.50	17,297.50
00017077	06/10/2024	LARAIN SEI	01-5200	MILEAGE	83.08	
			01-5899	MILEAGE	249.24	332.32
00017078	06/10/2024	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		256.66
00017079	06/10/2024	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES	309.84	
				WELLNESS CENTER	219.69	
			01-5899	SHOP DEF MAINT SUPPLIES	2,098.82	2,628.35
00017080	06/10/2024	SISKIYOU COUNTY OFFICE OF EDUCATION	01-5300	COALITION DUES		1,914.71
00017081	06/10/2024	TODDLER TOWERS, INC. SIERRAKIDS	01-5810	ELOP SPED AIDE		1,464.84
00017082	06/10/2024	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	HEALTH INSURANCE	1,816.00	
			76-9576	HEALTH INSURANCE	22,285.60	24,101.60
00017083	06/10/2024	U.S. BANK	01-5200	CCS TRAVEL	939.18	
				HOTEL ACCOMODATIONS	1,161.24	
			11-4300	CULINARY CLASS SUPPLIES	5,359.61	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00017083	06/10/2024	U.S. BANK	11-5810	NETWORK SETUP NEW PORTABLE	2,216.36	
			11-6200	NEW PORTABLE BUILDING	76.22	9,752.61
00017084	06/10/2024	U.S. BANK VOYAGER	01-4350	FUEL EXPENSE	224.70	
			01-5200	FUEL EXPENSE	104.44	
			01-5899	FUEL EXPENSE	147.15	
			11-5200	FUEL EXPENSE	116.27	592.56
00017085	06/28/2024	AMAZON CAPITAL SERVICES	01-4300	WELLNESS CNTR SUPPLIES	1,731.78	
				WELLNESS SUPPLIES	738.36	
			01-4400	WELLNESS CNTR SUPPLIES	1,228.29	3,698.43
00017086	06/28/2024	MEGAN ANDALUZ	01-5810	TRANSPORTATION REIMBURSE		320.53
00017087	06/28/2024	AT&T	11-5900	PHONE		164.78
00017088	06/28/2024	DONALD BERGSTROM	01-5810	SPED/DO CLEANING	1,225.00	
			01-5899	GROUPS MAINTENANCE	70.00	
				SPED/DO CLEANING	525.00	
			11-5500	GROUPS MAINTENANCE	70.00	1,890.00
00017089	06/28/2024	BERTAGNOLLI PAVING	01-5899	PAVING	10,084.52	
			01-6200	PAVING	43,600.48	
			11-6200	PAVING	5,965.00	59,650.00
00017090	06/28/2024	HEIDI BETHKE	01-5200	MILEAGE		198.99
00017091	06/28/2024	CDE CASHIER'S OFFICE	01-9650	RETURN OVERPAYMENT		20,677.56
00017092	06/28/2024	CURRENT ELECTRIC & ALARM	01-5810	SERVICE CALL		432.00
00017093	06/28/2024	DERIC BRIGGS DBA D.B. ENTERPRISES LLC	11-6200	PAINTING		3,150.00
00017094	06/28/2024	EDWARDS, STEVENS AND TUCKER, LLP	01-5801	LEGAL FEES		93.00
00017095	06/28/2024	INTERMOUNTAIN DISPOSAL, INC.	11-5500	GARBAGE SERVICE		90.65
00017096	06/28/2024	JOEL TILLMAN	11-5810	NETWORK SETUP NEW PORTABLE		750.00
00017097	06/28/2024	LYNNE KOELLER	01-5810	CONTRACTED SERVICES		150.00
00017098	06/28/2024	LIBERTY UTILITY CA	01-5500	ELECTRICAL SERVICE	397.48	
			11-5500	ELECTRICAL SERVICE	234.62	632.10
00017099	06/28/2024	PITNEY BOWES, INC.	01-5600	POSTAGE MACHINE LEASE	48.26	
			01-5899	POSTAGE MACHINE LEASE	144.79	193.05
00017100	06/28/2024	MIRANDA PRAKASH	01-4300	ESY SUPPLIES		171.50
00017101	06/28/2024	PRESENCELEARNING, INC.	01-5810	PRESENCE LEARNING		14,889.15
00017102	06/28/2024	REMSA CENTER FOR INTEGRATED HEALTH CARE & COMMUNITY EDU	11-4300	CPR CARDS		34.00
00017103	06/28/2024	RYLAND SCHOOL BUSINESS CONSULTING	01-5810	SCHOOL BUSINESS CONSULTING	6,937.50	
			01-5899	SCHOOL BUSINESS CONSULTING	10,406.25	17,343.75
00017104	06/28/2024	SIERRA VALLEY HOME CENTER	01-4300	WELLNESS CENTER		745.38
00017105	06/28/2024	U.S. BANK VOYAGER	01-4350	FUEL EXPENSE	156.58	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00017105	06/28/2024	U.S. BANK VOYAGER	01-5200	FUEL EXPENSE	95.21	
			01-5899	FUEL EXPENSE	48.04	299.83
Total Number of Checks					48	215,600.06

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	36	172,030.88
11	ADULT EDUCATION	18	21,283.58
76	Payroll Clearing	1	22,285.60
Total Number of Checks		48	215,600.06
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			215,600.06

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086868	06/10/2024	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		352.01
00086869	06/10/2024	AMAZON CAPITAL SERVICES	01-4300	ADAPTER	13.89	
				classroom supplies	32.40	
				COMPUTER CABLES/REMOTE	52.42	
				instructional supplies	392.91	
				PROF DEVEL SUPPLIES	1,106.65	
				SMARTBOARD BULB	258.65	
				student instruction	100.46	
				Supplies	53.74	
				TECH SUPPLIES	359.40	
			01-4302	office supplies	5.51	
				TONER CARTRIDGE	35.38	
			01-4320	CARPET DRYER	246.65	
				MAINT SUPPLIES	135.52	
			01-4330	office supplies	229.60	3,023.18
00086870	06/10/2024	KIMBERLY ASKEW	01-5200	HOMELESS EDUCATION CONFERENCE		605.55
00086871	06/10/2024	AT&T	01-5890	PHONE SERVICES	55.59	
			01-5899	PHONE SERVICES	25.85	
			01-5910	PHONE SERVICES	592.71	674.15
00086872	06/10/2024	B & C TRUEVALUE HOME CENTER	01-4320	MISC MAINT SUPPLIES		18.43
00086873	06/10/2024	KATRINA BOSWORTH	01-5200	FIELD TRIP REIMBURSEMENT	102.34	
				MILEAGE	131.32	233.66
00086874	06/10/2024	BRADY INDUSTRIES	01-4320	PAPER TOWELS	119.33	
				Supplies	4.00	123.33
00086875	06/10/2024	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00086876	06/10/2024	CALIFORNIA ASSOCIATION, FFA	01-5200	Ag. Ed. Packets		580.00
00086877	06/10/2024	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
00086878	06/10/2024	CLIENTWORKS	01-5890	TECH SUPPORT		375.00
00086879	06/10/2024	COLLEGE BOARD	01-5890	AP Exams		4,392.00
00086880	06/10/2024	DEPARTMENT OF GENERAL SERVICE OFFICE OF FISCAL SERVICES	40-6200	BLEACHER PROJECT		447.28
00086881	06/10/2024	EDUCATION 4500 LLC	01-5200	LITERACY SUPPORT, CYCLE 1		5,325.00
00086882	06/10/2024	FOLLETT EDUCATIONAL SRV.	Reissued			5,198.70 *
		Reissued on 07/09/2024				
00086883	06/10/2024	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00086884	06/10/2024	HMR ARCHITECTS	40-6200	BLEACHER PROJECT		320.00
00086885	06/10/2024	HUNT & SONS, INC.	01-5590	HEATING OIL		438.78

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00086886	06/10/2024	JOHN'S SPRING & SUSPENSION LLC	01-5600	BUS REPAIR		350.00
00086887	06/10/2024	JOSTENS	01-4305	Diploma and Cover		40.76
00086888	06/10/2024	KEARA STURCKE	01-5890	WORK BASED LEARNING CONTRACT		3,000.00
00086889	06/10/2024	LAKESHORE LEARNING	01-4300	UPK SUPPLIES	2,169.07	
			01-4400	UPK SUPPLIES	2,113.34	4,282.41
00086890	06/10/2024	LES SCHWAB TIRE CENTER	01-4350	Vehicle maintenance		173.88
00086891	06/10/2024	LES SCHWAB	01-4350	Vehicle maintenance		91.96
00086892	06/10/2024	LIBERTY UTILITY CA	01-5510	ELECTRIC - LOYALTON SITES	9,671.07	
			01-5899	ELECTRIC - LOYALTON SITES	449.04	10,120.11
00086893	06/10/2024	LINDSAY MCINTOSH	01-5890	ELOP STARTUP		2,713.41
00086894	06/10/2024	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		1,678.85
00086895	06/10/2024	MOULE PAINT & GLASS	40-5600	WINDOW REPLACEMENT		673.51
00086896	06/10/2024	MOUNTAIN MESSENGER	01-5890	ADVERTISEMENTS AND PUBLIC HEARINGS		173.78
00086897	06/10/2024	ODP BUSINESS SOLUTIONS LLC	01-4302	office supplies		169.84
00086898	06/10/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	Electricity		4,567.77
00086899	06/10/2024	PAXTON/PETTERSON LLC	01-4300	HEALTH KITS		20,123.97
00086900	06/10/2024	PERMABOUND BOOKS	01-4300	LIBRARY SUPPLIES		1,436.42
00086901	06/10/2024	PREMIER MANAGEMENT GROUP	01-6200	CONSTRUCTION MANAGEMENT		5,750.00
00086902	06/10/2024	UBEO WEST LLC	01-5600	COPIER MAINT.	456.94	
			01-5899	COPIER MAINT.	97.49	554.43
00086903	06/10/2024	SACRAMENTO COUNTY OFFICE OF ED / ATTN: FINANCIAL SERVICES	01-5200	ELOP CONFERENCE		150.00
00086904	06/10/2024	SIERRA BOOSTER	01-5890	ADVERTISEMENTS/LEGAL/PUBLIC NOTICES		263.40
00086905	06/10/2024	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE		289.50
00086906	06/10/2024	SIERRA VALLEY HOME CENTER	01-4300	MISC. AG SUPPLIES	384.70	
			01-4320	MAINT. SUPPLIES	182.37	
				MAINT/CUSTODIAL SUPPLIES	289.10	856.17
00086907	06/10/2024	SIERRA-PLUMAS JOINT UNIFIED	01-5890	BANK SERVICE FEES		456.71
00086908	06/10/2024	STAPLES ADVANTAGE	01-4300	student instruction		73.53
00086909	06/10/2024	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		98.00
00086910	06/10/2024	CHRISTOPHER STRINE	01-5200	MILEAGE		85.76
00086911	06/10/2024	SYSCO SACRAMENTO	13-4340	CAFETERIA - FOOD AND SUPPLIES	170.21	
			13-4700	CAFETERIA - FOOD AND SUPPLIES	7,536.63	7,706.84
00086912	06/10/2024	TEAM ONE NETWORKING	01-5899	PHONE SERVICES	17.50	
			01-5910	PHONE SERVICES	262.50	280.00

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00086913	06/10/2024	TERMINIX PROCESSING CENTER	01-5890	PEST CONTROL -LES/LHS		169.00
00086914	06/10/2024	TINY EYES THERAPY SERVICES	01-5890	THERAPY SERVICES		59,586.77
00086915	06/10/2024	TIP INC.,PRINTING & GRAPHIX	01-4330	Envelopes and Letterhead		460.44
00086916	06/10/2024	TODDLER TOWERS, INC. SIERRA KIDS	01-5100	ELOP PROGRAM	52,985.44	
			01-5890	ELOP PROGRAM	31,654.73	84,640.17
00086917	06/10/2024	TRI COUNTY SCHOOLS INS. GR.	01-9535	HEALTH INSURANCE	8,109.24	
			76-9576	HEALTH INSURANCE	84,910.30	93,019.54
00086918	06/10/2024	U.S. BANK	01-4300	GARDEN CIRCUIT BREAKER	539.05	
				GOLF CART BATTERIES	1,404.90	
				IPAD SOFTWARE	388.20	
				LIBRARY BOOKS	7.18-	
				music instruction	32.55	
				student instruction - crafts	120.60	
			01-4320	Clay for baseball mounds	476.37	
				HEATER PARTS	190.23	
				Maint Supplies	263.51	
			01-4330	ADOBE PRO SUBSCRIPTION	13.30	
			01-4350	BUS FUEL/SUPPLIES	88.40-	
				FUEL FOR MAINT.	88.95	
			01-4351	BUS FUEL	358.77	
			01-5200	BOARD WORKSHOP	39.63	
				REGISTRATION	1,427.95	
			01-5890	ZOOM SUBSCRIPTION	226.19	
			01-5899	ADOBE PRO SUBSCRIPTION	6.69	
				BOARD WORKSHOP	39.63	
				MAINT SUPPLIES	337.49	
			01-5900	POSTAGE	95.35	
			40-6200	Concrete Patch	117.18	6,070.96
00086919	06/10/2024	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	221.58	
			01-5900	CELL PHONE SERVICE	229.31	
			01-5910	CELL PHONE SERVICE	343.67	794.56
00086920	06/10/2024	U.S. BANK VOYAGER	01-4305	FUEL FOR ATHLETIC TRIPS	2,168.32	
			01-4350	FUEL FOR FFA	632.71	
			01-4351	BUS FUEL	6,837.84	
				Fuel for Maintenance	486.21	
			01-5200	FIELD TRIP FUEL	148.02	
				FUEL	50.00	10,323.10

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00086921	06/10/2024	WARREN CONSULTING ENGINEERS, INC.	40-5890	SOFTBALL FIELD TOPO		5,100.00
00086922	06/10/2024	AMANDA WATTENBURG	01-5200	MILEAGE	131.32	
				TRAVEL REIMBURSEMENT	1,372.22	1,503.54
00086923	06/28/2024	AEDIS ARCHITECTS	40-6200	ARCHITECTS		4,160.00
00086924	06/28/2024	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		363.30
00086925	06/28/2024	AMAZON CAPITAL SERVICES	01-4300	TECH SUPPLIES		316.22
00086926	06/28/2024	AMERIGAS	01-5540	PROPANE		5,995.96
00086927	06/28/2024	AT&T	01-5890	PHONE SERVICES	54.71	
			01-5899	PHONE SERVICES	25.49	
			01-5910	PHONE SERVICES	717.14	797.34
00086928	06/28/2024	BRADY INDUSTRIES	01-4320	Cleaning Supplies	627.63	
				PAPER TOWELS	31.44	659.07
00086929	06/28/2024	CADENCE TEAM, INC.	01-5890	TECH SUPPORT		500.00
00086930	06/28/2024	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530	Water		312.12
00086931	06/28/2024	EDWARDS, STEVENS AND TUCKER, LLP	01-5810	LEGAL FEES		868.00
00086932	06/28/2024	CAROLINE GRIFFIN	01-5200	REGISTRATION/PER DIEM		619.00
00086933	06/28/2024	LIBERTY UTILITY CA	01-5510	ELECTRIC - LOYALTON SITES	3,438.74	
			01-5899	ELECTRIC - LOYALTON SITES	386.46	3,825.20
00086934	06/28/2024	MARYSVILLE JOINT USD	01-5600	BUS MAINTENANCE		1,419.68
00086935	06/28/2024	MEGAN A. MESCHERY	01-4300	ROARIOR AWARDS		119.80
00086936	06/28/2024	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		148.93
00086937	06/28/2024	MOUNTAIN MESSENGER	01-5890	ADVERTISEMENTS AND PUBLIC HEARINGS		157.45
00086938	06/28/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	Electricity		4,389.97
00086939	06/28/2024	PAXTON/PETTERSON LLC	01-4300	HEALTH KITS		5,780.03
00086940	06/28/2024	PERMABOUND BOOKS	01-4300	LIBRARY SUPPLIES		240.12
00086941	06/28/2024	PIONEER DRAMA SERVICE, INC	01-4300	Drama Scripts		232.25
00086942	06/28/2024	PROMEVO LLC	01-4400	ADMIN COMPUTER		969.24
00086943	06/28/2024	UBEO WEST LLC	01-5600	COPIER MAINT.		71.94
00086944	06/28/2024	SCHOOL SPECIALTY LLC	01-4300	UPK SUPPLIES		1,065.12
00086945	06/28/2024	LARAIN SEI	01-5200	MILEAGE		69.68
00086946	06/28/2024	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	620.32	
			01-5899	GARBAGE SERVICE	12.44	632.76
00086947	06/28/2024	SIERRA HARDWARE	01-4320	Misc Maintenance supplies		437.56
00086948	06/28/2024	SEAN SNIDER	01-5890	NOTARY FEES		45.00
00086949	06/28/2024	STAPLES ADVANTAGE	01-4300	Supplies		133.65
00086950	06/28/2024	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		32.00
00086951	06/28/2024	TINY EYES THERAPY SERVICES	01-5890	THERAPY SERVICES		759.60

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 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086952	06/28/2024	TODDLER TOWERS, INC. SIERRA KIDS	01-5890	ELOP PROGRAM		34,189.00
00086953	06/28/2024	TOWN & COUNTRY FLOORING	40-6200	CARPET REPLACEMENT		29,944.00
00086954	06/28/2024	U.S. BANK	01-4300	ELOP SUPPLIES	2.23-	
				INSTRUCTIONAL SUPPLIES	48.24	
				LIBRARY BOOKS	19.08-	
			01-4330	ADOBE PRO SUBSCRIPTION	13.31	
			01-4350	FUEL FOR MAINT.	109.02	
			01-4351	BUS FUEL	728.53	
			01-4400	ELOP SUPPLIES	1,757.77	
			01-5200	LCAP MEETING	87.87	
			01-5890	ZOOM SUBSCRIPTION	66.29	
			01-5899	ADOBE PRO SUBSCRIPTION	6.68	
				BUILDING MAINT	300.00	3,096.40
00086955	06/28/2024	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	221.58	
			01-5900	CELL PHONE SERVICE	229.31	
			01-5910	CELL PHONE SERVICE	363.79	814.68
00086956	06/28/2024	U.S. BANK VOYAGER	01-4305	FUEL FOR ATHLETIC TRIPS	1,117.96	
			01-4350	FUEL FOR FFA	419.90	
			01-4351	BUS FUEL	3,720.84	
				Fuel for Maintenance	527.06	
			01-5200	FIELD TRIP FUEL	232.11	6,017.87
00086957	06/28/2024	AMANDA WATTENBURG	01-4300	FIELD TRIP LUNCH		98.30
Total Number of Checks					90	463,962.55

	Count	Amount
Reissue	1	5,198.70
Net Issue		458,763.85

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	80	323,556.96
13	Cafeteria Fund	3	9,534.62
40	Special Reserve for Capital Ou	7	40,761.97
76	Warrant/Pass Though (payroll)	1	84,910.30

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 06/01/2024 through 06/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	89		458,763.85	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			<u>458,763.85</u>	

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.

SIERRA COUNTY OFFICE OF EDUCATION

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: James Berardi
County Superintendent

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

2023-2024 School Year

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

Date for information to be reported publicly at a governing board meeting:
July 30, 2024

Please check the box that applies:

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

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

Signature of County Superintendent

Date

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

To: Sean Snider
District Superintendent

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

2023-2024 School Year

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

Date for information to be reported publicly at a governing board meeting:
July 30, 2024

Please check the box that applies:

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

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

Signature of District Superintendent

Date

**BEFORE THE BOARD OF TRUSTEES OF THE
SIERRA COUNTY OFFICE OF EDUCATION
CALIFORNIA**

RESOLUTION 25-001C

FUND TRANSFERS for 2024-2025 FISCAL YEAR

The Board of Trustees of the SIERRA COUNTY OFFICE OF EDUCATION hereby authorizes the Superintendent and Director of Business Services/CBO to:

1. Make transfers between expenditure classification and/or transfers between funds of the budget deemed necessary to permit the payment of obligations of the County/District incurred during the 2024-2025 fiscal year.
2. Appropriate unbudgeted income, if necessary, in accordance with Education Code 42602.
3. Make necessary inter-budget transfers and revisions.

The foregoing Resolution was passed and adopted by the Board of Trustees of the SIERRA COUNTY OFFICE OF EDUCATION on the 30th day of July 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

VACANT: _____

Patty Hall, Clerk

**BEFORE THE BOARD OF TRUSTEES OF THE
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
CALIFORNIA**

RESOLUTION 25-001D

FUND TRANSFERS for 2024-2025 FISCAL YEAR

The Board of Trustees of the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT hereby authorizes the Superintendent and Director of Business Services/CBO to:

1. Make transfers between expenditure classification and/or transfers between funds of the budget deemed necessary to permit the payment of obligations of the County/District incurred during the 2024-2025 fiscal year.
2. Appropriate unbudgeted income, if necessary, in accordance with Education Code 42602.
3. Make necessary inter-budget transfers and revisions.

The foregoing Resolution was passed and adopted by the Board of Trustees of the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT on the 30th day of July 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

VACANT: _____

Patty Hall, Clerk

Sierra-Plumas Joint Unified School District
Sierra County Office of Education
Certificated Substitute Salary Schedule

Description	Current Rate	Proposed Rate		Sub Days 2023-2024	Projected Increase (If Sub Days are the Same)	
		Starting with 24-25	Net Increase			
Morning Session (to lunch period)	\$ 80.00	\$ 100.00	\$ 20.00	31	\$ 620.00	
Afternoon Session (after lunch period)	\$ 80.00	\$ 100.00	\$ 20.00	30	\$ 600.00	
Full Day (Morning & Afternoon Session)	\$ 140.00	\$ 200.00	\$ 60.00	304	\$ 18,240.00	
Long Term (commencing 21st day)	\$ 165.00	\$ 225.00	\$ 60.00	0	\$ -	
				Total Projected Increase:	\$ 19,460.00	
Current Rates Adopted 10/12/21						

SPJUSD Literacy Professional Learning Proposal SY24-25



Jaranae Moody, a teachNOLA Teaching Fellow, concentrates on work at Langston Hughes Academy in New Orleans.

The Opportunity

Committed to refocusing teaching and learning to produce different results for *all* students, SPJUSD leaders aim to improve literacy outcomes through a shared vision of literacy excellence, grounded in the rigor and intent of California's literacy standards. During the 2023-2024 school year, the SPJUSD community invested stakeholders in creating a literacy vision for all students.

Literacy Vision. In SPJUSD, we envision schools where all students can communicate effectively, think, listen, read critically, and be equipped for success in their post-secondary education and careers. TK-12 Literacy instruction is cohesive and consistent across the district with a focus on engaging and supporting students in mastering literacy as required by the grade level and discipline. Literacy instruction is systematic, developmentally appropriate, and student-centered.

To meet the literacy vision, SPJUSD will:

- Use progress monitoring with criterion-referenced assessments and classroom-based screeners to inform instruction.
- Address the Five Pillars of Literacy (Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension) through systematic, intentional, and direct instruction and holds high expectations with high support, believing that all students can read, write, think, and speak at grade level.
- Engage all students in relevant, grade-level, complex texts and content that meet grade and content level standards.
- Provide targeted, evidence-based intervention for students performing below grade level.
- Use standards-aligned instructional materials across all content areas.

SPJUSD & TNTP Partnership

In close partnership with key stakeholders, TNTP will create a tailored literacy learning scope and sequence for a group of teachers and leaders in shifting and refining instructional practice to reflect the demands of California's state standards using Wonders and Windows/Mirrors. More specifically, TNTP will support SPJUSD's Literacy Vision by engaging teachers in:

1. **Task Analysis** - Teaching working in grade band groups to discuss: Are the materials I am using aligned to CCR-standards? Consider curriculum, OG supports, etc. using a lesson analysis planning tool.

Proposed Learning Sequence

Before starting our work with teachers, we would first collaborate with key stakeholders to develop a set of content specific learning objectives that would build upon the strengths and needs of SPJUSD teachers and leaders.

A TNTP Senior Manager will plan and facilitate one in-person professional learning session (2-3 hours) a month in-person during the Wednesday afternoon early release. The same TNTP Senior Manager will also facilitate classroom walkthroughs with SPJUSD leadership to monitor progress of the professional learning in classrooms once a month (2-3 hours).

The TNTP Senior Manager will also plan and facilitate one virtual professional learning each month during the Wednesday early release time (1-2 hours).

Timing	Activities
Foundation Building & Initial Learning September 2024	<ul style="list-style-type: none"> • Half day in-person professional learning with teachers and leaders • Debrief with leaders • One virtual professional learning (1-2 hours)
October 2024	<ul style="list-style-type: none"> • Half day in-person professional learning with teachers and leaders • Half day in-person classroom walkthroughs to progress monitor • Debrief with school leaders • One virtual professional learning (1-2 hours)
November 2024	<ul style="list-style-type: none"> • Half day in-person professional learning with teachers and leaders • Half day in-person classroom walkthroughs to progress monitor • Debrief with school leaders • One virtual professional learning (1-2 hours)
December 2024	<ul style="list-style-type: none"> • Two (1-2 hour) virtual professional learning sessions
January 2025	<ul style="list-style-type: none"> • Half day in-person professional learning with teachers and leaders • Half day in-person classroom walkthroughs to progress monitor • Debrief with school leaders • One virtual professional learning (1-2 hours)
February 2025	<ul style="list-style-type: none"> • Half day in-person professional learning with teachers and leaders • Half day in-person classroom walkthroughs to progress monitor • Debrief with school leaders • One virtual professional learning (1-2 hours)
First week of March 2025	<ul style="list-style-type: none"> • One virtual professional learning (1-2 hours)

- Final Meeting one hour meeting with SPJUSD leaders to debrief, reflect and plan ahead.

Budget

The cost for designing and implementing this professional learning is **\$47,592**. This includes TNTP staff members who will work with school leaders to design and lead the professional learning, travel, and program supplies.



TNTP PROJECT BUDGET		Cost
Program Staff		\$42,819
Program Expenses		\$4,773
TOTAL	\$	47,592

^[1] Pricing is dependent on the availability of a local staff member for the four in person visits (within a 100-mile radius of Loyalton, CA).

Contact Information

TNTP is incredibly excited by the opportunity to partner with SPJUSD on their intentional efforts to improve outcomes for students and teachers. We believe that our robust support for educators and student success could have a meaningful impact on the experience of all stakeholders, and lead to positive long-term outcomes.

For more information, please reach out to Sarah Ledon, Managing Partner at sarah.ledon@tntp.org. We look forward to continuing the conversation about this potential partnership.

ROBERT E. SUTTON Company, Inc.

Pavement Maintenance Contractor

P.O. Box 34032
Truckee, CA 96160

Cal Lic. No. 510637A
Nev Lic. No. 29573

(530) 587-4161
(775) 322-7299

PROPOSAL AND CONTRACT

Date: July 21, 2024

Name: Bertagnolli Paving
Address:

Job Address: Loyalton High School- see attached map for work area

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to do, perform and complete in a good workmanlike manner the following:

Rout cracks 1/4 inch and wider in non-alligatored areas and pressure fill with hot rubberized crack sealant, top off previously filled cracks as needed. Clean and prepare surface and squeegee apply two coats of Reed and Graham's Over Kote asphalt sealer to parking lot and re-stripe.

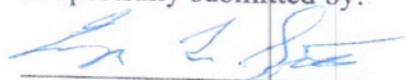
All the work to be completed for the sum of: fifteen thousand eight hundred two and 00/100's

Dollars 15,802.00

Any alteration or deviation from the above, involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above. Contractor is not responsible for notifying tenants of impending work or responsible for damage caused by negligence of others. All agreements must be in writing. In the event that it becomes necessary to institute suit or to employ an attorney to collect any payment or payments due the undersigned for labor or materials furnished under this agreement or any modification thereof, then you shall be liable to the undersigned for the court costs and attorney's fees.

Terms of payment shall be as follows: net 30
Delinquent accounts will be charged a finance charge of 18% per annum.
This proposal is void if not accepted within 30 days.

Respectfully submitted by:



Eric L. Sutton, President

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

Accepted and authorized by:

Date: _____

Signed:

Contractors in California are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three (3) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000 Sacramento, CA 95826; or the State Contractors Board, 70 Linden Street Reno, Nevada 89502.

Untitled Map

Write a description for your map.

Legend



CSBA POLICY GUIDE SHEET – July 30, 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 4111/4211/4311 - Recruitment and Selection

Policy updated to reflect **NEW GUIDANCE** from the California Department of Education and the Commission on Teacher Credentialing related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

Board Policy 4118 (Certificated) - Dismissal/Suspension/Disciplinary Action

Policy updated to generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Board Policy 4218 (Classified) - Dismissal/Suspension/Disciplinary Action

Policy updated to add that the Governing Board expects all employees to serve as positive role models at school and in the community for consistency with expectations for certificated staff, generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, clarify that if a timely request for a hearing is submitted, a third-party hearing officer is required to conduct the hearing if the Board has delegated such authority, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Board Policy 4121 (Certificated) - Temporary/Substitute Personnel

Policy updated to reflect **NEW LAW (AB 897, 2023)** which (1) requires an employment agreement for a categorically funded project to include the expected end date of employment, the source of funding, and the nature of the categorically funded program or project, and (2) specifies that Education Code 44909 does not apply to a teacher of classes for adults. Additionally, policy updated to reflect **NEW LAW (SB 616, 2023)** which (1) requires districts that provide sick leave on an accrual basis to provide sick leave accrual at a rate of at least 40 hours or five days by the 200th calendar day of employment, each calendar year, or 12-month period, (2) for districts that credit employees with sick leave at the beginning of each year, increases paid sick leave to 40 hours or five days, and (3) extends procedural protections against retaliation to employees covered by collective bargaining agreements. In addition, policy updated to clarify that up to 80 hours or ten days of sick leave may be carried over annually, but the district may limit an employee's use of sick leave to 40 hours or five days per year. Policy also updated to provide that reemployment provisions contained in Education Code 44918 do not apply to districts with an average daily attendance of over 250,000 (formerly 400,000).

Board Policy 4127/4227/4327 - Temporary Athletic Team Coaches

Policy updated to acknowledge that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, to include a definition of "interscholastic athletic activities," and to reference **NEW LAW (AB 245, 2023)** which requires training in the use of an automated external defibrillator.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect **NEW LAW (AB 243, 2023)** which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reference **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Board Policy 4161/4261/4361 - Leaves

Policy updated to reference **NEW LAW (AB 472, 2023)** which requires a district that places an employee on an involuntary leave of absence during the period the employee is charged with a criminal offense, is under criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, to, upon the conclusion of the proceedings in favor of the employee, pay the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the district.

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

Personnel *(All Staff)***Policy 4111~4211~43111: Recruitment And Selection**

CSBA NOTE: The following optional policy may be revised to reflect district practice and should be aligned with relevant collective bargaining agreement provisions.

Additionally, the Governing Board should ensure that district hiring procedures are aligned with law, Board policy, and collective bargaining agreements. In C.A. v. William S. Hart Union High School District, the California Supreme Court held that a district can be held vicariously liable for the negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student.

The following paragraph reflects concepts from the California Department of Education's (CDE) publication, "How to Increase the Diversity of California's Educator Workforce," and the California Commission on Teacher Credentialing's (CTC) publication, "Strategic Plan: Ensuring Educator Excellence," related to the benefits students receive when staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

~~The Board of Education~~ The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

CSBA NOTE: Pursuant to Labor Code 432.3, an employer with 15 or more employees is required to include the pay scale for a position in any job posting.

~~The district's selection procedures~~ When posting an employment opportunity, the Superintendent or designee shall include screening processes, interviews, recommendations from previous employers, the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and observations when maintain appropriate, as necessary hiring procedures to identify the best possible candidate ~~candidates~~ for a position. In doing so, Superintendent or designee may establish an interview committee may be established to rank candidates and recommend finalists.-

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential ~~in accordance and consistent~~ with law.

No inquiry shall be made ~~with regard to~~ about any information prohibited by state or federal nondiscrimination laws.

CSBA NOTE: Pursuant to Government Code 12954, the district may not discriminate against a person in hiring based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. However, Government Code 12954 does not interfere with the district's right to maintain drug-free schools or to prohibit employees from possessing, being impaired by, or using cannabis while at work. Government Code 12954 does not preempt state or federal laws requiring applicants to be tested for controlled substances as a condition of employment or to applicants in the building and construction trades or for positions requiring a federal background investigation. The district may utilize drug screenings that do not rely on nonpsychoactive cannabis metabolite results. Districts with questions about applicant cannabis use or screening should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

CSBA NOTE: Labor Code 432.3 prohibits districts from seeking a job applicant's salary history information and from relying on salary history as a factor in determining whether to offer employment to an applicant or the salary to offer. However, if the applicant discloses salary history information voluntarily and without prompting, the district is not prohibited from considering or relying on such information in determining the salary for that applicant. Labor Code 432.3 is not applicable to salary history information that is disclosable pursuant to the California Public Records Act (Government Code 7920.000 - 7930.170) or the Freedom of Information Act (5 USC 552).

The Superintendent or designee shall not inquire, orally or in writing, ~~in regard to about~~ an applicant's salary history information, including compensation and benefits. ~~He/she~~ Additionally, the Superintendent or designee shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. ~~Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying.~~ (Labor Code 432.3)(Labor Code 432.3)

CSBA NOTE: The following paragraph should be modified to reflect district practice.

~~For each district~~For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

~~For each county position, the County Superintendent of Schools will advise the Sierra County Board of Education of a candidate that meets all qualifications for a position and has cleared the employment mandates established by law and the Sierra County Office of Education. No person shall be employed without the recommendation or endorsement of the County Superintendent of Schools or designee.~~

Incentives

CSBA NOTE: Consistent with any applicable collective bargaining agreements, the district may offer incentives (e.g., signing bonuses, assistance with beginning teacher induction costs, assistance with the process of obtaining a clear credential including covering credential costs, a mentoring program, additional compensation, and/or subsidized housing) to recruit teachers, administrators, or other employees in accordance with district needs.

SB 114 (Ch. 48, Statutes of 2023) establishes the Diverse Education Leaders Pipeline Initiative to train, place, and retain culturally responsive school administrators to improve student outcomes and meet the needs of California's education workforce.

Health and Safety Code 53573 permits districts to establish and implement programs that address the housing needs of teachers and other district employees who face challenges in securing affordable housing. Health and Safety Code 53574 enables housing projects on district property restricted to rentals for district employees to qualify for both federal and state low-income housing tax credits. For more information regarding housing for district employees, see the Center for Cities Schools (UC Berkeley), cityLAB (UCLA), and the Turner Center for Housing Innovation's (UC Berkeley), "Education Workforce Housing Handbook."

The following optional section may be revised to reflect local incentive programs.

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

SIERRA COUNTY OFFICE OF EDUCATION
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Policy adopted: April 10, 2007
revised: September 11, 2012
revised: February 11, 2014
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Board Policy Manual

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

Personnel (Certificated)

Policy 4118: Dismissal/Suspension/Disciplinary Action

CSBA NOTE: The following optional policy and accompanying administrative regulation are subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law. Pursuant to Government Code 3543.2, the district and the bargaining unit representing certificated employees must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. For information about dismissal of substitute or temporary employees, see BP 4121 - Temporary/Substitute Personnel.

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, ~~and~~or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all of the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In Morrison v. State Board of Education, the court articulated multiple factors to determine fitness to teach; see the accompanying administrative regulation for these factors.

Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel, accordingly.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. ~~An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

CSBA NOTE: In Kennedy v. Bremerton School District, the U.S. Supreme Court held that the district could not discipline an employee for non-coercive religious conduct while the employee was acting as a private citizen. For more information see the U.S. Department of Education's May 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools." Also see BP/AR 4030 - Nondiscrimination in Employment and BP 4119.1 - Civil and Legal Rights.

In Visalia Unified School District v. Public Employment Relations Board (PERB), the Fifth District Court of Appeal upheld PERB's determination that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of the employee's complaint of retaliation for union activities and that the district retaliated against the employee. However, the court ultimately held in favor of the district, finding that the district proved it would have terminated the employee for poor performance regardless of the protected union activity. Districts with questions about disciplining an officer of an employee organization are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education

Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal ~~warnings, and~~ written warnings, ~~reassignment, suspension, freezing or reduction of wages, compulsory leave~~ without pay, or dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

Suspension/Dismissal Procedures

CSBA NOTE: Education Code 44932 and 44933 specify the causes for which a certificated employee may be suspended without pay or dismissed; see the accompanying administrative regulation.

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

CSBA NOTE: Pursuant to Education Code 44934 and 44934.1, upon the formulation or receipt of a written statement of charges, the Governing Board may notify the employee of the Board's intent to suspend or dismiss the employee.

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the ~~Board's~~Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

CSBA NOTE: Prior to serving the notice of suspension or dismissal, Education Code 44938 requires that, when the charge involves unsatisfactory performance or unprofessional conduct, the employee must be given time to correct the performance or conduct as provided in the following two paragraphs. According to Crowl v. Commission on Professional Competence, when the employee fully remediates the misconduct specified in the written notice, no disciplinary action may be taken. The Crowl decision did not address what could be done when the misconduct specified in the notice reoccurs. Because the lack of further misconduct may not necessarily be equal to full remediation, appropriate disciplinary action should be determined on a case-by-case basis in consultation with CSBA's District and County Office of Education Legal Services or district legal counsel and the collective bargaining agreement.

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

CSBA NOTE: Pursuant to Education Code 44939 and 44939.1, the Board may immediately suspend an employee from performing assigned duties pending suspension or dismissal proceedings for specified causes.

Pursuant to Education Code 44939, an employee who is immediately suspended for a charge other than egregious misconduct may, within 30 days of receiving the suspension notice, serve the Board and file a motion with the Office of Administrative Hearings to seek reversal of the suspension. The review will be limited to whether the facts as alleged in the statement of charges would be a sufficient basis for immediate suspension. A hearing will be held no later than 30 days after the motion is filed, and the administrative law judge will issue a decision no later than 15 days after the hearing. During the review of the motion or while dismissal charges are pending, the Board retains the authority to determine the physical placement and assignment of the employee.

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, ~~44940~~)

CSBA NOTE: If an employee has requested a hearing upon receiving notice of suspension or dismissal, the hearing will be conducted by the Commission on Professional Competence or an administrative law judge pursuant to Education Code 44944 or 44944.1; see the accompanying administrative regulation. The hearing before the Commission on Professional Competence must begin within six months of the employee's request for the hearing, unless extended due to extraordinary circumstances. The Commission on Professional Competence consists of an administrative law judge of the Office of Administrative Hearings, a member appointed by the Board, and a member appointed by the employee.

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

CSBA NOTE: Pursuant to Education Code 44940 and 44940.5, the district is required to place an employee charged with a "mandatory leave of absence offense" on a compulsory leave of absence; see the accompanying administrative regulation.

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

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

Personnel (Classified)

Policy 4218: Dismissal/Suspension/Disciplinary Action

CSBA NOTE: The following optional policy and accompanying administrative regulation are for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following optional policy and accompanying administrative regulation are subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

The Governing Board expects all employees to perform their jobs satisfactorily ~~and~~, to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all of the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework.

Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

CSBA NOTE: In Kennedy v. Bremerton School District, the U.S. Supreme Court held that the district could not discipline an employee for non-coercive religious conduct while the employee was acting as a private citizen. For more information, see the U.S. Department of Education's May 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools." Also see BP/AR 4030 - Nondiscrimination in Employment and BP 4119.1 - Civil and Legal Rights.

In Visalia Unified School District v. Public Employment Relations Board (PERB), the Fifth District Court of Appeal upheld PERB's determination that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of the employee's complaint of retaliation for union activities and that the district retaliated against the employee. However, the court ultimately held in favor of the district, finding that the district proved it would have terminated the employee for poor performance regardless of the protected union activity. Districts with questions about terminating an officer of an employee organization are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of ~~pay step in class, compulsory leave, and wages, or~~ dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

A probationary classified employee may be dismissed without cause ~~at any time prior to the expiration of any time before~~ the probationary period expires.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also, see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

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

In Skelly v. State Personnel Board, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board ~~or by a third-party hearing officer, in accordance with law.~~ (Education Code 45113, 45312)

CSBA NOTE: Education Code 45113 prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing pending discipline, unless excepted by law. To the extent Education Code 45113 conflicts with any collective bargaining agreement the district entered into before January 1, 2023, the new requirements described above would not apply until the expiration or renewal of the agreement. See the section "Employment Status Pending a Disciplinary Hearing" in the accompanying administrative regulation.

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

CSBA NOTE: Pursuant to Education Code 44940, 44940.5 and 45304, the district is required to place an employee charged with a "mandatory leave of absence offense" on a compulsory leave of absence; see the accompanying administrative regulation.

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

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

Personnel**Policy 4121 (Certificated): Temporary/Substitute Personnel**

CSBA NOTE: The following optional policy is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this policy is inconsistent with provisions of a collective bargaining agreement, the collective bargaining agreement would prevail, so long as the applicable provision in the collective bargaining agreement is consistent with law.

The Governing ~~Board of Education~~ recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

Hiring

The District Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

~~The County Superintendent of Schools or designee shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.~~

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Sierra-Plumas Joint Unified School District Board and the County Superintendent of Schools may employ substitute personnel for the remainder of the school year ~~for in~~ positions for which no regular employee is available. The district/county shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

CSBA NOTE: Education Code 44956 and 44957 require that districts give employees who are laid off pursuant to Education Code 44955 priority for substitute service during the period of preferred right to reemployment. The period of preferred right to reemployment is 39 months for laid-off permanent employees and 24 months for probationary employees; see BP 4117.3 - Personnel Reduction.

Pursuant to Education Code 44956, if a laid-off permanent employee serves as a substitute in any position requiring certification for 21 days or more within a period of 60 school days, the compensation that the substitute employee receives for substitute service during the entire 60-day period shall not be less than the amount the employee would receive if the employee had been reappointed. Education Code 44957 does not contain similar provisions for probationary employees; such employees are paid according to the salary schedule for substitute employees adopted by the Governing Board, regardless of the number of days worked as a substitute.

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

Classification

CSBA NOTE: A certificated employee's classification as a substitute, temporary, probationary, or permanent employee governs the statutory job protections to which the employee is entitled and the procedures that apply if the employee is not reelected; see the "Release from Employment/Dismissal" section below. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise regarding such classification.

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

CSBA NOTE: The following two paragraphs describe circumstances under which the Education Code expressly defines a position as temporary. In both Bakersfield Elementary Teachers Association v. Bakersfield City School District and California Teachers Association v. Vallejo City Unified School District, the courts determined that it was inappropriate to classify certificated employees as temporary on the basis of the provisional status of their credential (i.e., those serving under an intern credential, provisional internship permit, short-term staff permit, emergency teaching permit, or credential waiver). According to the courts, districts may classify as temporary employees only those persons who are specified to be temporary employees in the Education Code. All other certificated employees who cannot be properly classified as substitute or permanent employees must be classified as probationary employees.

One circumstance under which a teacher may be classified as a temporary employee is when the district needs an additional teacher for a period of one semester to one year because of teacher absence due to leaves or long-term illness, as authorized in Education Code 44920. As provided below, Education Code 44920 requires the Board to determine the number of temporary employees that may be hired under these circumstances. In McIntyre v. Sonoma Valley Unified School District, the court clarified that a district's ability to classify an employee as temporary pursuant to Education Code 44920 is not dependent upon a one-to-one match of temporary employees to employees on leave. Rather, all that is required is that the number of temporary teachers not exceed the total number of employees on leave at any one time.

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee, even if employed for less than a semester. The Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

Additionally, the Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools ~~also~~ shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)
3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)
4. Serve in a position for a period not to exceed 20 working days, in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)

CSBA NOTE: Item #5 below applies only to high school and unified districts.

5. Serve only for the first semester, because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to ~~item~~Item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

CSBA NOTE: Education Code 44909 authorizes districts to employ certificated employees in programs and projects conducted under contract with public or private agencies or through categorically funded projects which are not required by federal or state statutes and provides that such persons may be employed for periods less than a full school year. Pursuant to Education Code 44909, the terms and conditions under which such persons are employed must be mutually agreed upon by the employee and the Board, be in writing, and as amended by AB 897 (Ch. 548, Statutes of 2023), include the expected end date of employment, the source of funding, and the nature of the categorically funded program or project.

Pursuant to Education Code 44909, such persons may be terminated at the expiration of the contract or specially funded project without regard to termination procedures required for probationary or permanent employees. In Stockton Teachers Association v. Stockton Unified School District, the court of appeals clarified that "the expiration of the contract" refers to the contract between the district and the agency providing categorical funds, not a contract between the district and employee. Thus, the district may not hire a person for more or less than the term of the contract or project and treat such a person as a temporary employee. Education Code 44909 does not apply to a regularly credentialed employee who has been employed in the district's regular educational programs as a probationary employee before being subsequently assigned to any one of these programs, or as amended by AB 897, to a teacher of classes for adults.

CSBA recommends that districts use a separate employment agreement tailored to employees hired pursuant to Education Code 44909. Districts with questions regarding employment agreements or the classification or termination of employees hired pursuant to Education Code 44909 should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. ~~He/she~~An employee may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Temporary employees shall not participate in the health and welfare plans or other fringe benefits of the district.

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of ~~his/her~~ employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of ~~48 hours; 80 hours or ten days.~~ However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of ~~his/her~~ employment, after which ~~he/she~~the employee may use the sick days as they are accrued. (Labor Code 246)

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

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

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in ~~AR~~Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools Board ~~Board~~ may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

CSBA NOTE: Pursuant to Education Code 44954, if a district decides not to reelect for the following year a temporary employee who has served at least 75 percent of the days in the school year, the district must so notify that employee by the end of the school year. In Neily v. Manhattan Beach Unified School District, the court held that Education Code 37200, which defines a school year as ending June 30, is applicable for determining the deadline for this notification, not the last day that students and teachers are in their classrooms.

The Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as ~~he/she~~the employee is notified, before the last day of June, of the district's decision not to reelect ~~him/her~~the temporary employee for the following school year. (Education Code 37200, 44954)

Reemployment as a Probationary Employee

CSBA NOTE: Education Code 44917, 44918, and 44920 provide that a substitute or temporary employee who performs the duties of a certificated employee for a complete school year, or for at least 75 percent of the days in the school year, shall be given credit for a complete year as a probationary employee if the employee is then employed as a probationary employee the following school year, as provided below. However, in McIntyre v. Sonoma Valley Unified School District, the court clarified that a district is not required to grant probationary status to an employee based solely on the fact that the employee served as a temporary employee for more than one year if the employee is released and reemployed as a temporary employee for the following year to fill the position of a regularly employed person absent from service.

Reemployment provisions contained in Education Code 44918 do not apply to districts with average daily attendance of over 250,000; such districts should modify the following section accordingly.

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, ~~his/her~~the employee's previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee

for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to ~~item~~Item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to ~~item~~Item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which ~~he/she~~the employee is certified. Preference for available positions shall be determined by the Sierra-Plumas Joint Unified School District Board or County Superintendent of Schools as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

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

Personnel**Policy 4127 ~ 4227 ~ 4327 (All Staff): Temporary Athletic Team Coaches**

The Governing Board acknowledges that well-trained coaches are vital to the success of the experience of students in sports and interscholastic athletic activities, and therefore desires to employ highly qualified coaches for the district's interscholastic athletic activities in order to enhance the knowledge, skills, motivation, and safety of participating students. The Board of Education desires to employ highly-qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes.

The Superintendent or designee may hire a certificated or noncertificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. ~~(5 CCR 5590)~~ Interscholastic athletic activities include any activities in which student teams participate in interscholastic competition. (5 CCR 5590)

CSBA NOTE: When hiring a temporary athletic team coach, Education Code 44919 requires districts to first make the position available to a credentialed teacher presently employed by the district. In CTA v. Rialto Unified School District, the California Supreme Court held that the law is intended to grant a current certificated employee a limited advantage in the hiring process over a noncertificated employee or a nonemployee, provided that the applicant applies for the position and meets qualification criteria established by the district.

When hiring a person to fill a position as a temporary athletic activity team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

CSBA NOTE: 5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (CIF) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to applicable law, Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct.

Noncertificated coaches shall have no authority to assign grades to students. (5 CCR 5591)

Qualifications and Training

CSBA NOTE: 5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

CSBA NOTE: Pursuant to Education Code 49024, any noncertificated employee or volunteer who works with students in a district-sponsored student activity program, such as a scholastic program, an interscholastic athletic program, or extracurricular activities, is required to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check. See BP/AR 1240 - Volunteer Assistance and AR 4112.5/4212.5/4312.5 - Criminal Record Check. Thus, the Governing Board may (1) choose to require a temporary athletic team coach to obtain the ASCC or a DOJ/FBI criminal background check, (2) permit an individual, at the individual's discretion, to obtain either the ASCC or DOJ/FBI check, or (3) apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers). The following paragraph should be modified to reflect district practice.

In addition, Education Code 45125.01 allows multiple districts within a county or within contiguous counties to share criminal record information of noncertificated employees and volunteers working in a student activity program.

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic ~~program~~activity shall, prior to beginning ~~his/her~~the individual's duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

CSBA NOTE: Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1, which, as amended by AB 245 (Ch. 422, Statutes of 2023), includes training in cardiopulmonary resuscitation, use of an automated external defibrillator (AED), and first aid that includes but is not limited to training in recognizing the signs, symptoms, and appropriate response to concussions, heat illness, and cardiac arrest. Additionally, Education Code 33479.6 requires coaches to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. For more information regarding training of interscholastic athletic activity coaches, see the accompanying administrative regulation.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6, 35179.1, and 49032, and by district policy.

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

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

Personnel *(All Staff)***Policy 4140~4240~4340: Bargaining Units**

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of specified employees wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which employees to be represented by that organization are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the organization, (2) another employee organization files a challenge to the appropriateness of the organization or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

While the terms "employee organization," "exclusive representative," "recognized employee organization," and "bargaining unit" are similar, the differences are important for purposes of understanding the rights and obligations of each one. As defined by Government 3540.1, "employee organization" means an organization that includes district employees that represents those employees in their relations with the district as one of its primary purposes; "exclusive representative" means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees; and "recognized employee organization" means an employee organization that has been recognized by a district as the exclusive representative. "Bargaining unit" is not defined in statute but is used in this policy to referred to the entity with which the district is required to bargain regarding compensation and working conditions for a represented group of district employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that bargaining unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent for~~ the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~ the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: The Public Employment Relations Board (PERB) uses a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons, insignia, or other pictorial or written messages by employees is justified by special circumstances. In East Whittier School District, PERB found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. Due to the legal uncertainty in this area, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to limiting the wearing of union buttons, insignia, or other pictorial or written messages.

Employees shall not be prohibited from wearing union buttons, insignia, or other ~~items~~ pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by ~~an~~the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management (including senior management) and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an exclusive representative. Certain management positions designated by the Board under state law such as Education Code 45100.5 may be subject to review by PERB. For questions regarding which positions qualify as "management" or "confidential," districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, ~~such employees~~employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ~~(Education Code 45100.5, Government Code 3543.4)~~

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, any district found by PERB to be in violation of this prohibition may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

CSBA NOTE: This section is optional and may be revised to reflect district practice. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or district legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~ The district may disseminate written documents, recorded messages, or other mass communications to multiple actual or perspective employees any mass communication represented by an exclusive representative concerning employees' their rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet to join and confer or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the employees' exclusive representative regarding concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code ~~3553~~ 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~ each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~ the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if where there is an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice operations that was not reasonably foreseeable.~~ (Government Code ~~3555.5~~, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to the structure, time, and manner of~~ access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~ the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's ~~decision of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025.

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations, unless~~ the district shall ensure the following: (Government Code 3556)

~~When and the exclusive representative have agreed otherwise, when the district has not conducted an in-person new employee in-person orientation has not been conducted within 30 days of hiring any a new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person in-person meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)~~

CSBA NOTE: Pursuant to Government Code 3556, the district must provide at least 30 minutes of paid time for new employees to attend the meeting. However, nothing prohibits the district and the exclusive representative from providing more than 30 minutes of paid time.

1. ~~During this meeting, the exclusive representative shall be permitted to communicate directly with the newly hired new employees for up to 30 minutes of paid time. (Government Code 3556)~~

~~Within seven days of an exclusive representative's request to schedule such an in-person meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.~~

2. ~~When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.~~

~~Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.~~

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558 and 7928.300, which implemented the decision by the California Supreme Court in County of Los Angeles v. Los Angeles County Employee Relations Commission, districts are required to provide each exclusive representative with the home address, home telephone number(s), and personal cell phone number of every employee represented by the exclusive representative unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), ~~personal email address(es) of all employees represented by the exclusive representative on file with the district, and home address of any newly hired. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.~~

CSBA NOTE: Pursuant to Government Code 3558, specified contact information is required to be provided for all employees every 120 days and within 30 days of the date of hire or by the first pay period of the month following the date of hire for new employees. The following paragraph should be revised if districts have an agreement with an exclusive representative requiring more frequent disclosure.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~ Additionally, the Superintendent or designee shall provide the exclusive representative with the same information ~~in regard to~~ for all employees ~~in the bargaining unit at least~~ represented by the exclusive representative every 120 days, unless more frequent ~~or detailed lists are~~ disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~6207~~6205-6210, 6215, ~~6215.2~~6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

CSBA NOTE: he Safe at Home address confidentiality program has been in existence pursuant to Government Code 6205-6210 and 6215-6216 to protect victims of domestic violence, sexual assault, stalking, human trafficking, and elder or dependent adult abuse, and members of their households, as well as district employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district. This type of protection has been extended, pursuant to Government Code 6205-6210, as amended by AB 243 (Ch. 642, Statutes of 2023), to victims of child abduction and members of their households.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207~~6205-6210 and 6215-16
3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone number, and personal cell phone ~~numbers~~number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. If the alleged violation involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. The opportunity to cure is limited to not more than three times in any 12-month period. If a violation is found, PERB is required to assess against the district a civil penalty of at most \$10,000 and payment of the exclusive representative's attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558 limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violations and may be revised to reflect district practice.

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

~~by Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable~~

~~regulation, employee organizations may also~~Organizations

CSBA NOTE: Pursuant to Government Code 3543.1, districts are required, subject to "reasonable regulation" set forth by the district and at "reasonable times," to provide an employee organization with access to the work areas of employees represented by the employee organization and district facilities for the purpose of meetings with employees represented by the employee organization. Similarly, Government Code 3543.1 requires the district, subject to "reasonable regulation" by the district, to provide an employee organization with the use of institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. In Desert Community College District, PERB held that the district must show that a regulation is "reasonable" if it is (1) necessary to the efficient operation of the district's business and/or safety of its employees and others and (2) narrowly drawn to avoid overbroad, unnecessary interference with the exercise of statutory rights. Such regulation is also subject to bargaining with the exclusive representative, if applicable. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to adopting or implementing such regulations.

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

~~Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.~~

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Employees who choose to become members of an employee organization pay membership dues, which are required to be deducted from the employee's salary or wage payment as provided below. Pursuant to the

U.S. Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, employees who choose not to become members of an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount ~~which~~that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~An~~When an employee organization ~~that certifies~~has certified to the district that it has and will maintain individual employee authorizations ~~shall handle and process employee-written authorizations~~ for payroll deductions. ~~When an employee organization provides such a certification to the district,~~ the district shall rely on information from the employee organization regarding the amounts of

such payroll deductions and ~~from which the employees. The to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization shall not be required to submit to the. The district also shall not require~~ a copy of the written authorization ~~in order for the payroll deductions to be effective.~~

~~However, to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)~~

~~When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)~~

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

SIERRA COUNTY OFFICE OF EDUCATION
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Board Policy Manual

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

Personnel (All Staff)

Policy 4157~4257~4357: Employee Safety

CSBA NOTE: The following optional policy and accompanying administrative regulation may be subject to collective bargaining agreements and should be modified to reflect district practice. Pursuant to Government Code 3543.2, safety conditions of employment are within the scope of bargaining.

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. -Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful.- (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions ~~which~~that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

CSBA NOTE: Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), requires the district's injury prevention program to include a workplace violence prevention plan.

Additionally, 8 CCR 3203 requires the district to provide employees with access to the district's injury and illness prevention program.

See the accompanying administrative regulation for required injury prevention program elements and specific requirements related to employee access.

The Superintendent or designee shall establish and implement a written injury and illness prevention program; ~~that includes a workplace violence prevention plan~~ and ~~provide~~that provides employees with access to such program; in accordance with law.- (Labor Code 6401.7; 8 CCR 3203)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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

Personnel**Policy 4161 ~ 4261 ~ 4361 (*All Staff*): Leaves**

CSBA NOTE: The following optional policy is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreement. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

The ~~Governing Board of Education~~ shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

~~The Board recognizes the following justifiable reasons for employee absence:~~

CSBA NOTE: Items #1-10 below reflect categories of leave which are described in more detail in the cross- referenced leave policies or administrative regulations cited below in the Policy Reference section. In addition, Education Codes 44963, applicable to certificated staff, and 45198, applicable to classified staff, allow the Governing Board to grant leaves with or without pay to certificated and classified staff for any purpose or period of time, as long as no employee is deprived of any leave to which the employee is legally entitled. Education Code 45190, as amended by AB 472 (Ch. 331, Statutes of 2023), clarifies that, as to classified staff, including in a district that has adopted the merit system, the Board's authority to grant leaves of absence and vacations with or without pay includes voluntary leaves of absence. Any additional types of leaves so granted by the Board may be added to the following list.

Employees have the right to take leaves as authorized by law and/or collective bargaining agreements, including, but not limited to:

1. Personal illness or injury
2. Industrial accident or illness
3. Family care and medical leave
4. Military service
5. Personal necessity and personal emergencies

CSBA NOTE: Pursuant to Education Code 44986, the Board may grant to any certificated employee who has applied for disability benefits a leave of absence, not to exceed 30 days beyond final determination of the employee's eligibility for disability benefits by the State Teachers' Retirement System. If the employee is determined to be eligible, that leave must be extended for the term of the disability, up to 39 months.

6. Disability leave for certificated employees in accordance with Education Code 44986
7. Vacations for classified staff and certificated management staff, as applicable
8. Sabbaticals for purposes of study or training related to the employee's job duties
9. Attendance at work-related meetings and staff development opportunities

CSBA NOTE: Pursuant to Education Code 45190, as amended by AB 472 (Ch. 331, Statutes of 2023), if a district, including a district that has adopted the merit system, places an employee on an involuntary leave of absence during the period the employee is charged with a criminal offense, is under a criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, then, upon the conclusion of the proceedings in favor of the employee, the district is required to pay to the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the district. "Involuntary leave of absence" includes, but is not limited to, a compulsory leave of absence or a suspension.

10. Compulsory leave

11. Maternity, parental leave, and reproductive loss leave for both certificated and classified staff, as applicable under state law

12. Bereavement

Long-Term Leaves

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that employee held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

Administrative and Supervisory Personnel

CSBA NOTE: Leave provisions for administrative and supervisory personnel who are not subject to collective bargaining agreements may be detailed in an individual contract, memorandum of understanding, or Board policy. The following optional section is for use by districts that, through policy, grant the same leave provisions to administrative and supervisory employees as are granted to other certificated or classified employees.

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.