## AGENDA for the Joint Meeting of the Sierra County Board of Education and the

## Sierra-Plumas Joint Unified School District Governing Board

October 08, 2024

5:00pm CLOSED Session 6:00pm Regular Session

#### **Meeting Location:**

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

#### Zoom for the public:

Link: https://us02web.zoom.us/i/84416947290

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

Webinar ID: 844 1694 7290

#### **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):

- 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)
- 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 and Terms of Payment

- F. RETURN TO OPEN SESSION and ADJOURN FOR BREAK
- G. 6:00PM RECONVENE
- H. FLAG SALUTE
- I. REPORT OUT FROM CLOSED SESSION
- J. INFORMATION ITEMS
  - 1. Correspondence
    - a. Letter from the California Department of Education approving the 2024-2025
       SCOE and SPJUSD Budgets and Local Control Accountability Plan (LCAP)\*\*
  - 2. Superintendent Reports

#### COUNTY—SCOE

- a. Conference updates
- b. E-Bus Project

#### DISTRICT—SPJUSD

- c. Update on Superintendent's goals for 2024-2025\*\*
- d. Facilities Projects update
- 3. Business Report
  - a. Necessary Small School Funding Model
  - b. Account Object Summary-Balance from 07/01/2024 to 09/30/2024
    - 1. SCOE\*\*
    - 2. SPJUSD\*\*
  - c. First Month SPJUSD Enrollments for the 2024-2025 School Year\*\*
- 4. Staff Reports
  - a. SCOE
  - b. SPJUSD
- 5. SPTA Report
- 6. Committee/Board Member Reports

7. Public Comment — This is an opportunity for members of the public to directly address the governing board on any item of interest that is within the subject matter jurisdiction of the governing board. Three (3) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

#### K. CONSENT CALENDAR

- 1. Approval of minutes for the Regular Joint Meeting held September 10, 2024\*\*
- 2. Approval of Board Report-Checks Dated 09/01/2024 through 09/30/2024
  - a. SCOE\*\*
  - b. SPJUSD\*\*
- 3. Approval of Quarterly Report on Williams Uniform Complaints for the quarter ending 09/30/2024
  - a. SCOE\*\*
  - b. SPJUSD\*\*
- 4. Approval to surplus E-Waste for SCOE and SPJUSD\*\*
- 5. Approval of the following SPJUSD personnel items:
  - a. Assignment of Carlie Sheridan, 2024-2025 JV Volleyball Coach, Loyalton High School
  - b. Resignation for Faith Edwards, 2024-2025 Advisor Friday Night Live Kids, Downieville K-6
  - c. Assignment of Katrina Bosworth, 2024-2025 Advisor Friday Night Live Kids, Downieville K-6
  - d. Resignation for Katrina Bosworth, 2024-2025 Advisor Club Live, Downieville 7-8

#### L. ACTION ITEMS

1. New Business

#### COUNTY & DISTRICT

#### PUBLIC HEARING—Textbooks and Instructional Materials

- a. Public Hearing to receive comments on the sufficiency of textbooks and instructional materials for Transitional Kindergarten through 12<sup>th</sup> grade in each subject and to assure that they are aligned with the state standards adopted pursuant to Ed Code 60605 or 60605.8. Also meet the reporting and sufficiency requirements contained in Ed Code 60119.
- b. Adoption of Resolution No. 25-004C, Sufficiency of Textbooks or Instructional Materials, SCOE\*\*
- c. Adoption of Resolution No. 25-004D, Sufficiency of Textbooks or Instructional Materials, SPJUSD\*\*
- d. Adoption of REVISED Resolution No. 25-003C, Adopting the Gann Limit, SCOE\*\*
- e. Adoption of REVISED Resolution No. 25-003D, Adopting the Gann Limit, SPJUSD\*\*
- f. Adoption of the Unaudited Actuals for the Fiscal Year Ending June 30, 2024
  - 1. SCOE\*\*
  - 2. SPJUSD\*\*

#### DISTRICT—SPJUSD

g. Approval of REVISED Assignments to Teach Core Subjects out of Credential Authorization for the 2024-2025 school year\*\*

- h. Approval of agreement with the Foundation for California Community Colleges on behalf of the California College Guidance Initiative (CCGI), Contract No. 2025-009D\*\*
- Authorization to enter a Memorandum of Understanding with the Corporation for Education Network Initiatives in California (CENIC) for the Broadband Infrastructure Grant (BIG) project at Loyalton Elementary School, Contract No. 2025-011D\*\*
- j. Approval of contract with Martin Earthworks to complete scope of Broadband Infrastructure Grant (BIG) project at Loyalton Elementary School, Contract No. 2025-013D\*\*
- k. Presentation of Veregy's response to the RFQ for CALSHAPE and Energy Efficiency Projects at Downieville School\*\*
- 1. Approval of contract with Veregy Pacific, LLC, Contract No. 2025-012D\*\*
- m. Approval of quote from Silver State International for diesel bus repairs\*\*
- n. Approval of Safe Schools Plan bi-annual review and revisions\*\*

#### **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."

## Batch from September 10th - Second Reading

- o. 0410—Nondiscrimination in District Programs and Activities^
- p. 1312.3—Uniform Complaint Procedures^^
- q. 4030—Nondiscrimination in Employment^^
- r. 4033—Lactation Accommodation^^
- s. 4119.11~4219.11~4319.11—Sex Discrimination and Sex-Based Harassment\*\*
- t. 5145.3—Nondiscrimination/Harassment^^
- u. 5145.7—Sex Discrimination and Sex-Based Harassment^
- v. 5146—Married/Pregnant/Parenting Students^^

## New for October 8th - First Reading

- w. 9010-Public Statements\*\*
- x. 9012—Board Member Electronic Communications\*\*
- y. 9220—Governing Board Elections
  - 1. Bylaw\*\*
  - 2. Exhibit NEW\*\*
- z. 9223—Filling Vacancies\*\*
- aa. 9320—Meetings and Notices\*\*
- bb. 9323.2—Actions by the Board
  - 1. Bylaw\*\*
  - 2. Exhibit (1), revisions\*\*
  - 3. Exhibit (2), DELETE

#### M. ADVANCED PLANNING

- The next Regular Joint Board Meeting will be held on November 12, 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

## 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 – 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.



## CALIFORNIA DEPARTMENT OF EDUCATION

TONY THURMOND

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

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

September 16, 2024

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

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

Dear Superintendent Berardi and Superintendent Snider:

Subject: 2024–25 County Office of Education and School District Budgets and Local Control Accountability Plans (LCAPs)

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

- Comply with the Criteria and Standards for fiscal stability adopted by the State Board of Education.
- Allow SCOE & SPJUSD to meet its financial obligations during the fiscal year.
- Are consistent with a financial plan that will enable SCOE & SPJUSD to satisfy its multiyear financial commitments.

Based on this review, SCOE & SPJUSD's 2024–25 adopted budgets are approved.

Additionally, this letter serves as formal notification that the State Superintendent of Public Instruction has approved the SCOE & SPJUSD's 2022–23 through 2024–25 LCAPs for the 2024–25 school year, consistent with *EC* sections 52070(d) and 52070.5(d).

The CDE notes that the 2024–25 negotiations with the certificated and classified bargaining units were not settled at the time the budgets were adopted. To the extent that collective bargaining agreements result in additional ongoing costs, the CDE advises SPJUSD that such increased costs should be supported by additional ongoing revenues or ongoing reduction of expenditures. Further, the Criteria and Standards

James Berardi, Superintendent; Sean Snider, Superintendent September 16, 2024 Page 2

specify that upon settlement, SPJUSD must provide the CDE with an analysis of the cost of the settlement and its impact on the operating budget. The public disclosure documents prepared in compliance with *Government Code* Section 3547.5 can be used to satisfy this requirement.

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

The CDE appreciates the submission of SCOE & SPJUSD's budgets and awaits its First Interim Reports, which are due to the CDE by December 16, 2024. On behalf of the Superintendent, we thank you and your staff for your persistent efforts to increase student achievement and close opportunity and achievement gaps for all your students. We look forward to continued partnership with the SCOE & SPJUD as we continue to ensure opportunities for every student in California to have a world-class education.

If you have any questions or concerns related to the adopted budget, please contact the Fiscal Oversight and Support Office by email at <a href="mailto:sacsinfo@cde.ca.gov">sacsinfo@cde.ca.gov</a>. If you have any questions regarding the LCAP, please contact Joshua Strong, Administrator, Local Agency Systems Support Office, by phone at 916-319-0303 or by email at <a href="mailto:istrong@cde.ca.gov">istrong@cde.ca.gov</a>.

Sincerely,

John Miles

John Miles, Administrator Fiscal Oversight and Support Office Joshua Strong

Joshua Strong, Administrator Local Agency Systems Support Office

JM/JS:cm

2024-0202-46

cc: Randy Jones, Director of Business Services

Unity Sakamoto, Local Agency Systems Support Office

## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

## Sean Snider Superintendent

Phone: (530) 993-1660 FAX: (530) 993-0828 Email: ssnider@spjusd.org

## Progress Report on Superintendent's Goals for 2024-2025 Sean Snider Presented to the Board of Trustees October 8, 2024

\*Updates on goals will be provided in October, January, March, and May in order to establish two-way feedback on the progress of each.

- 1. Provide instructional leadership and support for increased student academic achievement.
  - a. Be visible and present on school campuses and in classrooms no less than 3 times monthly.
    - 1. I have been present on school campuses and in classrooms no less than 3 times monthly.
  - b. Coordinate no less than 3 professional development opportunities for staff by June 1, 2025.
    - 1. K-12 Literacy
      - 1. Literacy series kicked off on September 25, 2024.
    - 2. Introduction to the Revised Mathematics Framework
      - 1. This will kick off in April or May after the literacy series concludes.
    - 3. Series of Online Professional Development Modules for Classified Staff and Substitutes
      - 1. Once I have personally reviewed each course, this series will launch.
- 2. Maintain positive working relationships with school staff, community agencies, and the school community as a whole.
  - a. Attend no less than 2 Board of Supervisors' meetings by June 30, 2025.
    - 1. September 17, 2024
  - b. Attend no less than 2 Loyalton City Council meetings by June 30, 2025.
  - c. Attend no less than 5 community events / fundraisers by June 1, 2025.
    - 1. Cattlemen's Association Dinner September 14, 2024
    - 2. Downieville Brewfest September 21, 2024
    - 3. Tech-Wise Family Night October 3, 2024
- 3. Make progress on the facilities needs of the district.
  - a. Provide a list of facility priorities for each school site for the 2024-2025 school year at the September 10, 2024 Board meeting.
    - 1. List of facilities priorities for the 2024-25 school presented at the September 10, 2024 board meeting.
  - b. Report on the progress of this year's facilities improvement projects no less than 3 times during the 2024-25 school year.
    - 1. Progress report on September 10, 2024, October 8, 2024.
- 4. Continue to reduce deficit spending, with the goal of presenting a balanced budget for the 2025-2026 school year.
  - 1. Reviewing Unaudited Actuals is a critical first step toward this goal.
- 5. Provide mentoring and support for new Director of Student Improvement and 2 new principals.
  - a. Daily check-ins
    - 1. Daily check-ins happening
  - b. Weekly Principals' meetings
    - 1. Weekly meetings happening
  - c. Monthly individualized coaching meetings
    - 1. Monthly coaching meetings began in September
  - d. Ongoing support as needed

Balances through Some	eptember Descriptio	n	Adopted	Revised	Encumbered	Expenditure	Fiscal Year 2024/2
und <b>01 - Gen Fund</b>			Budget	Budget		•	Balance
1100	Teachers Salaries		445,349.00	445,349.00	383,055.50	49,223.09	13,070.4
1115	Certificated Extra Duty		500.00	500.00	000,000.00	1,545.00	1,045.0
1120	Certificated Substitutes		8,621.00	8,621.00		400.00	8,221.0
1200	Certificated Pupil Support Ser		26,175.00	26,175.00	19,631.43	6,958.66	415.0
1300	Certificated Supervisor Admini		227,244.00	227,244.00	173,003.22	57,667.74	3,426.9
		Total for Object 1000	707,889.00	707,889.00	575,690.15	115,794.49	16,404.3
2100	Instructional Aides' Salaries	•	188,908.00	188,908.00	148,787.18	21,410.42	18,710.4
2115	Classified Extra Duty		100,000.00	100,000.00	110,101.10	522.84	522.8
2200	Classified Support Salaries		46,604.00	46,604.00	38,420.39	8,183.98	.3
2201	BUS DRIVER		79,292.00	79,292.00	72,534.84	13,470.41	6,713.2
2220	Classified Substitute Salaries		2,000.00	2,000.00	-,	,	2,000.0
2300	Classified Supervisors' Admini		148.879.00	148.879.00	116,738.55	30,542.88	1.597.5
2400	Clerical Technical Office Staf		247,939.00	247,939.00	190,621.96	61,972.81	4,655.7
2900	Other Classified Salaries		14,933.00	14,933.00	,		14,933.0
		Total for Object 2000	728,555.00	728,555.00	567,102.92	136,103.34	25,348.7
3101	STRS Certificated Positions		193,472.00	193,472.00	104,023.62	18,645.44	70,802.9
3102	STRS Classified Positions		2,292.00	2,292.00	,	,	2,292.0
3202	PERS Classified Positions		184,742.00	184,742.00	140,498.46	36,499.53	7,744.0
3302	OASDI Classified Positions		45,521.00	45,521.00	33,530.25	8,079.94	3,910.8
3311	Medicare Certificated Position		9,981.00	9,981.00	7,952.92	1,604.42	423.6
3312	Medicare Classified Positions		10,658.00	10,658.00	7,843.78	1,890.54	923.6
3401	Health & Welfare Benefits Cert		119,871.00	119,871.00	104,190.66	15,502.62	177.7
3402	Health & Welfare Benefits Clas		158,351.00	158,351.00	140,677.20	31,838.83	14,165.0
3501	SUI Certificated		354.00	354.00	287.95	57.92	8.
3502	SUI Classified		377.00	377.00	283.53	67.93	25.
3601	Workers' Compensation Certific		27,359.00	27,359.00	20,415.77	4,118.69	2,824.5
3602	Workers' Compensation Classifi		29,254.00	29,254.00	20,136.40	4,853.23	4,264.3
		Total for Object 3000	782,232.00	782,232.00	579,840.54	123,159.09	79,232.3
4100	Approved Textbooks Core Curric		9,021.00	9,021.00			9,021.0
4300	Materials and Supplies		123,314.00	123,314.00	17,037.31	11,399.81	94,876.8
4320	Custodial Grounds Supplies		1,250.00	1,250.00	117.96	•	1,132.0
4330	Office Supplies		1,750.00	1,750.00	480.00		1,270.0
4350	Vehicle Upkeep		5,000.00	5,000.00	2,558.37	105.57	2,336.0
4400	Noncapitalized Equipment		30,734.00	30,734.00	1,798.30	2,292.32	26,643.3
		Total for Object 4000	171,069.00	171,069.00	21,991.94	13,797.70	135,279.3

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2025, Period = 3, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

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Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
und 01 - Gen Fund	(continued)					
5100	Subagreements for Services	40,000.00	40,000.00	80,375.19	1,184.81	41,560.00
5200	Travel and Conference	23,117.00	23,117.00	7,526.00	5,376.29	10,214.7
5300	Dues and Membership	36,068.00	36,068.00	5,213.76	22,588.58	8,265.6
5400	Insurance	25,000.00	25,000.00		25,148.02	148.0
5500	Operation Housekeeping Service	16,400.00	16,400.00	11,411.71	588.29	4,400.0
5600	Rentals, Leases, Repairs, Nonc	2,500.00	2,500.00	221.23	71.76	2,207.0
5801	Legal Services	17,671.00	17,671.00	5,000.00		12,671.0
5805	Personnel Expense	1,000.00	1,000.00	201.00	49.00	750.0
5808	Other Services & Fees	1,500.00	1,500.00	1,186.76	313.24	.0
5810	Contracted Services	842,016.00	842,016.00	167,827.97	71,909.83	602,278.2
5899	SPJUSD to Reimburse	150,000.00	150,000.00	63,025.60	32,803.61	54,170.7
5900	Communications	15,600.00	15,600.00			15,600.0
	Total for Object 5000	1,170,872.00	1,170,872.00	341,989.22	160,033.43	668,849.3
6200	Building and Improvement of Bu	25,000.00	25,000.00			25,000.0
6400	Equipment	20,000.00	20,000.00			20,000.0
6500	Equipment Replacement	15,000.00	15,000.00			15,000.0
	Total for Object 6000	60,000.00	60,000.00	.00	.00	60,000.0
7310	Direct Support/Indirect Costs					.0
7350	Transfers of Indirect	23,653.00-	23,653.00-			23,653.0
	Total for Object 7000	23,653.00-	23,653.00-	.00	.00	23,653.0
	Total for Fund 01 and Expense accounts	3,596,964.00	3,596,964.00	2,086,614.77	548,888.05	961,461.1
und 11 - ADULT ED						
1100	Teachers Salaries	58,800.00	58,800.00		4,951.45	53,848.5
1300	Certificated Supervisor Admini	114,534.00	114,534.00	85,900.50	28,633.50	.0
	Total for Object 1000	173,334.00	173,334.00	85,900.50	33,584.95	53,848.5
2100	Instructional Aides' Salaries	1,000.00	1,000.00			1,000.0
2200	Classified Support Salaries	3,572.00	3,572.00			3,572.0
2400	Clerical Technical Office Staf	50,158.00	50,158.00	25,181.88	4,502.41	20,473.7
	Total for Object 2000	54,730.00	54,730.00	25,181.88	4,502.41	25,045.7
3101	STRS Certificated Positions	38,307.00	38,307.00	16,407.00	5,980.74	15,919.2
3202	PERS Classified Positions	14,892.00	14,892.00	6,811.70	1,217.91	6,862.3
3302	OASDI Classified Positions	2,907.00	2,907.00	1,213.99	201.97	1,491.0
3311	Medicare Certificated Position	2,516.00	2,516.00	1,245.60	486.98	783.4
3312	Medicare Classified Positions	743.00	743.00	283.93	47.24	411.8

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2025, Period = 3, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

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Balances through So Object	eptember Description	Adopted	Revised	Encumbered	Expenditure	Fiscal Year 2024/25 Account
Fund 11 - ADULT ED	(continued)	Budget	Budget			Balance
3401	Health & Welfare Benefits Cert	15,443.00	15,443.00	11,582.10	3,860.70	.20
3401	Health & Welfare Benefits Clas	17,537.00	17,537.00	14,348.07	3,188.46	.20
3501	SUI Certificated	87.00	87.00	42.93	16.80	27.2°
3502	SUI Classified	28.00	28.00	12.59	2.25	13.1
3601	Workers' Compensation Certific	6,879.00	6,879.00	3,197.43	1,250.12	2,431.4
3602	Workers' Compensation Classifi	1,902.00	1,902.00	728.84	121.26	1,051.9
0002	Total for Object 3000	101,241.00	101,241.00	55,874.18	16,374.43	28,992.3
4300	Materials and Supplies	41.189.00	41,189.00	330.28	1.619.82	39,238.9
4330	Office Supplies	238.00	238.00	512.34	41.44	39,236.9
4350	Vehicle Upkeep	708.00	708.00	312.34	41.44	708.0
4400	Noncapitalized Equipment	7,354.00	7,354.00			7,354.0
4400	Total for Object 4000	49,489.00	49,489.00	842.62	1,661.26	46,985.1
5200	Travel and Conference	1,648.00	1,648.00	1,537.81	1,001.20	110.1
5300	Dues and Membership	708.00	708.00	1,400.00	109.00	801.0
5500	Operation Housekeeping Service	6,707.00	6,707.00	6,322.89	877.11	493.0
5600	Rentals, Leases, Repairs, Nonc	1,178.00	1,178.00	533.14	650.10	5.2
5801	Legal Services	238.00	238.00	000.14	000.10	238.0
5805	Personnel Expense	50.00	50.00	50.00		.0
5810	Contracted Services	18,885.00	18,885.00	4,951.67	14,303.33	370.0
5900	Communications	1,648.00	1,648.00	2,337.84	618.16	1,308.0
	Total for Object 5000	31,062.00	31,062.00	17,133.35	16,557.70	2,629.0
6200	Building and Improvement of Bu	64,106.00	64,106.00	4,000.00		60,106.0
7350	Transfers of Indirect	23,653.00	23,653.00			23,653.0
	Total for Fund 11 and Expense accounts	497,615.00	497,615.00	188,932.53	72,680.75	236,001.7
und 16 - FOREST RE	S					
7211	Transfers of Pass-through Rev	100,000.00	100,000.00			100,000.0
7619	Other Authorized Interfund Tra	46,000.00	46,000.00			46,000.0
	Total for Fund 16, Expense accounts and Object 7000	146,000.00	146,000.00	.00	.00	146,000.0
	Total for Org 001 - Sierra County Office of Education	4,240,579.00	4,240,579.00	2,275,547.30	621,568.80	1,343,462.90

Selection Filtered by User Permissions, (Org = 1, Online/Offline = N, Fiscal Year = 2025, Period = 3, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

ERP for California

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Balances through Se	eptember						Fiscal Year 2024/2
Object	Description		Adopted	Revised	Encumbered	Expenditure	Account
Object	Description	1	Budget	Budget	Encumbered	Expenditure	Balance
und <b>01 - General FD</b>							
1100	Teachers Salaries		2,222,499.00	2,222,499.00	1,781,788.17	219,659.57	221,051.2
1115	Extra Duty Hourly		44,527.00	44,527.00		18,148.05	26,378.9
1120	Certificated Substitutes		57,288.00	57,288.00		2,040.00	55,248.0
1300	Certificated Superv/Admin Sala		423,435.00	423,435.00	379,246.59	126,415.53	82,227.1
1310	Teacher In Charge/Head Teacher	_	7,500.00	7,500.00			7,500.0
		Total for Object 1000	2,755,249.00	2,755,249.00	2,161,034.76	366,263.15	227,951.0
2100	Instructional Aides Salaries		281,940.00	281,940.00	188,359.08	19,533.56	74,047.3
2115	Inst. Aide Extra Duty		115.00	115.00		1,482.66	1,367.6
2120	Instructional Aides Substitute		1,352.00	1,352.00			1,352.0
2200	Classified Support Salaries		489,924.00	489,924.00	304,444.52	88,413.64	97,065.8
2201	Bus Driver		20,804.00	20,804.00			20,804.0
2215	Classified Extra Duty		701.00	701.00		851.28	150.2
2220	Classified Support Substitute		9,377.00	9,377.00		6,604.66	2,772.
2300	Classified Sup/Admin Salaries		2,700.00	2,700.00	2,172.45	630.00	102.
2400	Clerical & Office Salaries		197,886.00	197,886.00	159,029.36	38,855.58	1.0
2420	Clerical & Office Sub Salaries		2,072.00	2,072.00		172.14	1,899.
		Total for Object 2000	1,006,871.00	1,006,871.00	654,005.41	156,543.52	196,322.0
3101	State Teachers Retirement Syst		738,612.00	738,612.00	381,222.36	59,904.11	297,485.
3102	State Teachers Retirement Syst		10,235.00	10,235.00			10,235.0
3201	Public Employees Retirement Sy		1,000.00	1,000.00	5,656.50	627.29	5,283.7
3202	Public Employees Retirement Sy		219,644.00	219,644.00	148,305.31	36,811.06	34,527.
3311	OASDI-Certificated Positions		2,778.00	2,778.00	1,380.94	313.87	1,083.
3312	OASDI-Classified Positions		57,023.00	57,023.00	38,263.49	9,048.00	9,711.
3321	Medicare-Certificated Position		36,241.00	36,241.00	28,594.46	4,827.39	2,819.
3322	Medicare-Classified Positions		14,055.00	14,055.00	8,954.81	2,118.70	2,981.
3401	Health & Welfare -Certificated		475,648.00	475,648.00	420,054.30	59,934.42	4,340.
3402	Health & Welfare-Classified Po		232,934.00	232,934.00	170,935.83	46,225.07	15,773.
3501	State Unemployment Insurance-C		1,656.00	1,656.00	1,080.66	183.12	392.
3502	State Unemployement Insurance-		491.00	491.00	326.83	77.94	86.
3601	Workers' Compensation Insuranc		97,303.00	97,303.00	68,813.10	11,794.11	16,695.
3602	Workers' Compensation Insuranc		34,731.00	34,731.00	21,071.94	4,985.48	8,673.
3901	Other Benefits, Certificated P	<u>-</u>	17,537.00	17,537.00	16,873.65	1,874.85	1,211.
		Total for Object 3000	1,939,888.00	1,939,888.00	1,311,534.18	238,725.41	389,628.
4100	Textbooks		63,953.00	63,953.00	37,764.03	14,188.10	12,000.8
4300	Class Mat'l and Supplies		485,404.00	485,404.00	16,150.72	41,695.03	427,558.2

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2025, Period = 3, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

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Balances through S	eptember					Fiscal Year 2024/2
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund <b>01 - General FD</b>	(continued)		-			
4302	Class Paper/Toner	10,600.00	10,600.00	302.52	3,280.17	7,017.3
4305	Other Student M&S	30,476.00	30,476.00	6,937.05	4,485.71	19,053.2
4320	Custodial Grounds Supplies	59,160.00	59,160.00	10,411.93	29,101.10	19,646.9
4330	Office Supplies	16,552.00	16,552.00	849.55	3,401.00	12,301.4
4340	Food Service			2,715.08		2,715.0
4350	Vehicle Maint. M&S	12,306.00	12,306.00	3,944.60	7,403.75	957.6
4351	Vehicle FUEL	30,973.00	30,973.00	33,710.98	1,222.02	3,960.0
4399	M&S Misc -undesignated	2,500.00	2,500.00			2,500.0
4400	Non-Capital Equipment (Up to \$	157,673.00	157,673.00	6,872.22	26,154.52	124,646.2
	Total for Ob	oject 4000 869,597.00	869,597.00	119,658.68	130,931.40	619,006.9
5100	Subagreement for Services				27,119.77	27,119.7
5200	Travel & Conferences	89,233.00	89,233.00	62,611.81	15,084.42	11,536.7
5300	Dues & Membership	24,129.00	24,129.00	2,739.42	9,125.39	12,264.
5400	Insurance-Fire, liability, etc	178,500.00	178,500.00		220,061.75	41,561.
5510	Power	201,472.00	201,472.00	165,897.35	34,107.71	1,466.
5520	Garbage	9,974.00	9,974.00	7,911.34	1,578.66	484.
5530	Water	61,000.00	61,000.00	51,410.88	9,589.12	.(
5540	Propane	217,501.00	217,501.00	213,372.26	3,644.26	484.4
5590	Miscellaneous Utilities	20,000.00	20,000.00			20,000.
5600	Rentals, Leases & Repairs	111,884.00	111,884.00	57,051.98	8,416.36	46,415.
5800	Services & Operating Expense	21,400.00	21,400.00		4,400.00	17,000.
5810	Legal Expenses	26,463.00	26,463.00	8,082.50	1,285.00	17,095.
5812	Board Election Expense	2,000.00	2,000.00			2,000.
5840	Audit Expense	25,000.00	25,000.00	2,162.86		22,837.
5860	Solid Waste Tax	12,625.00	12,625.00	12,625.00		ا
5890	Contracts/Servic	1,356,981.00	1,356,981.00	158,159.97	138,008.86	1,060,812.
5899	SCOE Interagency Reimburse	35,262.00	35,262.00	23,781.83	12,057.89	577.
5900	Communications	8,827.00	8,827.00			8,827.
5910	Telephone-Monthly Service	105,852.00	105,852.00	11,957.12	2,919.88	90,975.0
	Total for Ob	oject 5000 2,508,103.00	2,508,103.00	777,764.32	487,399.07	1,242,939.0
6400	Equipment	8,001.00	8,001.00			8,001.0
6500	Equipment Replacement	32,671.00	32,671.00			32,671.0
	Total for Ob	oject 6000 40,672.00	40,672.00	.00	.00	40,672.0
7110	Out-of-State Tuition	104,450.00	104,450.00	107,940.00		3,490.0
7142	Other Tuition, Excess Cost, an	163,838.00	163,838.00		24,896.00	138,942.0

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2025, Period = 3, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

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Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
und <b>01 - General FD</b>	(continued)					
7310	Direct Support/Indirect Costs					.00
7616	Trans fr Gen Fund to Cafeteria	76,470.00	76,470.00			76,470.00
	Total for Object 7000	344,758.00	344,758.00	107,940.00	24,896.00	211,922.00
	Total for Fund 01 and Expense accounts	9,465,138.00	9,465,138.00	5,131,937.35	1,404,758.55	2,928,442.10
und <b>13 - Cafeteria</b>						
2200	Classified Support Salaries	91,155.00	91,155.00	80,376.67	8,738.78	2,039.5
2215	Classified Extra Duty	3,000.00	3,000.00		908.71	2,091.29
2220	Classified Support Substitute	2,000.00	2,000.00		89.05	1,910.9
	Total for Object 2000	96,155.00	96,155.00	80,376.67	9,736.54	6,041.79
3202	Public Employees Retirement Sy	21,237.00	21,237.00	14,070.87	1,728.50	5,437.63
3312	OASDI-Classified Positions	5,537.00	5,537.00	4,601.31	562.95	372.7
3322	Medicare-Classified Positions	1,296.00	1,296.00	1,076.15	131.66	88.19
3402	Health & Welfare-Classified Po	17,537.00	17,537.00	15,782.94	1,681.94	72.1
3502	State Unemployement Insurance-	48.00	48.00	40.24	4.87	2.8
3602	Workers' Compensation Insuranc	3,328.00	3,328.00	2,532.25	309.79	485.9
	Total for Object 3000	48,983.00	48,983.00	38,103.76	4,419.71	6,459.5
4340	Food Service	10,636.00	10,636.00	5,300.00	217.84	5,118.1
4400	Non-Capital Equipment (Up to \$	2,000.00	2,000.00	•		2,000.0
4700	Food	108,785.00	108,785.00	56,304.12	12,916.88	39,564.0
	Total for Object 4000	121,421.00	121,421.00	61,604.12	13,134.72	46,682.1
5200	Travel & Conferences	1,014.00	1,014.00			1,014.0
5600	Rentals, Leases & Repairs	9,312.00	9,312.00		3,756.12	5,555.8
5800	Services & Operating Expense	400.00	400.00		,	400.00
5890	Contracts/Servic	500.00	500.00		406.00	94.0
	Total for Object 5000	11,226.00	11,226.00	.00	4,162.12	7,063.88
6400	Equipment			8,696.59		8,696.59
	Total for Fund 13 and Expense accounts	277,785.00	277,785.00	188,781.14	31,453.09	57,550.77
und 40 - Dist Build						
4400	Non-Capital Equipment (Up to \$			1,550.84		1,550.84
5890	Contracts/Servic				107,312.20	107,312.20
6200	Building & Improvements	945,227.00	945,227.00		28,932.09	916,294.9
	Total for Fund 40 and Expense accounts	945,227.00	945,227.00	1,550.84	136,244.29	807,431.8

006 - Sierra-Plumas Joint Unified School District

Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

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## Fiscal01a

## **Account Object Summary-Balance**

Salances through September F							
Object	Description	Adopted Revised Budget Budget		Encumbered	Expenditure	Account Balance	
Fund <b>73 - Bechen</b>							
5800	Services & Operating Expense	35,000.00	35,000.00	6,500.00		28,500.00	
	Total for Fund 73, Expense accounts and Object 5000	35,000.00	35,000.00	6,500.00	.00	28,500.00	
Fund <b>78 - Gottardi</b>	Fund						
5800	Services & Operating Expense	500.00	500.00	500.00		.00	
	Total for Fund 78, Expense accounts and Object 5000	500.00	500.00	500.00	.00	.00	
	Total for Org 006 - Sierra-Plumas Joint Unified School District	10,723,650.00	10,723,650.00	5,329,269.33	1,572,455.93	3,821,924.74	

Selection Filtered by User Permissions, (Org = 6, Online/Offline = N, Fiscal Year = 2025, Period = 3, Unposted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Object = 1-7, SACS Fund? = N, Fund Page Break? = N, Obj Lvl = 4, Obj Digits = 1, Page Break? = N)

ERP for California

## **ENROLLMENT BY SCHOOL MONTH - 2024-2025**

**As of 09/24/2024	Downieville	Loyalton	Downieville	Loyalton	Downieville	Loyalton	Sierra Pass	Long-Term	
	Elementary	Elementary	Jr High	Jr High	Sr High	Sr High	Continuation	ISP/SDC	TOTAL
Ending 2023-2024	27	193	10	41	12	114	6	included in site #	403
1st Day 2024-2025	28	200	10	47	9	121	3	included in site #	418

	Month									
September	1	27	203	10	47	9	122	3	included in site #	421
08/21/24-09/13/24										
October	2								included in site #	0
09/16/24-10/11/24										
November	3								included in site #	0
10/14/24-11/08/24										
December	4								included in site #	0
11/12/24-12/06/24										
January	5								included in site #	0
12/09/24-01/17/25										
February	6								included in site #	0
01/21/25-02/14/25										
March	7								included in site #	0
02/18/25-03/14/25										
April	8								included in site #	0
03/18/25-04/11/25										
May	9					•		•	included in site #	0
04/14/25-05/09/25						•		•		·
June	10					•		•	included in site #	0
05/13/25-06/06/25										

2023-2024	SPJUSD	SCOE	Washoe
P1 ADA	358.58	0.74	13.34
P2 ADA	357.90	0.74	13.37
Annual	358.02	0.74	13.33

Long-Term ISP	
DES	0
LES	4
DHS	0
LHS	5

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

## MINUTES for the Joint Meeting of the Sierra County Board of Education and the

#### Sierra-Plumas Joint Unified School District Governing Board

September 10, 2024

5:00pm CLOSED Session 6:00pm Regular Session

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

Zoom videoconferencing was also available for the public.

#### A. CALL TO ORDER

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

B. ROLL CALL

PRESENT: Area 1: Patty Hall (Clerk)

Area 3: Christina Potter (Vice President)

Area 4: Kelly Champion (President)

ABSENT: Area 2: Rhynie Hollitz

Area 5: Richard Jaquez

C. APPROVAL OF AGENDA

HALL/POTTER

3/0

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: one (1)

2. 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 and Terms of Payment

- F. RETURN TO OPEN SESSION at 5:35pm and ADJOURN FOR BREAK
- G. 6:01PM RECONVENE
- H. FLAG SALUTE
- I. REPORT OUT FROM CLOSED SESSION

HALL: Both items were for discussion only. No action was taken.

- J. INFORMATION ITEMS
  - 1. Superintendent Reports

#### COUNTY—SCOE

a. SCOE Personnel Items:

1. Resignation for Amber Baca-Sainsbury, Instructional Aide, Downieville Schools, .5833 FTE (3.5hours/day), effective August 13, 2024

#### DISTRICT—SPJUSD

b. Opening of School Activities

SNIDER: Great Staff Kickoff on Monday the first week of school. We learned that JAQUEZ is very good at rock-paper-scissors! We had a guest speaker talking about staff connecting with kids intentionally to have positive relationships with students. Instead of asking "How's it going?" ask, "What's good?!" Then we had our Literacy Professional Development Series sneak preview, lunch, and gave staff time to work on Keenan courses. First day of school went smoothly.

c. Bear Fire Response Efforts

SNIDER: A lot of effort from local law enforcement, probation, and emergency services, and then the external agencies jumping on the fire quickly to help. We were fortunate and very thankful for the efforts that helped save our community.

- d. Girl's Softball Field community meeting rescheduled for September 11<sup>th</sup>-18th SNIDER: Because of the Bear Fire we rescheduled the meeting for community input on the plans for the girls' softball field for September 18<sup>th</sup> (conflict at the high school tomorrow night on the 11<sup>th</sup>).
- e. Facility Priorities List for the 2024-2025 School Year SNIDER: This isn't all that still remains to be done, but our list of goals for this school year broken down by site.
- f. Roof project for Downieville School

SNIDER: Still meeting with FEMA weekly in hopes that we will get some funds reimbursed by them. The biggest priority is the roof on the main building at Downieville School before significant rain and snow come this year, but we are also looking at repairs or replacement for the roof on the cafeteria and gymnasium building as well.

Board indicated agreement to move forward with putting out a bid package for the roof on the main building.

g. California Agricultural Teachers' Induction Program MOU with Davis Joint Unified School District, Contract No. 2025-008D SNIDER: Informational. This is for our new Ag Teacher, Toushulong Vang.

#### 2. Business Report

a. RFQ CALSHAPE

JONES: RFQ printed in both of the County's newspapers and posted on the district website for the ventilation and plumbing projects in Downieville.

- b. Addition of 1.0 FTE Teacher at Loyalton High School JONES: Looking at being able to add another teacher to LHS staff based on review of 2023-2024 ADA funding with the designation as a Necessary Small School
- c. Account Object Summary-Balance from 07/01/2024 to 08/31/2024
  - 1. SCOE
  - 2. SPJUSD
- d. Most recent Inter-District Attendance Agreements approved
- e. First Day Enrollments for the 2024-2025 School Year

#### 3. Staff Reports

#### a. SCOE

SELPA—BETHKE: We have some caseload changes and different needs we weren't anticipating, but we're well staffed and adjusting to the changes. ADULT ED—JACKSON: None

STUDENT IMPROVEMENT—MESCHERY: In Differentiated Assistance we are looking at data and working closely with Placer COE as our team of support. Literacy work we launched in the spring will start up again this fall for staff professional development. Sarai and I are attending a workshop on integrated English Language Development in Sacramento next week.

#### b. SPJUSD

LHS—GRIFFIN: Grizzly Night went well with a great turnout. We also held our Back To School Night. Working with staff on professionalism and working on enforcing dress code and phone policies for students. Excited to potentially have more funding to help with transportation/vehicle needs as well as adding a teacher to LHS staff if possible. Excited we have three new staff members this year and being able to guide them. Busy week with middle school flag football games and Homecoming activities.

LES—ARMSTRONG: Started the year with a Red Carpet Welcome. Vision for this school year is School of Joyful Excellence. Back To School Night held August 28<sup>th</sup> where I shared my vision as the principal and teachers shared curriculum they are using, classroom procedures and other pertinent information parents they wanted to share. We are excited to participate in the Homecoming festivities as much as we can. Thank you to the Superintendent and all community leaders for the work they did navigating the effect the Bear Fire had last week on our staff and students.

AG/FFA—VANG: Wanted to come and introduce myself tonight. Our first FFA meeting was scheduled for September 4<sup>th</sup>, but has been rescheduled for the 16<sup>th</sup>. Taking a group of freshmen to a leadership conference on October 1<sup>st</sup>, and then GRIFFIN is accompanying six students to Nationals where they will receive the highest degree in FFA, the American Degree.

#### 1. FFA Calendar for the 2024-2025 School Year

DES & DHS—BERARDI: Unfortunately, I missed the first day of school due to an encounter with a bear the night before, so I was in the hospital that day. Our Back To School Night was great. Community Meeting being held tomorrow night to address solutions for community use of the school grounds due to issues with people using it as a dog park. Sending a group of students to the Masonic Lodge in Sierra City on the 13<sup>th</sup> to learn about the history. Farm Day on the 18<sup>th</sup>. UNR trip to the Mining Museum on the 19<sup>th</sup>. Literacy training on the 25<sup>th</sup> and walk-throughs on the 26<sup>th</sup>. College Night on October 10<sup>th</sup>. Wild Things Assembly on the 21<sup>st</sup>. Lots of changes this year and excited to have the school open.

#### 4. SPTA Report

PRESIDENT—PETTERSON: \*\*Read by JACOBSEN\*\* SPTA is thankful that everyone is safe and we are back in school. Because of the Bear Fire, negotiations will be rescheduled.

#### 5. Committee/Board Member Reports

HALL: Welcome back everybody! Open House (in Downieville) was a different format with the kids on the playground, but it allowed the teachers to communicate better with the parents. Wild Things is awesome – I will be there. POTTER: The Red Carpet Welcome was fun for the first day at LES. I've been hearing great things about LHS so far with GRIFFIN as the new principal. Welcome VANG!

CHAMPION: Another Budget Committee meeting was held at the end of August. Very beneficial with good discussions and good information coming out of these. I will be attending the CSBA County Board Member conference this weekend.

#### 6. Public Comment

AMY MASON—Parent: Thank you on behalf of parents for the communication regarding the fire! We were well informed. Optimistic with the out-of-the-box and positive thinking regarding different programs. Appreciation for GRIFFIN for her inclusion of the middle school students in different ways.

MEGAN MESCHERY—Sierra Schools Foundation: Annual Swinging for the Schools Golf Tournament and dinner fundraiser on October 5<sup>th</sup>. Helped fund the Music teacher this year. The spring grant cycle is funding great fall activities. The winter grant cycle will open after the golf fundraiser.

#### K. CONSENT CALENDAR

- 1. Approval of minutes for the Regular Joint Meeting held August 13, 2024
- 2. Approval of Board Report-Checks Dated 08/01/2024 through 08/31/2024
  - a. SCOE
  - b. SPJUSD
- 3. Biennial Review of the Conflict of Interest Code no changes
  - a. SCOE
  - b. SPJUSD
- 4. Authorization for Out of State Travel request to Indianapolis, IN, for National FFA Convention—Caroline Griffin, former Loyalton High School FFA Coordinator
- 5. Approval of the 2024-2025 SPJUSD Certificated Substitute List
- 6. Approval of the following SPJUSD personnel items:
  - a. Assignment of Joshua Wilkinson, Maintenance, Loyalton, 1.0 FTE, effective August 14, 2024
  - Assignment of Sarah Torricelli, 2024-2025 Teacher-In-Charge, Loyalton High School
  - c. Resignation for Amber Baca-Sainsbury, Classroom Specialist, Downieville Schools, .50 FTE (3 hours/day), effective August 13, 2024
  - d. Authorization to fill Classroom Specialist, Downieville Schools, .50 FTE (3 hours/day)
  - e. Approval to add Teacher, Loyalton High School, 1.0 FTE
  - f. Authorization to fill Teacher, Loyalton High School, 1.0 FTE

#### HALL/POTTER

Discussion regarding e. and f.

HALL amended motion to approve Consent Calendar excluding e. and f. Second by POTTER. 3/0

#### L. ACTION ITEMS

1. New Business

#### COUNTY—SCOE

a. Adoption of Resolution 25-003C, Adopting the Gann Limit *HALL/POTTER* 

3/0

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

#### HALL/POTTER

3/0

- 1. James Berardi, County Superintendent (Chairperson)
- 2. J. Lon Cooper, Sierra County Public Defender
- 3. Sandra Groven, Sierra County District Attorney
- 4. Chuck Henson, Sierra County Chief Probation Officer (alternate: Sofia Gonzalez, Scott Quade)
- 5. Christopher Fellini, Sierra County Behavioral Health
- 6. Sheri Roen, Parent Representative
- 7. Jamie Shiltz, Sierra County Social Services (alternate: Kristal Evans, Sarah McMahon)
- Kimberly Askew, Sierra County Foster Youth Services and McKinney-Vento Liaison
- 9. Mike Fisher, Sierra County Sheriff

(Ed Code 48321 (a) (4) The school district representatives on the county school attendance review board shall be nominated by the governing boards of school districts and shall be appointed by the county superintendent of schools. All other persons and group representatives shall be appointed by the county board of education.)

#### **DISTRICT—SPJUSD**

c. Adoption of Resolution 25-003D, Adopting the Gann Limit *HALL/POTTER* 

3/0

d. Nomination of SPJUSD representatives for the SCOE Student Attendance Review Board as follows:

#### HALL/POTTER

3/0

- 1. James Berardi, Downieville School Administrator
- 2. Caroline Griffin, Loyalton High School & Sierra Pass Administrator
- 3. Staci Armstrong, Loyalton Elementary School Administrator
- 4. Kristie Jacobsen, Secretary

(Ed Code 48321 (a) (4) The school district representatives on the county school attendance review board shall be nominated by the governing boards of school districts and shall be appointed by the county superintendent of schools. All other persons and group representatives shall be appointed by the county board of education.)

e. Approval of Assignment(s) to Teach Core Subjects out of Credential Authorization for the 2024-2025 school year *HALL/POTTER* 

3/0

#### **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."

#### Batch from August 13th - Second Reading

CHAMPION motioned to approve f-q as presented with the exception of the recommended changes to n. Second by HALL.

3/0

- f. 2121—Superintendent's Contract
- g. 5113—Absences and Excuses
- h. 5126—Awards for Achievement
- i. 5144—Discipline
- j. 5145.6—Parent/Guardian Notifications
- k. 6000—Concepts and Roles recommend DELETE
- 1. 6115—Ceremonies and Observances
- m. 6141.2—Recognition of Religious Beliefs and Customs
- n. 6164.2—Guidance/Counseling Services
- o. 6175—Migrant Education Program
- p. 6177—Summer Learning Programs
- q. 7214—General Obligation Bonds

## New for September 10th - First Reading

Postponed r-y to the October 8<sup>th</sup> meeting.

- r. 0410—Nondiscrimination in District Programs and Activities
- s. 1312.3—Uniform Complaint Procedures
- t. 4030—Nondiscrimination in Employment
- u. 4033—Lactation Accommodation
- v. 4119.11~4219.11~4319.11—Sex Discrimination and Sex-Based Harassment
- w. 5145.3—Nondiscrimination/Harassment
- x. 5145.7—Sex Discrimination and Sex-Based Harassment
- y. 5146—Married/Pregnant/Parenting Students

#### M. ADVANCED PLANNING

- 1. The next Regular Joint Board Meeting will be held on October 08, 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

None

N.T		OTIDAI
N.	ADJ	OURN

CHAMPION adjourned the meeting at 8:26pm.

James Berardi,	Sean Snider,
County Superintendent	District Superintendent

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

DATE: September 10, 2024

CLOSED SESSION BEGAN AT: 5103 P.M.
BOARD MEMBERS PRESENT:Patty HallRhynie HollitzChristina PotterKelly ChampionRichard Jaquez
OTHERS PRESENT:  ☐ James Berardi, County Superintendent ☐ Sean Snider, District Superintendent ☐ Randy Jones, Director of Business Services/CBO ☐ Terri Ryland, Ryland School Business Consulting, Interim CBO ☐ Carol Wieckowski, Evans, Wieckowski, Ward & Scoffield LLP, Legal Counsel ☐ 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: one (1)
RESULT:
Middle Communication was given to superintendent
THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.
A ROLL CALL VOTE WAS TAKEN:  HALL HOLLITZ POTTER CHAMPION JAQUEZ
☐ A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION:
HALL HOLLITZ POTTER CHAMPION JAQUEZ
Item #2—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 and Terms of Payment
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:
☐ A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION: HALL HOLLITZ POTTER CHAMPION JAQUEZ_
TOTIER CHAMPION JAQUEZ
II. ENDED CLOSED SESSION AT $5.35$ P.M. AND RETURN TO OPEN SESSION
PRESIDED BY: Kelly Champion, PRESIDENT RECORDED BY: Patty Hall, CLERK

## ReqPay12c Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00017156	09/11/2024	ALHAMBRA	11-4330	WATER SERVICE		11.98
00017157	09/11/2024	ALPINE FIRE SERVICES, INC. SALES AND SERVICE	11-5600	FIRE EXTINGUISHER INSPECTION AND REPAIR		583.24
00017158	09/11/2024	AMAZON CAPITAL SERVICES	01-4300	CLASSROOM SUPPLIES	193.39	
				INSTRUCTIONAL SUPPLIES	674.57	
				OFFICE SUPPLIES	888.56	1,756.52
00017159	09/11/2024	AT&T	11-5900	PHONE		175.61
00017160	09/11/2024	JAMES BERARDI	01-5810	NOTARY FEES		30.00
00017161	09/11/2024	HEIDI BETHKE	01-5200	TRAINING		367.00
00017162	09/11/2024	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	01-4300	SALES TAX	75.51	
			01-9502	SALES TAX	697.58	773.09
00017163	09/11/2024	KATRINA BOSWORTH	01-5200	FNL CONFERENCE		176.70
00017164	09/11/2024	EL DORADO COUNTY OFFICE OF EDUCATION	01-5300	CSR DUES		1,800.00
00017165	09/11/2024	GRASS VALLEY SIGN INC	01-4300	SCHOOL SIGNS		909.45
00017166	09/11/2024	KELLI GROCK	01-5100	COUNSELING SERVICES	1,184.81	
			01-5810	COUNSELING SERVICES	810.19	1,995.00
00017167	09/11/2024	HYATT REGENCY SAN FRANCISCO AIRPORT	01-5200	HOTEL ACCOMODATIONS	815.19	
			01-5899	HOTEL ACCOMODATIONS	271.73	1,086.92
00017168	09/11/2024	INTERMOUNTAIN DISPOSAL, INC.	11-5500	GARBAGE SERVICE		195.81
00017169	09/11/2024	JOEL TILLMAN	11-5810	TECH SUPPORT		500.00
00017170	09/11/2024	LIBERTY UTILITY CA	01-5500	ELECTRICAL SERVICE	184.88	
			11-5500	ELECTRICAL SERVICE	15.25	200.13
00017171	09/11/2024	ODP BUSINESS SOLUTIONS LLC	01-4300	TONER		417.53
00017172	09/11/2024	NCS PEARSON, INC.	01-4300	PSYCHOLOGIST SUPPLIES		780.86
00017173	09/11/2024	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	01-5810	GASB 68 FEE		350.00
00017174	09/11/2024	UBEO WEST LLC	11-5600	COPIER/MAINTENANCE		23.50
00017175	09/11/2024	REMSA CENTER FOR INTEGRATED HEALTH CARE & COMMUNITY EDU	11-4300	CPR CARDS		6.50
00017176	09/11/2024	RHYNIE HOLLITZ	01-5200	PER DIEM	53.60	
			01-5899	PER DIEM	53.60	107.20
00017177	09/11/2024	RIVERSIDE INSIGHTS	01-4300	ASSESSMENT SUPPLIES		1,820.31
00017178	09/11/2024	RYLAND SCHOOL BUSINESS CONSULTING	01-5810	SCHOOL BUSINESS CONSULTING	2,331.00	
			01-5899	SCHOOL BUSINESS CONSULTING	3,496.50	5,827.50
00017179	09/11/2024	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		116.21
00017180	09/11/2024	TODDLER TOWERS, INC. SIERRAKIDS	01-5810	ELOP SPED AIDE		5,498.81
00017181	09/11/2024	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	HEALTH INSURANCE	1,948.00	
			76-9576	HEALTH INSURANCE	30,156.40	32,104.40

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.

Page 1 of 3

## **Board Report**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00017182	09/27/2024	ACTE	11-5300	MEMBERSHIP		109.00
00017183	09/27/2024	AMAZON CAPITAL SERVICES	01-4300	DISPOSABLE GLOVES	16.08	
			01-4400	BOARD ROOM SETUP	2,292.32	
			11-4300	OFFICE SUPPLIES	799.09	3,107.49
00017184	09/27/2024	AMERIGAS	11-5500	PROPANE		217.58
00017185	09/27/2024	AT&T	11-5900	PHONE		169.80
00017186	09/27/2024	AZTEC SOFTWARE, LLC	11-5810	HSE CURRICULUM		6,972.00
00017187	09/27/2024	DONALD BERGSTROM	01-5810	SPED/DO CLEANING	1,347.50	
			01-5899	SPED/DO CLEANING	577.50	1,925.00
00017188	09/27/2024	KELLY CHAMPION	01-5200	LODGING/PER DIEM/MILEAGE	1,774.76	
				PER DIEM	32.76	
			01-5899	PER DIEM	32.77	1,840.29
00017189	09/27/2024	STATE OF CALIFORNIA DEPARTMENT OF JUSTICE	01-5805	EMPLOYMENT FINGERPRINTING		49.00
00017190	09/27/2024	LAUREN JONES BEHAVIORAL CONSULTANT	01-5810	BEHAVIORAL CONSULTANT		7,819.50
00017191	09/27/2024	LIBERTY UTILITY CA	01-5500	ELECTRICAL SERVICE	223.52	
			11-5500	ELECTRICAL SERVICE	181.80	405.32
00017192	09/27/2024	ODP BUSINESS SOLUTIONS LLC	01-4300	OFFICE SUPPLIES		322.38
00017193	09/27/2024	PITNEY BOWES, INC.	01-5600	POSTAGE MACHINE LEASE	23.50	
			01-5899	POSTAGE MACHINE LEASE	70.52	94.02
00017194	09/27/2024	PRESENCELEARNING, INC.	01-5810	PRESENCE LEARNING		4,769.78
00017195	09/27/2024	UBEO WEST LLC	11-5600	COPIER/MAINTENANCE		43.36
00017196	09/27/2024	RIVERSIDE INSIGHTS	01-4300	INSTRUCTIONAL SUPPLIES		180.00
00017197	09/27/2024	RYLAND SCHOOL BUSINESS CONSULTING	01-5810	SCHOOL BUSINESS CONSULTING	2,849.00	
			01-5899	SCHOOL BUSINESS CONSULTING	4,273.50	7,122.50
00017198	09/27/2024	SAN JOAQUIN SELPA ATTN: PATTI FARHAT	01-5810	BEYOND SST		2,250.00
00017199	09/27/2024	SCHOOL EXCESS LIABILITY FUND	01-5400	AB 218 REVIVED LIABILITY FUNDING		4,229.02
00017200	09/27/2024	TRI COUNTY SCHOOLS INSURANCE GROUP	01-5400	PROPERTY/CASUALTY PREMIUMS		20,919.00
00017201	09/27/2024	U.S. BANK	01-4300	TUPE SHIRTS/FOLDERS	5,121.17	
			01-5200	CITE CONFERENCE	839.66	
				CONFERENCE	1,228.64	
			01-5899	CITE CONFERENCE	93.29	
				CONFERENCE	409.54	
			11-4300	CLASSROOM SUPPLIES	108.29	7,800.59
00017202	09/27/2024	U.S. BANK VOYAGER	01-4350	FUEL EXPENSE	105.57	
			01-5200	FUEL EXPENSE	54.14	159.71
				Total Number of Checks	47	128,119.61

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.

FERP for California
Page 2 of 3

## ReqPay12c Board Report

#### Checks Dated 09/01/2024 through 09/30/2024 Check Check **Expensed** Check **Fund-Object** Number Date Pay to the Order of Comment **A**mount **Amount Fund Summary Check Count** Fund Description **Expensed Amount** 01 County School Service Fund 35 87,850.40 11 ADULT EDUCATION 16 10,112.81 76 Payroll Clearing 30,156.40 128,119.61 Total Number of Checks 47

Less Unpaid Sales Tax Liability

Net (Check Amount)

.00 **128,119.61** 

## ReqPay12c

## **Board Report**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00087031	09/11/2024	1-888-4-ABATEMENT	40-5890	ASBESTOS ABATEMENT		25,725.00
00087032	09/11/2024	ACCO ENGINEERED SYSTEMS	13-5600	WALK IN FRIDGE REPAIR		3,756.12
00087033	09/11/2024	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		366.86
00087034	09/11/2024	ALLPRO ENVIRONMENTAL SERVICES	40-5890	ASBESTOS TESTING		2,125.00
00087035	09/11/2024	ALPINE FIRE SERVICE, INC.	01-5600	FIRE EXTINGUISHER MAINT - ALL SITES		1,263.90
00087036	09/11/2024	AMAZON CAPITAL SERVICES	01-4100	Text books	320.96	
				World Geography Activity Books	219.04	
			01-4300	Art class Supplies	1,000.32	
				art supplies	140.41	
				Bulbs - film class	60.04	
				classroom supplies	3,399.34	
				curriculum	252.81	
				Health/First Aid Supplies	126.12	
				PRINCIPAL TECH SUPPLIES	265.45	
				standard of excellence books	849.39	
				teacher supplies	115.92	
				TECH SUPPLIES	138.66	
				TECHNOLOGY SUPPLIES	114.44	
			01-4302	office supplies	799.28	
				Paper	226.23	
			01-4305	Volleyballs	222.58	
			01-4320	BATHROOM SIGN	11.08	
				FLOOR FANS		
				Office Equipment	863.33	
				WALKIE TALKIES	42.89	
			01-4330	CABLES	92.19	
				OFFICE SUPPLIES	592.39	
			13-4340	cashier supplies	92.67	
				kitchen office supplies	62.92	10,008.46
00087037	09/11/2024	APPLE COMPUTER, INC.	01-4400	MACBOOKS		4,468.71
00087038	09/11/2024	AT&T	01-5890	PHONE SERVICES	59.99	
			01-5899	PHONE SERVICES	27.52	
			01-5910	PHONE SERVICES	623.15	710.66
00087039	09/11/2024	BERTAGNOLLI PAVING	40-5890	PAVEMENT SEALING		37,622.00
00087040	09/11/2024	KATRINA BOSWORTH	01-5200	HOTEL/PER DIEM		676.98
00087041	09/11/2024	BRADY INDUSTRIES	01-4320	CUSTODIAL SUPPLIES	1,296.69	
			01-4400	floor scrubber	4,288.67	5,585.36

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.

Page 1 of 6

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00087042	09/11/2024	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00087043	09/11/2024	NORTHERN SECTION, CIF	01-5300	ANNUAL DUES		200.00
00087044	09/11/2024	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
00087045	09/11/2024	CURRENT ELECTRIC & ALARM, INC.	01-5600	ALARM MONITORING	573.75	
			01-5899	ALARM MONITORING	26.25	600.00
00087046	09/11/2024	DEMCO, INC.	01-4300	library supplies		124.72
00087047	09/11/2024	FLINN SCIENTIFIC, INC.	01-4300	Classroom Supplies	335.24	
				Lab kits	843.12	1,178.36
00087048	09/11/2024	FOLLETT EDUCATIONAL SRV.	01-5200	TRAINING		1,670.00
00087049	09/11/2024	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00087050	09/11/2024	ITUTOR	01-5890	MATH INSTRUCTION		64,496.56
00087051	09/11/2024	JOSHUA WILKINSON	01-5200	MILEAGE		348.40
00087052	09/11/2024	K 12 MANAGEMENT DBA FUELED	01-5890	STUDENT LICENSE BLOCK/ISP COURSES		250.00
00087053	09/11/2024	KIP SHUBERT	01-5200	KEYNOTE SPEAKER		4,500.00
00087054		LAKESHORE LEARNING	01-4300	classroom supplies		157.67
00087055		LEARNING WITHOUT TEARS	01-4300	classroom supplies		1,337.84
00087056		LIBERTY UTILITY CA	01-5510	ELECTRIC - LOYALTON SITES	4,827.54	.,001.10
0000.000	00, 1.1,202.		01-5899	ELECTRIC - LOYALTON SITES	226.60	
			01-9510	ELECTRIC - LOYALTON SITES	4,202.18	9,256.32
00087057	09/11/2024	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS	1,202.10	1,164.99
00087058		ODP BUSINESS SOLUTIONS LLC	01-4302	Paper	1.283.45	.,
00001000	00/11/2021	obi Boomed Colomone Lea	01-4330	OFFICE CHAIR	161.67	
			01 1000	Office Supplies	148.14	1,593.26
00087059	09/11/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	Electricity		4,650.65
00087060		POWERSCHOOL GROUP LLC	01-5200	POWERSCHOOL TRAINING		3,860.00
00087061		PUBLIC EMPLOYEES' RETIREMENT SYSTEM	01-5890	GASB STATEMENT FEE		350.00
00087062		UBEO WEST LLC	01-4302	Staples	126.56	555.55
0000.002	00/11/2021	0520 1120 120	01-4330	office supplies	126.56	
			01-5600	COPIER MAINT.	937.54	
			01-5899	COPIER MAINT.	177.16	1,367.82
00087063	09/11/2024	RIDDEL ALL AMERICAN SPORTS CORP	01-4305	Football Helmets	177.10	1,869.86
00087064		SCHOLASTIC INC.	01-4300	Scholastic News		144.38
00087065		SCHOOL INNOVATIONS & ACHIVEMENT	01-5890	MANDATED COST SERVICES	3,375.00	111.00
2200,000	00, 1 1/LULT	2332 INTOVATIONS WASHINGTON	01-5899	MANDATED COST SERVICES	1,125.00	4,500.00
00087066	09/11/2024	SCHOOL SPECIALTY LLC	01-4400	White Board	1,120.00	620.93
00087067		SEININ MARKEE	01-5890	MUSIC DEMONSTRATION		300.00

006 - Sierra-Plumas Joint Unified School District

preceding Checks be approved.

Generated for Adrienne Garza (ABALL), Oct 3 2024 6:47AM

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00087068	09/11/2024	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE		289.50
00087069	09/11/2024	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	664.93	
			01-5899	GARBAGE SERVICE	13.33	678.26
00087070	09/11/2024	SIERRA VALLEY HOME CENTER	01-4320	MAINT. SUPPLIES	557.82	
				MAINT/CUSTODIAL SUPPLIES	148.01	705.83
00087071	09/11/2024	SIERRA-PLUMAS JOINT UNIFIED	01-5890	BANK SERVICE FEES		144.33
00087072	09/11/2024	SMALL SCHOOL DIST. ASSN.	01-5300	MEMBERSHIP		1,400.00
00087073	09/11/2024	SEAN SNIDER	01-5890	NOTARY FEES		30.00
00087074	09/11/2024	SUPERIOR REGION CATA	01-5200	Spring CATA registration		600.00
00087075	09/11/2024	SYSCO SACRAMENTO	01-4330	CAFETERIA - FOOD AND SUPPLIES	250.00	
			13-4700	CAFETERIA - FOOD AND SUPPLIES	7,800.73	8,050.73
00087076	09/11/2024	TERMINIX PROCESSING CENTER	01-5890	PEST CONTROL -LES/LHS		370.00
00087077	09/11/2024	TINY EYES THERAPY SERVICES	01-5890	THERAPY SERVICES		5,200.28
00087078	09/11/2024	TODDLER TOWERS, INC. SIERRA KIDS	01-5100	ELOP PROGRAM	27,119.77	
		·	01-5890	ELOP PROGRAM	24,521.39	51,641.1
00087079	09/11/2024	TOWN & COUNTRY FLOORING	40-6200	CARPET REPLACEMENT	,	28,672.7
00087080	09/11/2024	TRI COUNTY SCHOOLS INS. GR.	01-9535	HEALTH INSURANCE	10,951.62	•
			76-9576	HEALTH INSURANCE	74,137.32	85,088.9
00087081	09/11/2024	U.S. BANK	01-4305	TOLLS	17.50	•
			01-4320	GAGA BALL PIT BORDER	402.26	
				MAINT. SUPPLIES	32.28	
			01-4350	FUEL FOR MAINT.	48.89	
			01-4351	FUEL FOR MAINT.	7.50	
			01-4400	WASHER/DRYER SET	810.90	
			01-5200	REGISTRATION	249.00	
			01-5600	PAINT SPRAYER REPAIR	330.33	
			01-5890	LATE FEE	2.00	
			0.000	ZOOM SUBSCRIPTION	66.35	
			01-5899	SUV WINDSHIELD	325.00	
			01-9510	ADOBE PRO SUBSCRIPTION	19.99	
			01 0010	IPAD SOFTWARE	8.24	2,320.2
00087082	09/11/2024	UC SCOUT	01-5890	ONLINE COURSES	0.21	9,576.0
00087083		VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	450.94	0,070.0
	00/11/2024		01-5910	CELL PHONE SERVICE	363.86	814.8
00087084	09/11/2024	YOU SCIENCE	01-4300	CAREER SKILLS	000.00	3,000.0
00087085		SIERRA HARDWARE	01-4320	Misc Maintenance supplies		719.5
00087086		ACADEMIC INNOVATIONS	01-4300	CAREER CHOICES - SPANISH EDITION		131.8

006 - Sierra-Plumas Joint Unified School District

preceding Checks be approved.

Generated for Adrienne Garza (ABALL), Oct 3 2024 6:47AM

Page 3 of 6

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00087087	09/27/2024	ACCREDITING COMM. FOR SCHOOLS	01-5300	ANNUAL WASC MEMBERSHIP		2,460.00
00087088	09/27/2024	AEDIS ARCHITECTS	40-6200	ARCHITECTS		259.39
00087089	09/27/2024	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		366.86
00087090	09/27/2024	AMAZON CAPITAL SERVICES	01-4300	classroom supplies	413.31	
			01-4320	CUSTODIAL SUPPLIES	342.30	
				KEY LOCK BOX	43.83	
				MAINTENANCE SUPPLIES	225.18	
			01-4330	OFFICE SUPPLIES	234.82	
			01-4350	TAIL LIGHT	80.43	
			01-4400	CONFERENCE SUPPLIES	4,430.48	
			01-5899	KEY LOCK BOX	14.62	
			13-4340	cafeteria supplies	57.34	
				cashier supplies	4.91	5,847.22
00087091	09/27/2024	AMERIGAS	01-5540	PROPANE		3,644.26
00087092	09/27/2024	AT&T	01-5890	PHONE SERVICES	57.73	
			01-5899	PHONE SERVICES	26.64	
			01-5910	PHONE SERVICES	616.54	700.91
00087093	09/27/2024	BLUE NOTE B'S HORN SHOP	01-4300	INSTRUMENTS		17,589.00
00087094	09/27/2024	BRADY INDUSTRIES	01-4320	Custodial Supplies		1,730.74
00087095	09/27/2024	DOCUMENT TRACKING SERVICES	01-5890	SCHOOL ACCOUNTABILITY REPORTING		1,575.00
00087096	09/27/2024	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530	Water		416.34
00087097	09/27/2024	EDWARDS, STEVENS AND TUCKER, LLP	01-5810	LEGAL FEES		1,917.50
00087098	09/27/2024	FLINN SCIENTIFIC, INC.	01-4300	Classroom Supplies		25.44
00087099	09/27/2024	FOREST VIEW SCREENING AND ASSOCIATES LLC	01-5890	DOT CONSORTIUM		105.00
00087100	09/27/2024	GRAINGER, INC.	01-4320	REPAIR PARTS		26.11
00087101	09/27/2024	COURTYARD BY MARRIOTT DOWNTOWN INDIANAPOLIS	01-5200	NATIONAL FFA CONVENTION		453.96
00087102	09/27/2024	LES SCHWAB TIRE CENTER	01-4350	Vehicle Maintenance	105.86	
				YUKON TIRES	1,163.88	1,269.74
00087103	09/27/2024	LIBERTY UTILITY CA	01-5510	ELECTRIC - LOYALTON SITES	17,054.40	
			01-5899	ELECTRIC - LOYALTON SITES	137.40	17,191.80
00087104	09/27/2024	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC	01-4100	MY MATH RENEWAL		8,414.60
00087105	09/27/2024	MERIDIAN	01-4300	Planners		899.20
00087106	09/27/2024	MOUNTAIN MESSENGER	01-5890	ADVERTISEMENTS AND PUBLIC HEARINGS		228.25
00087107	09/27/2024	ODP BUSINESS SOLUTIONS LLC	01-4300	Classroom Supplies	551.48	
			01-4302	COPY PAPER	149.68	
				office supplies	694.97	
			01-4320	ROUND TABLE	445.27	1,841.40

preceding Checks be approved.

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## ReqPay12c Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00087108	09/27/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	Electricity		4,159.46
00087109	09/27/2024	REBEKAH PEREZ	01-5200	UC COUNSELOR CONFERENCE		239.94
00087110	09/27/2024	PIONEER ATHLETICS	01-4305	Field Paint		2,312.82
00087111	09/27/2024	PLUMAS COUNTY SCHOOLS	01-9510	TRANSPORTATION AGREEMENT		40,322.19
00087112	09/27/2024	UBEO WEST LLC	01-5600	COPIER MAINT.	742.63	
			01-5899	COPIER MAINT.	175.50	918.13
00087113	09/27/2024	SCHOOL OUTFITTERS	01-4320	Desks		3,771.52
00087114	09/27/2024	SCHOOL SPECIALTY LLC	01-4300	CLASSROOM SUPPLIES		321.56
00087115	09/27/2024	SCHOOLS EXCESS LIABILITY FUND	01-5400	AB218 LIABILITY FUNDING		43,499.7
00087116	09/27/2024	SHERMAN GARNETT & ASSOCIATES	01-4330	TRAINING SUPPLIES		308.8
00087117	09/27/2024	SIERRA BOOSTER	01-5890	ADVERTISEMENTS/LEGAL/PUBLIC NOTICES		396.0
00087118	09/27/2024	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	913.73	
			01-5899	GARBAGE SERVICE	22.08	935.8
00087119	09/27/2024	SIERRA HARDWARE	01-4320	Misc Maintenance supplies		531.1
00087120	09/27/2024	SIERRA-PLUMAS JOINT UNIFIED	01-5800	Volleyball/Football Officials		4,400.0
00087121	09/27/2024	SIERRA-PLUMAS JOINT UNIFIED PETTY CASH	01-4400	MOWER		900.0
00087122	09/27/2024	SEAN SNIDER	01-5200	PER DIEM/MILEAGE		246.3
00087123	09/27/2024	STAPLES ADVANTAGE	01-4300	classroom supplies	382.23	
			01-4330	office supplies	88.92	471.1
00087124	09/27/2024	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		256.0
00087125	09/27/2024	CHRISTOPHER STRINE	01-5200	MILEAGE		95.1
00087126	09/27/2024	SYSCO FOOD SVCS OF SACRAMENTO	13-4700	CAFETERIA - FOOD AND SUPPLIES		3,951.1
00087127	09/27/2024	TIP INC.,PRINTING & GRAPHIX	01-4330	Letterhead and Business Cards		371.6
00087128	09/27/2024	TOUSHULONG VANG	01-5200	AG TECH WORKSHOP		278.2
00087129	09/27/2024	TRI COUNTY SCHOOLS INS. GR.	01-5400	PROPERTY/CASUALTY		176,562.0
00087130	09/27/2024	U.S. BANK	01-4100	curriculum	275.44	
				MATH WORKBOOKS	333.33	
				TEXTBOOKS	247.78	
			01-4300	art supplies	788.38	
				IPAD SOFTWARE	14.68	
				Watercolor Paper	74.52	
			01-4320	MAINT. SUPPLIES	3,099.29	
				SINK	161.31	
			01-4330	ADOBE PRO SUBSCRIPTION	14.99	
			01-4350	AG TRUCK REPAIR	5,879.84	
				FUEL FOR MAINT.	124.85	
			01-4351	FUEL FOR MAINT.	19.15	

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.

Page 5 of 6

Check	Check				Expensed	Check
Number	Date	Pay to the Order of	Fund-Object	Comment	Amount	Amoun
00087130	09/27/2024	U.S. BANK	01-5890	ZOOM SUBSCRIPTION	68.35	
			01-5899	ADOBE PRO SUBSCRIPTION	5.00	11,106.91
00087131	09/27/2024	UC SCOUT	01-5890	ONLINE COURSES		2,394.00
00087132	09/27/2024	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	465.32	
			01-5910	CELL PHONE SERVICE	364.14	829.46
00087133	09/27/2024	U.S. BANK VOYAGER	01-4305	FUEL FOR ATHLETIC TRIPS	62.95	
			01-4351	BUS FUEL	608.01	
				Fuel for Maintenance	112.50	
			01-5200	FUEL FOR FFA	93.13	876.5
				Total Number of Checks	103	768,448.67

## **Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	583,016.42
13	Cafeteria Fund	6	16,890.84
40	Special Reserve for Capital Ou	5	94,404.09
76	Warrant/Pass Though (payroll)	1	74,137.32
	Total Number of Checks	103	768,448.67
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		768,448.67

## **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]

То:	•	James Berardi County Superintendent			
Person completing this fo	rson completing this form: Kristie Jacobsen Executive Assistant to the Superintendents				
2024-2025 School Year					
Quarterly Report Submiss	sion Date:	•			
Date for information to be reported publicly at a governing board meeting: October 08, 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		

Signature of County Superintendent	Date

0

0

0

**TOTALS** 

## **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]

То:	Sean Snider District Supe	Sean Snider District Superintendent			
Person completing this fo	•	Kristie Jacobsen Executive Assistant to the Superintendents			
2024-2025 School Year					
Quarterly Report Submis	sion Date:	October 2024 (Jul-Aug-Sep) January 2025 (Oct-Nov-Dec) April 2025 (Jan-Feb-Mar) July 2025 (Apr-May-Jun)			
Date for information to be reported publicly at a governing board meeting: October 08, 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		

Signature of District Superintendent	Date	

0

0

0

**TOTALS** 

## E-Waste to surplus October 08, 2024

Device Type	Brand	Inventory Tag	Serial
Chromebook	Samsung	3881	0JDB91DH406779D
Printer	HP		TH213CD0QD
Printer	HP		CNBCH7C042
Desktop	Apple	41162	YM9320961BU
Desktop	Apple	00945 (County)	YM8241DWYL1
Desktop	Apple	411	YM9320ATIBU
Desktop	Apple	41161	YM93209A1BU
Switcher	Polycom		8217114719CACV
Printer	HP		VNB3234658
Printer	HP		CNB9L27459
Printer	Brother		U64177G7N705227
Chromebook	Samsung	32815	
Chromebook	Samsung	32848	4K9W9FDR201266L
Chromebook	Samsung	32843	4K9W9FER201504R
Chromebook	Samsung	32849	4K9W9FDR200309W
Chromebook	Samsung	32920	4K9W9FER201447L
Chromebook	Samsung	32850	4K9W9FDR201541E
Chromebook	Samsung	32816	4K9W9FDR201541E
Chromebook	Samsung		4K9W9FER201506F
Chromebook	Samsung	32832	4K9W9FDNC02327J
Chromebook	Samsung		4K9W9FDNC02410L
Chromebook	Samsung		4K9W9FDNC02473H

#### SIERRA COUNTY OFFICE OF EDUCATION

#### **RESOLUTION NO. 25-004C**

#### SUFFICIENCY OF TEXTBOOKS OR INSTRUCTIONAL MATERIALS

**WHEREAS**, the SIERRA COUNTY BOARD OF EDUCATION, in order to comply with the requirements of Education Code 60119, held a public hearing on October 08, 2024, at 6 o'clock, which was on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

<b>Mathematics</b> M	ly.	Math	, Grades	K-5
----------------------	-----	------	----------	-----

<u>California Mathematics</u>, Grades 6,7 Mathematics Course 1

Pre-Algebra, Grades 8-12 Algebra II, Grades 8-12

Pre Calculus

Mathematics, Course 1, Common Core

Mathematics, Course 2, Common Core Mathematics, Course 3, Common Core

Geometry, Common Core
Algebra 1, Common Core, CA
Algebra 2, Common Core, CA

Calculus, AP Edition

Calculus, Graphical, Numerical, Algebraic,

5<sup>th</sup> Edition Financial Algebra McGraw-Hill Education © 2017 Macmillan/McGraw-Hill/Glencoe

Prentice Hall © 2013

Prentice Hall Glencoe

Houghton Mifflin

Pearson Education, Inc.

Pearson Education, Inc. ©2013 Pearson Education, Inc. ©2013 Pearson Education, Inc. ©2015

Pearson Education, Inc. ©2015 Pearson Education, Inc. ©2015

Pearson Education, Inc. ©2014

Pearson Education, Inc. ©2016 Cengage Learning ©2011

History/	My World, Grades TK-5	Pearson Education, Inc.
Social Science	Grades 6-8	National Geographic/Cengage
	Impact, Grades 9-12	McGraw Hill
	TCI, History Alive! Geography, Grad	•
	American Pageant, AP Government	Clarace
	Geography, Grades 9-12	Glencoe
English/	Mirrors & Windows, Grades 6-12	EMC Publishing, LLC © 2016
Language Arts	Continuing with Literature, Levels I	
0 0	British Tradition, Grades 11-12	
(Including	American Tradition, Grades 11-12	
<b>English Learners</b> )		
	Wonders CA Comprehensive System	
	The Power of Connection	McGraw-Hill Education © 2015-17
Spanish	Senderos, Levels 1, 2, 3, and 4	Vista Higher Learning 2023
WHEREAS, suffici		als were provided to each student enrolled in
WHEREAS, laborar grades 9-12, inclusive	· · ·	e for science laboratory classes offered in
OFFICE OF EDUCA	ATION has provided each student w the academic content standards and of	4-2025 school year, the SIERRA COUNTY ith sufficient textbooks and instructional consistent with the cycles and content of the
	OPTED at a regular meeting of the S on October 08, 2024, by the following	
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
VACANT:		
		Patty Hall, Clerk
		Sierra County Board of Education
		Sterra County Dourd of Education

California Elevate Science TK-5

Science Dimensions National 6-12

Pearson

Houghton Mifflin Harcourt

Science

## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 25-004D**

#### SUFFICIENCY OF TEXTBOOKS OR INSTRUCTIONAL MATERIALS

WHEREAS, the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Governing Board, in order to comply with the requirements of Education Code 60119, held a public hearing on October 08, 2024, at 6 o'clock, which was on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

Financial Algebra

Cengage Learning ©2011

	Science Dimensions National 6-12	Houghton Mifflin Harcourt
History/ Social Science	My World, Grades TK-5 Grades 6-8 Impact, Grades 9-12 TCI, History Alive! Geography, Grade 9 (Dow American Pageant, AP Government Geography, Grades 9-12	Pearson Education, Inc. National Geographic/Cengage McGraw Hill rnieville only) Cengage Glencoe
English/ Language Arts (Including English Learners)	Mirrors & Windows, Grades 6-12 Continuing with Literature, Levels I-V British Tradition, Grades 11-12 American Tradition, Grades 11-12 Wonders CA Comprehensive System, Grades	
	The Power of Connection	McGraw-Hill Education © 2015-17
Spanish	Senderos, Levels 1, 2, 3, and 4	Vista Higher Learning 2023
WHEREAS, sufficie foreign language or h	nt textbooks or instructional materials were ealth classes, and;	provided to each student enrolled in
WHEREAS, laborate grades 9-12, inclusive	ory science equipment was available for science.	ence laboratory classes offered in
JOINT UNIFIED SC	S RESOLVED THAT for the 2024-2025 so HOOL DISTRICT has provided each students aligned to the academic content standards lum frameworks.	nt with sufficient textbooks and
	PTED at a regular meeting of the SIERRA- Governing Board held on October 08, 2024	
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
VACANT:		
	Sierra-	fall, Clerk Plumas Joint Unified School District ing Board

California Elevate Science TK-5

Pearson

Science

# SIERRA COUNTY OFFICE OF EDUCATION

## **RESOLUTION NO. 25-003C**

# **Resolution for Adopting the Gann Limit**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for 2023-2024 and 2024-2025 fiscal years are made in accord with applicable constitutional and statutory law; and

**BE IT FURTHER RESOLVED**, this Board does hereby declare that the appropriations in the Budget for the 2023-2024 and 2024-2025 fiscal years do not exceed the limitations imposed by Proposition 4; and

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

Passed and adopted at a regular meeting of the Sierra County Board of Education held October 08, 2024 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
VACANT:	
	Patty Hall, Clerk
	Sierra County Board of Education

#### Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA		2022-23 Actual			2023-24 Actual	
(Actual Appropriations Limit and Gann ADA are from COE's prior year Gann data reported to the CDE. LCFF data are from the prior year Annual County LCFF Calculation funding exhibit.)						
PRIOR YEAR APPROPRIATIONS LIMIT						
1. Program Portion of Prior Year Appropriations Limit						
(A3 times [A6 divided by (A6 plus A7)], not to exceed A6)						
Excess is added to Other Services portion.	0.00		0.00			0.00
2. Other Services Portion of Prior Year Appropriations Limit (A3 minus A1)	280,651.10		280,651.10			254,245.36
3. TOTAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D16, PY column)	280,651.10		280,651.10			254,245.36
PRIOR YEAR GANN ADA						
4. Program ADA (Preload/Line B3, PY column)	.01		.01			0.00
5. Other ADA (Preload/Line B4, PY column)	410.57		410.57			356.14
PRIOR YEAR LCFF						
6. LCFF Alternative Education Grant (Preload/Line A28,						
Alternative Education Grant, prior year Annual County LCFF Calculation)	0.00		0.00			0.00
7. LCFF Operations Grant, (Preload/Line A1, Operations Grant, prior year Annual County LCFF Calculation)	1,163,667.00	1	1,163,667.00			1,163,667.00
ADJUSTMENTS TO PRIOR YEAR LIMIT AND ADA	Ad	justments to 2022	2-23	Adjustments to 2023-24		3-24
ADJUSTMENTS TO PRIOR YEAR LIMIT						
8. Reorganizations and Other Transfers						
9. Temporary Voter Approved Increases						
10. Less: Lapses of Voter Approved Increases						
11. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT						
(Lines A8 plus A9 minus A10)			0.00			0.00
12. Adjustments to Program Portion						
([Lines A1 divided by A3] times Line A11)	0.00		0.00	0.00		0.00
13. Adjustments to Other Services Portion						
(Lines A11 minus A12)			0.00			0.00
ADJUSTMENTS TO PRIOR YEAR ADA						
(Only for reorganizations and other transfers, and only if adjustments to the appropriations limit amounts are entered in Line A8 or A12 above)						
14. Adjustments to Program ADA						
15. Adjustments to Other ADA						

#### Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

			2023-24 Calculations			2024-25 Calculations	
		Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
В.	CURRENT YEAR GANN ADA						
	CURRENT YEAR PROGRAM ADA	202	23-24 Annual Rep	ort	202	4-25 Annual Estir	nate
	Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the COE						
	1. Total County Program ADA (Form A, Line B1d)	0.00		0.00	0.00		0.00
	2. Total Charter Schools ADA (Form A, Line C2d plus C6d)	0.00		0.00	0.00		0.00
	3. Total Current Year ADA (Lines B1 through B2)	0.00	0.00	0.00	0.00	0.00	0.00
		2	2023-24 P2 Repor	t	2	024-25 P2 Estimat	te
	CURRENT YEAR DISTRICT ADA						
	4. Total District Gann ADA (Sum of all District Form GANN, Line B3)			356.14			358.58
C.	CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE		2023-24 Actual		2024-25 Budget		
	AID RECEIVED						
	TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
	Homeowners' Exemption (Object 8021)	0.00		0.00	0.00		0.00
	2. Timber Yield Tax (Object 8022)	1,075.14		1,075.14	0.00		0.00
	3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
	4. Secured Roll Taxes (Object 8041)	8,915.01		8,915.01	80,111.00		80,111.00
	5. Unsecured Roll Taxes (Object 8042)	79,245.52		79,245.52	2,350.00		2,350.00
	6. Prior Years' Taxes (Object 8043)	75.20		75.20	107.00		107.00
	7. Supplemental Taxes (Object 8044)	1,347.12		1,347.12	1,602.00		1,602.00
	8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
	9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
	10. Receipts from County Bd. of Supervisors (Object 8070)	0.00		0.00	0.00		0.00
	11. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
	12. Comm. Redevelopment Funds (Objects 8047 & 8625)	0.00		0.00	0.00		0.00
	13. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
	14. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
	15. Penalties and Int. from Delinquent Non-LCFF						
	Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
	16. Transfers to Charter Schools						
	in Lieu of Property Taxes (Object 8096)						
	17. TOTAL TAXES AND SUBVENTIONS						

# Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

46 10462 0000000 Form GANN E8ABGCSNX8(2023-24)

			2023-24 Calculations		2024-25 Calculations		
		Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
	(Lines C1 through C16)	90,657.99	0.00	90,657.99	84,170.00	0.00	84,170.00
OTHE	ER LOCAL REVENUES (Funds 01, 09, and 62)						
18.	To General Fund from Bond Interest and Redemption						
	Fund (Excess debt service taxes) (Object 8914)						
19.	TOTAL LOCAL PROCEEDS OF TAXES						
	(Lines C17 plus C18)	90,657.99	0.00	90,657.99	84,170.00	0.00	84,170.00
EXCL	UDED APPROPRIATIONS						
20a.	Medicare (Enter federally mandated amounts only from objs. 3301 and 3302; do not include negotiated amounts)			40,637.65			48,478.00
20b.	Qualified Capital Outlay Projects						
OTHE	ER EXCLUSIONS						
21.	Americans with Disabilities Act						
22.	Unreimbursed Court Mandated Desegregation Costs						
23.	Other Unfunded Court-ordered or Federal Mandates						
24.	TOTAL EXCLUSIONS (Lines C20 through C23)			40,637.65			48,478.00
STAT	E AID RECEIVED (Funds 01, 09, and 62)						
25.	LCFF - CY (objects 8011 and 8012)	1,572,099.01		1,572,099.01	1,593,241.00		1,593,241.00
26.	LCFF/Rev enue Limit State Aid - Prior Years (Object 8019)	427,592.00		427,592.00	0.00		0.00
27.	TOTAL STATE AID RECEIVED						
	(Line C25 plus C26)	1,999,691.01	0.00	1,999,691.01	1,593,241.00	0.00	1,593,241.00
DATA	A FOR INTEREST CALCULATION						
28.	Total Revenues (Funds 01, 09 & 62, objects 8000-8799)	3,611,869.10		3,611,869.10	3,374,261.00		3,374,261.00
29.	Total Interest and Return on Investments (Funds 01, 09, and 62, objects 8660 and 8662)	218,161.26		218,161.26	218,161.26		218,161.26
D. APPF	ROPRIATIONS LIMIT CALCULATIONS		2023-24 Actual			2024-25 Budget	
PREL	IMINARY APPROPRIATIONS LIMIT						
1.	Revised Prior Year Program Limit (Lines A1 plus A12)			0.00			0.00
2.	Inflation Adjustment			1.0444			1.0362
3.	Program Population Adjustment (Lines B3 divided						
	by [A4 plus A14]) (Round to four decimal places)			0.0000			0.0000
4.	PRELIMINARY PROGRAM LIMIT						
	(Lines D1 times D2 times D3)			0.00			0.00
5.	Revised Prior Year Other Services Limit						

File: GANN\_County, Version 6

		2023-24 Calculations				
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Lines A2 plus A13)		`	280,651.10		•	254,245.36
6. Inflation Adjustment			1.0444			1.0362
7. Other Services Population Adj. (Lines B4 divided						
by [A5 plus A15]) (Round to four decimal places)			0.8674			1.0069
8. PRELIMINARY OTHER SERVICES LIMIT						
(Lines D5 times D6 times D7)			254,245.36			265,266.84
9. PRELIMINARY TOTAL APPROPRIATIONS LIMIT						
(Lines D4 plus D8)			254,245.36			265,266.84
APPROPRIATIONS SUBJECT TO THE LIMIT						
10. Local Revenues Excluding Interest (Line C19)			90,657.99			84,170.00
11. Preliminary State Aid Calculation						
a. Maximum State Aid in Local Limit						
(Lesser of Line C27 or [Lines D9 minus D10 plus C24]; if negative, then zero)			204,225.02			229,574.84
12. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Lines C29 divided by [C28 minus C29] times [D10 plus D11a])			18,956.27			21,687.20
b. Total Local Proceeds of Taxes (Lines D10 plus D12a)			109,614.26			105,857.20
13. State Aid in Proceeds of Taxes (lesser of Line D11a or						
[Lines D9 minus D12b plus C24]; if negative, then zero)			185,268.75			207,887.64
14. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D12b)			109,614.26			
b. State Subventions (Line D13)			185,268.75			
c. Less: Excluded Appropriations (Line C24)			40,637.65			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT						
(Lines D14a plus D14b minus D14c)			254,245.36			
15 Adjustments to the Limit Per						
Government Code Section 7902.1						
(Line D14d minus D9)			0.00			
SUMMARY		2023-24 Actual			2024-25 Budget	
16 Adjusted Appropriations Limit						
(Lines D9 plus D15)			254,245.36			265,266.84
17 Appropriations Subject to the Limit						

Sierra County Office of Education Sierra County

# Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

46 10462 0000000 Form GANN E8ABGCSNX8(2023-24)

	2023-24 Calculations					
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Line D14d)			254,245.36			
* Please provide below an explanation for each entry in the adjustments column.						
Randy Jones	rjones@spjuso	l.org		530-993-1660		
Gann Contact Person	Contact Email	Address	'	Contact Phon	e Number	

# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 25-003D**

# **Resolution for Adopting the Gann Limit**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for 2023-2024 and 2024-2025 fiscal years are made in accord with applicable constitutional and statutory law; and

**BE IT FURTHER RESOLVED**, this Board does hereby declare that the appropriations in the Budget for the 2023-2024 and 2024-2025 fiscal years do not exceed the limitations imposed by Proposition 4; and

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

Passed and adopted at a regular meeting of the Sierra-Plumas Joint Unified School District Governing Board held October 08, 2024 by the following vote:

4 37EG

AYES:	 -
NOES:	 -
ABSTAIN:	 -
ABSENT:	 -
VACANT:	 -
	Patty Hall, Clerk
	Sierra-Plumas Joint Unified School District

Governing Board

		2023-24 2024-25 Calculations Calculations				
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
. PRIOR YEAR DATA		2022-23 Actual			2023-24 Actual	
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
FINAL PRIOR YEAR APPROPRIATIONS LIMIT		I				
(Preload/Line D11, PY column)	4,408,000.17		4,408,000.17			3,993,262.72
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	410.57		410.57			356.14
			I			
ADJUSTMENTS TO PRIOR YEAR LIMIT	Ad	justments to 202	2-23	Ad	justments to 2023	3-24
3. District Lapses, Reorganizations and Other Transfers						
Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
(Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA						
(Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered						
in Line A3 above)						
. CURRENT YEAR GANN ADA		2023-24 P2 Repor	·t	,	.024-25 P2 Estima	te
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter						
schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	356.14		356.14	358.58		358.5
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			356.14			358.5
. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE		2023-24 Actual			2024-25 Budget	
AID RECEIVED		2023-24 Actual			2024-23 Budget	
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
Homeowners' Exemption (Object 8021)	7,342.90		7,342.90	3,490.00		3,490.0
2. Timber Yield Tax (Object 8022)	48,211.07		48,211.07	15,395.00		15,395.0
3. Other Subventions/In-Lieu Taxes (Object 8029)	2,624.22		2,624.22	0.00		0.00
Secured Roll Taxes (Object 8041)	3,706,451.14		3,706,451.14	3,641,479.00		3,641,479.0
5. Unsecured Roll Taxes (Object 8042)	83,497.38		83,497.38	39,317.00		39,317.0
6. Prior Years' Taxes (Object 8043)	2,094.53		2,094.53	453.00		453.00
7. Supplemental Taxes (Object 8044)	28,713.71		28,713.71	0.00		0.0
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	90,277.44		90,277.44	78,200.00		78,200.0
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.0
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.0
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.0
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.0
14. Penalties and Int. from Delinquent Non-LCFF						
Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
<ul><li>15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)</li><li>16. TOTAL TAXES AND SUBVENTIONS</li></ul>						
(Lines C1 through C15)	3,969,212.39	0.00	3,969,212.39	3,778,334.00	0.00	3,778,334.0
OTHER LOCAL REVENUES (Funds 01, 09, and 62)	0,000,212.00	0.00	0,000,212.00	0,170,001.00	0.00	0,770,001.0
17. To General Fund from Bond Interest and Redemption						
Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.0
18. TOTAL LOCAL PROCEEDS OF TAXES						
(Lines C16 plus C17)	3,969,212.39	0.00	3,969,212.39	3,778,334.00	0.00	3,778,334.0
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			52,912.00			51,592.0
19b. Qualified Capital Outlay Projects		1				
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	0.00		0.00	0.00		0.0
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
Unreimbursed Court Mandated Desegregation Costs     Other Unfunded Court-ordered or Federal Mandates						
22. Other Unfunded Court-ordered of Federal Mandates  23. TOTAL EXCLUSIONS (Lines C19 through C22)	0.00	0.00	52,912.00	0.00	0.00	51,592.0
20. 10 Mil 2. WEOGIOTO (Linux O to fill adgit OEE)	0.00	0.00	32,812.00	0.00	0.00	51,592.0
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	2,576,142.61		2,576,142.61	2,381,912.00		2,381,912.0
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	921,306.00		921,306.00	0.00		0.0
26. TOTAL STATE AID RECEIVED						

#### Unaudited Actuals Fiscal Year 2023-24 School District Appropriations Limit Calculations

46 70177 0000000 Form GANN E8A8NYABDH(2023-24)

			2023-24 Calculations			2024-25 Calculations		
			Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
	DATA	FOR INTEREST CALCULATION						
		Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	10,352,238.11		10,352,238.11	7,670,150.00		7,670,150.00
	28.	Total Interest and Return on Investments	70.040.00		70.040.00	00 000 00		
n	A DDE	(Funds 01, 09, and 62; objects 8660 and 8662)  ROPRIATIONS LIMIT CALCULATIONS	72,242.32	2023-24 Actual	72,242.32	60,000.00	2024 25 Budget	60,000.00
D.		IMINARY APPROPRIATIONS LIMIT		2023-24 Actual			2024-25 Budget	
		Revised Prior Year Program Limit (Lines A1 plus A6)			4,408,000.17			3,993,262.72
	2.	Inflation Adjustment			1.0444			1.0362
	3.	Program Population Adjustment (Lines B3 divided						
		by [A2 plus A7]) (Round to four decimal places)			0.8674			1.0069
	4.	PRELIMINARY APPROPRIATIONS LIMIT						
		(Lines D1 times D2 times D3)			3,993,262.72			4,166,369.78
		OPRIATIONS SUBJECT TO THE LIMIT						
		Local Revenues Excluding Interest (Line C18)			3,969,212.39			3,778,334.00
	6.	Preliminary State Aid Calculation						
		<ul> <li>Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)</li> </ul>			42,736.80			43,029.60
		Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but						
		not less than zero)			76,962.33			439,627.78
	7	c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			76,962.33			439,627.78
	7.	Local Revenues in Proceeds of Taxes  Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5						
		a. plus D6c])			28,434.35			33,255.28
		b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			3,997,646.74			3,811,589.28
	8.	State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or			40.507.00			400.070.50
	0	less than zero)  Total Appropriations Subject to the Limit			48,527.98			406,372.50
	Э.	a. Local Revenues (Line D7b)			3,997,646.74			
		b. State Subventions (Line D8)			48,527.98			
		c. Less: Excluded Appropriations (Line C23)			52,912.00			
		d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT						
		(Lines D9a plus D9b minus D9c)			3,993,262.72			
	10.	Adjustments to the Limit Per						
		Government Code Section 7902.1						
		(Line D9d minus D4)			0.00			
		MARY Adjusted Appropriations Limit		2023-24 Actual			2024-25 Budget	
	• • • •	(Lines D4 plus D10)			3,993,262.72			4,166,369.78
	12.	Appropriations Subject to the Limit				-		
		(Line D9d)			3,993,262.72			
"* Die	ace pro	vide below an explanation for each entry in the adjustments column."						
110	ase pro	vice below an explanation for each entry in the adjustments column.						
L								
Pont	ly long		riones@enius 1	ora		530-993-1660		
	Contac		rjones@spjusd.		-		Number	
Gann	Contac	t Person	Contact Email A	uuless		Contact Phone	rannoer	

# Sierra-Plumas Joint Unified School District and Sierra County Office of Education

Meeting Date: October 8, 2024

Subject: Approve 2023-24 Year End Unaudited Actuals Financial Reports

Recommendation: Approve the 2023-2024 Year End Unaudited Actuals Financial Report

Background: At the close of each fiscal year, school districts must complete a financial

report. This unaudited financial report is filed with the county

superintendent and CDE, and provided to the auditors as the basis of their annual financial audit. The 2023-24 Year End Financial Report includes a summary by fund of revenues and expenditures for the period beginning July

1, 2023, and ending June 30, 2024.

Documents Attached: SACS Unaudited Actuals Financial Report for Sierra Plumas Joint USD and

Sierra County Office of Education for the year ended 2023-24.

46 10462 0000000 Form TC E8ABGCSNX8(2023-24)

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G = General Ledger Data; S = Supplemental Data

	Data	Data Supplied Fo	or:
Form	Description	2023-24 Unaudited Actuals	2024-25 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass- Through Fund		
11	Adult Education Fund	G	G
12	Child Dev elopment Fund		
13	Cafeteria Special Revenue Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
16	Forest Reserve Fund	G	G
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemploy ment Benefits		
21	Building Fund		
25	Capital Facilities Fund		
30	State School Building Lease- Purchase Fund		
35	County School Facilities Fund		
40	Special Reserve Fund for Capital Outlay Projects		

53	Tax Override Fund			
56	Debt Service Fund			
57	Foundation Permanent Fund			
61	Cafeteria Enterprise Fund			
62	Charter Schools Enterprise Fund			
63	Other Enterprise Fund			
66	Warehouse Revolving Fund			
67	Self-Insurance Fund			
71	Retiree Benefit Fund			
73	Foundation Private-Purpose Trust Fund			
76	Warrant/Pass- Through Fund			
95	Student Body Fund			
А	Av erage Daily Attendance	S	S	
ASSET	Schedule of Capital Assets			
CA	Unaudited Actuals Certification	S		
CAT	Schedule for Categoricals	S		
DEBT	Schedule of Long-Term Liabilities			
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS		
GANN	Appropriations Limit Calculations	GS	GS	
ICR	Indirect Cost Rate Worksheet	GS		
L	Lottery Report	GS		
PCRAF	Program Cost Report Schedule of Allocation Factors	GS		
PCR	Program Cost Report	GS		
SEA	Special Education Revenue Allocations		 	

#### Sierra County Office of Education Sierra County

# Unaudited Actuals TABLE OF CONTENTS

46 10462 0000000 Form TC E8ABGCSNX8(2023-24)

SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	
SIAA	Summary of Interfund Activities - Actuals	G

			1						-
			20	23-24 Unaudited Actua	Is		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	2,090,349.00	0.00	2,090,349.00	1,677,411.00	0.00	1,677,411.00	-19.8%
2) Federal Revenue		8100-8299	0.00	156,343.40	156,343.40	0.00	171,487.00	171,487.00	9.7%
3) Other State Revenue		8300-8599	6,109.43	914,935.21	921,044.64	4,961.00	924,563.00	929,524.00	0.9%
4) Other Local Revenue 5) TOTAL, REVENUES		8600-8799	291,167.61	152,964.45	444,132.06	420,000.00	175,839.00	595,839.00	34.2%
			2,387,626.04	1,224,243.06	3,611,869.10	2,102,372.00	1,271,889.00	3,374,261.00	-6.6%
B. EXPENDITURES  1) Certificated Salaries		1000-1999	378,445.01	274,921.05	653,366.06	437,138.00	270,751.00	707,889.00	8.3%
Classified Salaries		2000-2999	505,499.29	110,544.67	616,043.96	570,291.00	158,264.00	728,555.00	18.3%
3) Employ ee Benefits		3000-3999	491,113.08	194,397.74	685,510.82	561,723.00	220,509.00	782,232.00	14.1%
4) Books and Supplies		4000-4999	22,096.02	46,737.81	68,833.83	24,616.00	146,453.00	171,069.00	148.5%
5) Services and Other Operating Expenditures		5000-5999	263,179.64	344,544.34	607,723.98	463,338.00	707,534.00	1,170,872.00	92.7%
6) Capital Outlay		6000-6999	43,600.48	69,044.83	112,645.31	35,000.00	25,000.00	60,000.00	-46.7%
Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(65,633.83)	51,001.08	(14,632.75)	(137,902.00)	114,249.00	(23,653.00)	61.6%
9) TOTAL, EXPENDITURES			1,638,299.69	1,091,191.52	2,729,491.21	1,954,204.00	1,642,760.00	3,596,964.00	31.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			749,326.35	133,051.54	882,377.89	148,168.00	(370,871.00)	(222,703.00)	-125.2%
D. OTHER FINANCING SOURCES/USES								,	
1) Interfund Transfers									
a) Transfers In		8900-8929	118,373.94	0.00	118,373.94	46,000.00	0.00	46,000.00	-61.1%
b) Transfers Out		7600-7629	25,577.83	0.00	25,577.83	0.00	0.00	0.00	-100.0%
Other Sources/Uses     Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(7,215.82)	7,215.82	0.00	(4,536.00)	4,536.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			85,580.29	7,215.82	92,796.11	41,464.00	4,536.00	46,000.00	-50.4%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			834,906.64	140,267.36	975,174.00	189,632.00	(366,335.00)	(176,703.00)	-118.1%
F. FUND BALANCE, RESERVES									
Beginning Fund Balance     Section 1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791 9793	6,123,019.89	840,570.93	6,963,590.82	5,092,607.20	1,027,291.29	6,119,898.49	-12.1% 0.0%
b) Audit Adjustments c) As of July 1 - Audited (F1a + F1b)		3133	0.00 6,123,019.89	0.00 840,570.93	0.00 6,963,590.82	5,092,607.20	1,027,291.29	6,119,898.49	-12.1%
d) Other Restatements		9795	(1,865,319.33)	46,453.00	(1,818,866.33)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,257,700.56	887,023.93	5,144,724.49	5,092,607.20	1,027,291.29	6,119,898.49	19.0%
2) Ending Balance, June 30 (E + F1e)			5,092,607.20	1,027,291.29	6,119,898.49	5,282,239.20	660,956.29	5,943,195.49	-2.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	600.00	0.00	600.00	600.00	0.00	600.00	0.0%
Stores Prepaid Items		9712 9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,027,291.29	1,027,291.29	0.00	665,208.57	665,208.57	-35.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned		0700	400.000.5	0.55	400.000.5=	2.55		2.5-	400.00
Other Assignments FOREST RESERVE	0000	9780 9780	169,063.35 92,796.11	0.00	169,063.35 92,796.11	0.00	0.00	0.00	-100.0%
EPA ESERVE	1400	9780	76,267.24		76,267.24			0.00	
e) Unassigned/Unappropriated			,		,			2.00	
Reserve for Economic Uncertainties		9789	372,000.00	0.00	372,000.00	486,000.00	0.00	486,000.00	30.6%
Unassigned/Unappropriated Amount		9790	4,550,943.85	0.00	4,550,943.85	4,795,639.20	(4,252.28)	4,791,386.92	5.3%
G. ASSETS							<u></u>		
1) Cash		9110	5,092,710.86	769,301.03	5,862,011.89				
a) in County Treasury     1) Fair Value Adjustment to Cash in			5,092,710.86	769,301.03	5,862,011.89				
County Treasury		9111	78,387.00	0.00	78,387.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	600.00	0.00	600.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments     3) Accounts Receivable		9150 9200	3,408.00	13,260.00	0.00 16,668.00				
Due from Grantor Government		9290	655.51	344,163.26	344,818.77				
II ,			000.01	5 . r, 100.20	3.7,010.77	l			

			1	penaltures by Object			E8ABGCSNA8(		
			202	3-24 Unaudited Actual	Total Fund		2024-25 Budget	Total Fund	% Diff
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	col. A + B (C)	Unrestricted (D)	Restricted (E)	col. D + E (F)	Column C & F
5) Due from Other Funds		9310	0.00	0.00	0.00				I
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			5,175,761.37	1,126,724.29	6,302,485.66				
H. DEFERRED OUTFLOWS OF RESOURCES  1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES		0.500			400.070.07				
Accounts Payable     Due to Grantor Governments		9500 9590	81,696.18 1,457.99	21,674.49 77,758.51	103,370.67 79,216.50				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			83,154.17	99,433.00	182,587.17				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY	_	· <u> </u>	Ι Τ	7					
Ending Fund Balance, June 30			E 000 007 00	4 007 004 00	6 440 000 40				
(must agree with line F2) (G10 + H2) - (I6 + J2)			5,092,607.20	1,027,291.29	6,119,898.49				ı
LCFF SOURCES Principal Apportionment									
State Aid - Current Year		8011	1,465,197.01	0.00	1,465,197.01	1,356,190.00	0.00	1,356,190.00	-7.4%
Education Protection Account State Aid - Current		8012							
Year			106,902.00	0.00	106,902.00	237,051.00	0.00	237,051.00	121.7%
State Aid - Prior Years		8019	427,592.00	0.00	427,592.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions  Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Timber Yield Tax		8022	1,075.14	0.00	1,075.14	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	8,915.01	0.00	8,915.01	80,111.00	0.00	80,111.00	798.6%
Unsecured Roll Taxes		8042	79,245.52	0.00	79,245.52	2,350.00	0.00	2,350.00	-97.0%
Prior Years' Taxes		8043	75.20	0.00	75.20	107.00	0.00	107.00	42.3%
Supplemental Taxes		8044	1,347.12	0.00	1,347.12	1,602.00	0.00	1,602.00	18.9%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Receipt from Co. Board of Sups.		8070	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes  Less: Non-LCFF (50%) Adjustment		8082 8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources		3003	2,090,349.00	0.00	2,090,349.00	0.00 1,677,411.00	0.00	1,677,411.00	-19.8%
LCFF Transfers			2,030,048.00	0.00	2,000,040.00	1,077,411.00	0.00	1,077,411.00	-15.076
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property		8096	0.00	0.00	0.00	0.00	0.60	0.00	0.000
Taxes Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			2,090,349.00	0.00	2,090,349.00	1,677,411.00	0.00	1,677,411.00	-19.8%
FEDERAL REVENUE					. ,				
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	120,251.00	120,251.00	0.00	120,251.00	120,251.00	0.0%
Special Education Discretionary Grants		8182	0.00	25,909.56	25,909.56	0.00	24,847.00	24,847.00	-4.1%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds FEMA		8280 8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	5.50	0.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%

			202	3-24 Unaudited Actual	s		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Title II, Part A, Supporting Effective Instruction	4035	8290	.,	0.00	0.00	. ,	0.00	0.00	0.0%
Title III, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%
Title III, English Learner Program	4203	8290		0.00	0.00		0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 3183, 4037, 4038, 4123, 4124, 4126, 4127, 4128, 4204, 5630	8290		0.00	0.00		0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	10,182.84	10,182.84	0.00	26,389.00	26,389.00	159.2%
TOTAL, FEDERAL REVENUE			0.00	156,343.40	156,343.40	0.00	171,487.00	171,487.00	9.7%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		644,848.00	644,848.00		645,437.00	645,437.00	0.1%
Prior Years	6500	8319		(7,218.00)	(7,218.00)		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,045.00	0.00	1,045.00	1,045.00	0.00	1,045.00	0.0%
Lottery - Unrestricted and Instructional Materials  Tax Relief Subventions  Restricted Levies - Other		8560	2,892.50	1,871.74	4,764.24	3,616.00	1,470.00	5,086.00	6.8%
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.09
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6680, 6685, 6690, 6695	8590		72,476.23	72,476.23		75,000.00	75,000.00	3.5%
California Clean Energy Jobs Act	6230	8590		(133.00)	(133.00)		0.00	0.00	-100.0%
Career Technical Education Incentive Grant	6387	8590	_						
Program				0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,171.93	203,090.24	205,262.17	300.00	202,656.00	202,956.00	-1.1%
TOTAL, OTHER STATE REVENUE			6,109.43	914,935.21	921,044.64	4,961.00	924,563.00	929,524.00	0.9%
OTHER LOCAL REVENUE Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Community Redevelopment Funds Not Subject to LCFF Deduction  Penalties and Interest from Delinquent Non-		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Taxes Sales		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.09
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Interest  Net Increase (Decrease) in the Fair Value of Investments		8660 8662	139,774.26 78,387.00	0.00	139,774.26 78,387.00	45,000.00 0.00	0.00	45,000.00 0.00	-67.89 -100.09
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Interagency Services		8677	66,726.60	0.00	66,726.60	368,000.00	0.00	368,000.00	451.5%

				penditures by Object				LUADOC	CSNX8(2023-24)
			202	23-24 Unaudited Actua	s		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Mitigation/Dev eloper Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	6,279.75	152,964.45	159.244.20	7,000.00	12.001.00	19,001.00	-88.1%
Tuition		8710	0.00	0.00	0.00	0.00	163,838.00	163,838.00	New
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	9701	0.00	0.00	0.00	0.00	0.00	0.00	0.09/
From Districts or Charter Schools From County Offices	All Other All Other	8791 8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others	711 011101	8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			291,167.61	152,964.45	444,132.06	420,000.00	175,839.00	595,839.00	34.2%
TOTAL, REVENUES			2,387,626.04	1,224,243.06	3,611,869.10	2,102,372.00	1,271,889.00	3,374,261.00	-6.6%
CERTIFICATED SALARIES				,,,,_,,	2,211,222112	3,102,012.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	5,5,255	
Certificated Teachers' Salaries		1100	219,145.05	171,479.17	390,624.22	288,838.00	165,632.00	454,470.00	16.3%
Certificated Pupil Support Salaries		1200	1,600.00	35,775.68	37,375.68	0.00	26,175.00	26,175.00	-30.0%
Certificated Supervisors' and Administrators'		1300							
Salaries			157,699.96	67,666.20	225,366.16	148,300.00	78,944.00	227,244.00	0.8%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			378,445.01	274,921.05	653,366.06	437,138.00	270,751.00	707,889.00	8.3%
CLASSIFIED SALARIES		2100	445.044.40	50 405 04	198,426.52	04 404 00	94,727.00	400 000 00	4.00/
Classified Instructional Salaries Classified Support Salaries		2200	145,241.18 51,567.59	53,185.34 45,380.83	96,948.42	94,181.00	48,604.00	188,908.00 127,896.00	-4.8% 31.9%
Classified Supervisors' and Administrators' Salaries		2300	72,227.83	0.00	72,227.83	148,879.00	0.00	148,879.00	106.1%
Clerical, Technical and Office Salaries		2400	236,462.69	0.00	236,462.69	247,939.00	0.00	247,939.00	4.9%
Other Classified Salaries		2900	0.00	11,978.50	11,978.50	0.00	14,933.00	14,933.00	24.7%
TOTAL, CLASSIFIED SALARIES			505,499.29	110,544.67	616,043.96	570,291.00	158,264.00	728,555.00	18.3%
EMPLOYEE BENEFITS					511,51111	5.5,255	100,20110	,	101071
STRS		3101-3102	71,795.26	100,711.71	172,506.97	83,108.00	112,656.00	195,764.00	13.5%
PERS		3201-3202	122,911.88	15,325.42	138,237.30	153,688.00	31,054.00	184,742.00	33.6%
OASDI/Medicare/Alternative		3301-3302	42,892.36	11,439.76	54,332.12	48,585.00	17,575.00	66,160.00	21.8%
Health and Welfare Benefits		3401-3402	203,046.12	51,702.18	254,748.30	237,207.00	41,015.00	278,222.00	9.2%
Unemployment Insurance		3501-3502	476.13	192.32	668.45	504.00	227.00	731.00	9.4%
Workers' Compensation		3601-3602	34,302.85	15,026.35	49,329.20	38,631.00	17,982.00	56,613.00	14.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employ ee Benefits		3901-3902	15,688.48	0.00	15,688.48	0.00	0.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			491,113.08	194,397.74	685,510.82	561,723.00	220,509.00	782,232.00	14.1%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	9,021.00	9,021.00	New
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	19,171.13	32,993.23	52,164.36	17,808.00	113,506.00	131,314.00	151.7%
Noncapitalized Equipment		4400	2,924.89	13,744.58	16,669.47	6,808.00	23,926.00	30,734.00	84.4%
FOOD		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES	IDEC		22,096.02	46,737.81	68,833.83	24,616.00	146,453.00	171,069.00	148.5%
SERVICES AND OTHER OPERATING EXPENDITU Subagreements for Services	JKES	5100	0.00	9,020.00	9,020.00	0.00	40,000.00	40,000.00	343.5%
Travel and Conferences		5200	20,094.96	5,618.98	25,713.94	18,858.00	4,259.00	23,117.00	-10.1%
Dues and Memberships		5300	23,777.53	2,565.04	26,342.57	33,663.00	2,405.00	36,068.00	36.9%
Insurance		5400 - 5450	0.00	17,558.52	17,558.52	0.00	25,000.00	25,000.00	42.4%
Operations and Housekeeping Services		5500	8,847.96	20,902.34	29,750.30	1,400.00	15,000.00	16,400.00	-44.9%
Rentals, Leases, Repairs, and Noncapitalized			5,550	20,002.04	20,700.00	1,100.00	10,000.00	10, 100.00	11.570
Improvements		5600	1,705.46	0.00	1,705.46	1,500.00	1,000.00	2,500.00	46.6%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	201,476.75	287,961.98	489,438.73	393,317.00	618,870.00	1,012,187.00	106.8%
Experiationed			201,470.75	201,501.90	+05,400.73	353,317.00	310,070.00	1,012,101.00	100.070

			EX	penditures by Object		E8ABGCSNX8(2023-24)			
			202	23-24 Unaudited Actual	Is		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Communications		5900	7,276.98	917.48	8,194.46	14,600.00	1,000.00	15,600.00	90.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			263,179.64	344,544.34	607,723.98	463,338.00	707,534.00	1,170,872.00	92.7%
CAPITAL OUTLAY Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	43,600.48	13,530.00	57,130.48	0.00	25,000.00	25,000.00	-56.2%
Books and Media for New School Libraries or			10,000.10	10,000.00	01,100.10	0.00	20,000.00	20,000.00	00.270
Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	55,514.83	55,514.83	20,000.00	0.00	20,000.00	-64.0%
Equipment Replacement		6500	0.00	0.00	0.00	15,000.00	0.00	15,000.00	New
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets TOTAL, CAPITAL OUTLAY		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
	Coota)		43,600.48	69,044.83	112,645.31	35,000.00	25,000.00	60,000.00	-46.7%
OTHER OUTGO (excluding Transfers of Indirect Tuition	. Cosis)								
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs  Special Education SELPA Transfers of Apportionments		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service		7.00							0.00/
Debt Service - Interest		7438 7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal  TOTAL, OTHER OUTGO (excluding Transfers of		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT CO	STS								
Transfers of Indirect Costs		7310	(51,001.08)	51,001.08	0.00	(114,249.00)	114,249.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(14,632.75)	0.00	(14,632.75)	(23,653.00)	0.00	(23,653.00)	61.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(65,633.83)	51,001.08	(14,632.75)	(137,902.00)	114,249.00	(23,653.00)	61.6%
TOTAL, EXPENDITURES			1,638,299.69	1,091,191.52	2,729,491.21	1,954,204.00	1,642,760.00	3,596,964.00	31.8%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	118,373.94	0.00	118,373.94	46,000.00	0.00	46,000.00	-61.1%
(a) TOTAL, INTERFUND TRANSFERS IN			118,373.94	0.00	118,373.94	46,000.00	0.00	46,000.00	-61.1%
INTERFUND TRANSFERS OUT  To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Child Development Fund To: Special Reserve Fund		7611 7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School			0.00	0.00	0.00	0.00	0.00	0.00	0.078
Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	25,577.83	0.00	25,577.83	0.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			25,577.83	0.00	25,577.83	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds			5.50	5.50	0.30	5.50	0.00	5.30	3.070
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									

			20	23-24 Unaudited Actua	Is		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
County School Bldg Aid		8961	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(7,393.64)	7,393.64	0.00	(4,536.00)	4,536.00	0.00	0.0%
Contributions from Restricted Revenues		8990	177.82	(177.82)	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(7,215.82)	7,215.82	0.00	(4,536.00)	4,536.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			85,580.29	7,215.82	92,796.11	41,464.00	4,536.00	46,000.00	-50.4%

			I	enditures by Function				E8ABG	I
			20:	23-24 Unaudited Actual	s		2024-25 Budget		
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	2,090,349.00	0.00	2,090,349.00	1,677,411.00	0.00	1,677,411.00	-19.8%
2) Federal Revenue		8100-8299	0.00	156,343.40	156,343.40	0.00	171,487.00	171,487.00	9.7%
3) Other State Revenue		8300-8599	6,109.43	914,935.21	921,044.64	4,961.00	924,563.00	929,524.00	0.9%
4) Other Local Revenue		8600-8799	291,167.61	152,964.45	444, 132.06	420,000.00	175,839.00	595,839.00	34.2%
5) TOTAL, REVENUES			2,387,626.04	1,224,243.06	3,611,869.10	2,102,372.00	1,271,889.00	3,374,261.00	-6.6%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		592,319.15	422,856.91	1,015,176.06	627,100.00	649,184.00	1,276,284.00	25.7%
2) Instruction - Related Services	2000-2999		191,704.53	134,368.22	326,072.75	184,032.00	148,873.00	332,905.00	2.1%
3) Pupil Services	3000-3999		92,367.13	214,527.73	306,894.86	130,887.00	491,059.00	621,946.00	102.7%
4) Ancillary Services	4000-4999		0.00	87,422.15	87,422.15	0.00	37,199.00	37,199.00	-57.4%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		694,457.56	162,906.80	857,364.36	979,185.00	233,695.00	1,212,880.00	41.5%
8) Plant Services	8000-8999		67,451.32	69,109.71	136,561.03	33,000.00	82,750.00	115,750.00	-15.2%
		Except 7600-	01,101.02	55,155.71	100,001.00	55,555.55	02,700.00	110,100.00	10.27
9) Other Outgo	9000-9999	7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,638,299.69	1,091,191.52	2,729,491.21	1,954,204.00	1,642,760.00	3,596,964.00	31.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			749,326.35	133,051.54	882,377.89	148,168.00	(370,871.00)	(222,703.00)	-125.2%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	118,373.94	0.00	118,373.94	46,000.00	0.00	46,000.00	-61.1%
b) Transfers Out		7600-7629	25,577.83	0.00	25,577.83	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(7,215.82)	7,215.82	0.00	(4,536.00)	4,536.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			85,580.29	7,215.82	92,796.11	41,464.00	4,536.00	46,000.00	-50.4%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			834,906.64	140,267.36	975,174.00	189,632.00	(366,335.00)	(176,703.00)	-118.1%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	6,123,019.89	840,570.93	6,963,590.82	5,092,607.20	1,027,291.29	6,119,898.49	-12.1%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,123,019.89	840,570.93	6,963,590.82	5,092,607.20	1,027,291.29	6,119,898.49	-12.1%
d) Other Restatements		9795	(1,865,319.33)	46,453.00	(1,818,866.33)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,257,700.56	887,023.93	5,144,724.49	5,092,607.20	1,027,291.29	6,119,898.49	19.0%
2) Ending Balance, June 30 (E + F1e)			5,092,607.20	1,027,291.29	6,119,898.49	5,282,239.20	660,956.29	5,943,195.49	-2.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	600.00	0.00	600.00	600.00	0.00	600.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.09
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.09
b) Restricted		9740	0.00	1,027,291.29	1,027,291.29	0.00	665,208.57	665,208.57	-35.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.09
d) Assigned									
Other Assignments (by Resource/Object)		9780	169,063.35	0.00	169,063.35	0.00	0.00	0.00	-100.0
FOREST RESERVE	0000	9780	92,796.11		92,796.11			0.00	
EPA	1400	9780	76,267.24		76, 267. 24			0.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	372,000.00	0.00	372,000.00	486,000.00	0.00	486,000.00	30.6
Unassigned/Unappropriated Amount		9790	4,550,943.85	0.00	4,550,943.85	4,795,639.20	(4,252.28)	4,791,386.92	5.3

#### Unaudited Actuals County School Service Fund Exhibit: Restricted Balance Detail

46 10462 0000000 Form 01 E8ABGCSNX8(2023-24)

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
6057	Early Education: Universal Prekindergarten (UPK) Planning & Implementation Grant - County wide Planning and Capacity Building Grant	30,000.00	15,000.00
6300	Lottery: Instructional Materials	7,953.21	402.21
6500	Special Education	358,255.71	498,527.71
6546	Mental Health-Related Services	79,268.72	0.00
6620	Reversing Opioid Overdoses	2,905.00	2,905.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	9,611.00	0.00
7435	Learning Recovery Emergency Block Grant	14,023.00	0.00
9010	Other Restricted Local	525,274.65	148,373.65
Total, Restricted Balance	<del>-</del>	1,027,291.29	665,208.57

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.09
3) Other State Revenue		8300-8599	462,297.00	456,104.00	-1.39
4) Other Local Revenue		8600-8799	11,036.44	2,616.00	-76.39
5) TOTAL, REVENUES			473,333.44	458,720.00	-3.19
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	168,208.12	173,334.00	3.0
2) Classified Salaries		2000-2999	32,759.90	54,730.00	67.1
3) Employ ee Benefits		3000-3999	90,984.18	101,241.00	11.3
4) Books and Supplies		4000-4999	24,409.10	49,489.00	102.7
5) Services and Other Operating Expenditures		5000-5999	41,328.35	31,062.00	-24.8
6) Capital Outlay		6000-6999	269,709.83	64,106.00	-76.2
o) Supital Sultay		7100-7299,	200,700.00	04,100.00	70.2
7) Other Outgo (excluding Transfers of Indirect Costs)		7400-7499	0.00	0.00	0.0
8) Other Outgo - Transfers of Indirect Costs		7300-7399	14,632.75	23,653.00	61.6
9) TOTAL, EXPENDITURES			642,032.23	497,615.00	-22.5
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B9)  D. OTHER FINANCING SOURCES/USES			(168,698.79)	(38,895.00)	-76.9
D. OTHER FINANCING SOURCES/USES  1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0
		7600-7629			
b) Transfers Out		7600-7629	0.00	0.00	0.0
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0
b) Uses		7630-7699	0.00	0.00	0.0
3) Contributions		8980-8999	0.00	0.00	0.0
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(168,698.79)	(38,895.00)	-76.99
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	290,034.29	53,335.50	-81.6
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			290,034.29	53,335.50	-81.6
d) Other Restatements		9795	(68,000.00)	0.00	-100.0
e) Adjusted Beginning Balance (F1c + F1d)			222,034.29	53,335.50	-76.0
2) Ending Balance, June 30 (E + F1e)			53,335.50	14,440.50	-72.9
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0
Stores		9712	0.00	0.00	0.0
Prepaid Items		9713	0.00	0.00	0.0
All Others		9719	0.00	0.00	0.0
b) Restricted		9719	53,335.50	39,699.30	-25.6
		9740	53,335.50	აფ,იყყ.30	-25.0
c) Committed		0750			
Stabilization Arrangements		9750	0.00	0.00	0.0
Other Commitments		9760	0.00	0.00	0.0
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0
Unassigned/Unappropriated Amount		9790	0.00	(25,258.80)	Ne
G. ASSETS  1) Cash					
a) in County Treasury		9110	136,884.44		
Fair Value Adjustment to Cash in County Treasury		9111	0.00		
11: 8: 1				1	
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
c) in Revolving Cash Account d) with Fiscal Agent/Trustee		9130 9135	0.00 0.00		
c) in Revolving Cash Account		9130	0.00		

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	.00 0.0
S) Due from Other Funds	.00 0.0
6) Stores	.00 0.0
7) Prepaid Expenditures         9330         0.00           8) Other Current Assets         9340         0.00           9) Lease Receivable         9380         0.00           10) TOTAL, ASSETS         140,391.90           H. DEFERRED OUTFLOWS OF RESOURCES           1) Deferred Outflows of Resources         9490         0.00           2) TOTAL, DEFERRED OUTFLOWS         960         0.00           1. LIABILITIES         9500         87,056.40           2) Due to Grantor Governments         9590         0.00           3) Due to Other Funds         9610         0.00           4) Current Loans         9650         0.00           5) Unearmed Revenue         9650         0.00           6) TOTAL, LIABILITIES         87,056.40           J. DEFERRED INFLOWS OF RESOURCES           1) Deferred Inflows of Resources         9690         0.00           2) TOTAL, DEFERRED INFLOWS         0.00         0.00           K. FUND EQUITY (must agree with line F.2) (G10 + H2) - (16 + J2)         53,335.50         0.00           LCFF Transfers         50,335.50         0.00	.00 0.0
8) Other Current Assets       9340       0.00         9) Lease Receivable       9380       0.00         10) TOTAL, ASSETS       140,391.90         H. DEFERRED OUTFLOWS OF RESOURCES         1) Deferred Outflows of Resources       9490       0.00         2) TOTAL, DEFERRED OUTFLOWS       0.00         I. LIABILITIES         1) Accounts Payable       9500       87,056.40         2) Due to Grantor Governments       9590       0.00         3) Due to Other Funds       9610       0.00         4) Current Loans       9640       0.00         5) Unearned Revenue       9650       0.00         6) TOTAL, LIABILITIES       87,056.40       0.00         J. DEFERRED INFLOWS OF RESOURCES       9690       0.00         J. DEFERRED INFLOWS OF RESOURCES       9690       0.00         2) TOTAL, DEFERRED INFLOWS       0.00       0.00         2) TOTAL, DEFERRED INFLOWS       53,335.50         LCFF SOURCES         LCFF Transfers       8091       0.00       0.00	.00 0.0
9) Lease Receivable 9380 0.00 10) TOTAL, ASSETS 140,391.90  H. DEFERRED OUTFLOWS OF RESOURCES 1) Deferred Outflows of Resources 9490 0.00 2) TOTAL, DEFERRED OUTFLOWS 0 0.00 1. LIABILITIES 1) Accounts Payable 9500 87,056.40 2) Due to Grantor Governments 9590 0.00 3) Due to Other Funds 9610 0.00 4) Current Loans 9640 5) Unearned Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40 J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 5 0.00 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, according to the funds 9690 0.00 1) Company of Resources 9690 0.00 1) Company of Resources 9690 0.00 2) TOTAL, according to the funds 9690 0.00 2) TOTAL, according to the funds 9690 0.00 3) Deferred Inflows of Resources 9690 0.00 3) Deferred Inflows of Resources 9690 0.00 3) Deferred Inflows of Resources 9690 0.00 4) Current Loans 9690 0.00 5) TOTAL, according to the funds 9690 0.00 6) TOTAL, according to the funds 9690 0.00	.00 0.0
10) TOTAL, ASSETS       140,391.90         H. DEFERRED OUTFLOWS OF RESOURCES       9490       0.00         1) Deferred Outflows of Resources       9490       0.00         2) TOTAL, DEFERRED OUTFLOWS       0.00         I. LIABILITIES       TO Counts Payable       9500       87,056.40         2) Due to Grantor Governments       9590       0.00         3) Due to Other Funds       9610       0.00         4) Current Loans       9640       0.00         5) Unearned Revenue       9650       0.00         6) TOTAL, LIABILITIES       87,056.40         J. DEFERRED INFLOWS OF RESOURCES       87,056.40         1) Deferred Inflows of Resources       9690       0.00         2) TOTAL, DEFERRED INFLOWS       0.00         K. FUND EQUITY (must agree with line F2) (G10 + H2) - (16 + J2)       53,335.50         LCFF Transfers       LCFF Transfers - Current Year       8091       0.00	.00 0.0
10) TOTAL, ASSETS  H. DEFERRED OUTFLOWS OF RESOURCES  1) Deferred Outflows of Resources 9490 0.00 2) TOTAL, DEFERRED OUTFLOWS 0.00  I. LIABILITIES  1) Accounts Payable 9500 87,056.40 2) Due to Grantor Governments 9590 0.00 3) Due to Other Funds 9610 0.00 4) Current Loans 9640 9650 0.00 6) TOTAL, LIABILITIES  J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS OF RESOURCES 1) DEFERRED INFLOWS OF RESOURCES 2) TOTAL, DEFERRED INFLOWS OF RESOURCES 1) COUNTY (must agree with line F2) (G10 + H2) - (16 + J2) 53,335.50  LCFF Transfers LCFF Transfers - Current Year 8091 0.00 6 TOTAL TRANSFERS 100 100 100 100 100 100 100 100 100 10	.00 0.0
H. DEFERRED OUTFLOWS OF RESOURCES         1) Deferred Outflows of Resources       9490       0.00         2) TOTAL, DEFERRED OUTFLOWS       0.00         I. LIABILITIES         1) Accounts Payable       9500       87,056.40         2) Due to Grantor Governments       9590       0.00         3) Due to Other Funds       9610       0.00         4) Current Loans       9640       0.00         5) Unearmed Revenue       9650       0.00         6) TOTAL, LIABILITIES       87,056.40       87,056.40         J. DEFERRED INFLOWS OF RESOURCES       87,056.40       87,056.40         1) Deferred Inflows of Resources       9690       0.00         2) TOTAL, DEFERRED INFLOWS       0.00       0.00         K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2)       53,335.50         LCFF Transfers         LCFF Transfers - Current Year       8091       0.00       0.00	.00 0.0
1) Deferred Outflows of Resources 9490 0.00 2) TOTAL, DEFERRED OUTFLOWS 0.00  I. LIABILITIES 1) Accounts Payable 9500 87,056.40 2) Due to Grantor Governments 9590 0.00 3) Due to Other Funds 9610 0.00 4) Current Loans 9640 5) Unearned Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40  I. Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 9650 0.00 CONTROL OF TOTAL 9650 0.00 CONTROL OF TOT	.00 0.0
2) TOTAL, DEFERRED OUTFLOWS  I. LIABILITIES  1) Accounts Payable 9500 87,056.40 2) Due to Grantor Governments 9590 0.00 3) Due to Other Funds 9610 0.00 4) Current Loans 9640 5) Unearned Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40  J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 9600 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (16 + J2) 53,335.50  LCFF Transfers LCFF Transfers LCFF Transfers 8991 0.00	.00 0.0
LIABILITIES	.00 0.0
1) Accounts Payable 9500 87,056.40 2) Due to Grantor Governments 9590 0.00 3) Due to Other Funds 9610 0.00 4) Current Loans 9640 5) Unearned Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40  J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF SOURCES LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
2) Due to Grantor Governments  3) Due to Other Funds  4) Current Loans  5) Unearned Revenue  6) TOTAL, LIABILITIES  7) DEFERRED INFLOWS OF RESOURCES  1) Deferred Inflows of Resources  2) TOTAL, DEFERRED INFLOWS  (must agree with line F2) (G10 + H2) - (I6 + J2)  1) CFF Transfers  LCFF Transfers - Current Year  0.00  0	.00 0.0
3) Due to Other Funds 9610 0.00 4) Current Loans 9640 5) Unearned Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40  J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
4) Current Loans 9640 5) Unearned Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40  J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
5) Uneamed Revenue 9650 0.00 6) TOTAL, LIABILITIES 87,056.40  J. DEFERRED INFLOWS OF RESOURCES 1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF SOURCES LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
6) TOTAL, LIABILITIES 87,056.40  J. DEFERRED INFLOWS OF RESOURCES  1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (16 + J2) 53,335.50  LCFF SOURCES LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
DEFERRED INFLOWS OF RESOURCES   1) Deferred Inflows of Resources   9690   0.0	.00 0.0
1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF SOURCES LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
1) Deferred Inflows of Resources 9690 0.00 2) TOTAL, DEFERRED INFLOWS 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF SOURCES LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
2) TOTAL, DEFERRED INFLOWS 0.00  K. FUND EQUITY (must agree with line F2) (G10 + H2) - (I6 + J2) 53,335.50  LCFF SOURCES LCFF Transfers LCFF Transfers - Current Year 8091 0.00	.00 0.0
K. FUND EQUITY       53,335.50         (must agree with line F2) (G10 + H2) - (I6 + J2)       53,335.50         LCFF SOURCES       LCFF Transfers         LCFF Transfers - Current Year       8091       0.00	.00 0.0
(must agree with line F2) (G10 + H2) - (I6 + J2)       53,335.50         LCFF SOURCES       CUTF Transfers         LCFF Transfers - Current Year       8091       0.00	.00 0.0
LCFF Transfers  LCFF Transfers - Current Year 8091 0.00 0	.00 0.0
LCFF Transfers  LCFF Transfers - Current Year 8091 0.00 0	.00 0.0
LCFF Transfers - Current Year 8091 0.00	.00 0.0
	.00 0.0
LCFF/Revenue Limit Transfers - Prior Years	
	.00 0.0
TOTAL, LCFF SOURCES 0.00	0.0
FEDERAL REVENUE	
Interagency Contracts Between LEAs 8285 0.00	0.0
Pass-Through Revenues from	
	.00 0.0
	0.0
	0.00
	.00 0.0
	.00 0.0
OTHER STATE REVENUE	
Other State Apportionments	
All Other State Apportionments - Current Year 8311 0.00	0.0
All Other State Apportionments - Prior Years 8319 0.00 (	0.00
Pass-Through Revenues from State Sources 8587 0.00	0.0
Adult Education Program         6391         8590         298,173.00         298,173.00	0.00
All Other State Revenue All Other 8590 164,124.00 157,93*	.00 -3.8
TOTAL, OTHER STATE REVENUE 462,297.00 456,104	.00 -1.3
OTHER LOCAL REVENUE	
Other Local Revenue	
Sales	
	0.00
	0.0
	0.00
	-100.0
Fees and Contracts	
Adult Education Fees 8671 0.00	0.0
Interagency Services 8677 0.00	0.0
Other Local Revenue	
All Other Local Revenue 8699 12,870.44 2,616	.00 -79.7
	0.0
TOTAL, OTHER LOCAL REVENUE 11,036.44 2,616	
TOTAL, REVENUES 473,333.44 458,720	.00 -3.1
CERTIFICATED SALARIES	
Certificated Teachers' Salaries         1100         54,431.04         58,800	.00 8.0

Description Resource Co.	des Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Certificated Pupil Support Salaries	1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries	1300	113,777.08	114,534.00	0.7%
Other Certificated Salaries	1900	0.00	0.00	0.09
TOTAL, CERTIFICATED SALARIES		168,208.12	173,334.00	3.09
CLASSIFIED SALARIES				
Classified Instructional Salaries	2100	0.00	1,000.00	Ne
Classified Support Salaries	2200	0.00	3,572.00	Ne
Classified Supervisors' and Administrators' Salaries	2300	0.00	0.00	0.00
Clerical, Technical and Office Salaries	2400	32,759.90	50,158.00	53.19
Other Classified Salaries	2900	0.00	0.00	0.09
TOTAL, CLASSIFIED SALARIES		32,759.90	54,730.00	67.19
EMPLOYEE BENEFITS				
STRS	3101-3102	35,569.90	38,307.00	7.7
PERS	3201-3202	8,527.86	14,892.00	74.69
OASDI/Medicare/Alternative	3301-3302	7,135.42	6,166.00	-13.69
Health and Welfare Benefits	3401-3402	31,863.33	32,980.00	3.59
Unemployment Insurance	3501-3502	100.45	115.00	14.59
Workers' Compensation	3601-3602	7,787.22	8,781.00	12.89
OPEB, Allocated	3701-3702	0.00	0.00	0.0
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employ ee Benefits	3901-3902	0.00	0.00	0.09
TOTAL, EMPLOYEE BENEFITS		90,984.18	101,241.00	11.39
BOOKS AND SUPPLIES				
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.09
Books and Other Reference Materials	4200	0.00	0.00	0.09
Materials and Supplies	4300	17,529.63	42,135.00	140.49
Noncapitalized Equipment	4400	6,879.47	7,354.00	6.99
TOTAL, BOOKS AND SUPPLIES		24,409.10	49,489.00	102.7%
SERVICES AND OTHER OPERATING EXPENDITURES				
Subagreements for Services	5100	0.00	0.00	0.0%
Travel and Conferences	5200	1,526.21	1,648.00	8.09
Dues and Memberships	5300	1,190.00	708.00	-40.5%
Insurance	5400-5450	0.00	0.00	0.09
Operations and Housekeeping Services	5500	10,897.75	6,707.00	-38.59
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	1,903.08	1,178.00	-38.19
Transfers of Direct Costs	5710	0.00	0.00	0.09
Transfers of Direct Costs - Interfund	5750	0.00	0.00	0.09
Professional/Consulting Services and Operating Expenditures	5800	21,851.29	19,173.00	-12.3%
Communications	5900	3,960.02	1,648.00	-58.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES		41,328.35	31,062.00	-24.8%
CAPITAL OUTLAY				
Land	6100	0.00	0.00	0.09
Land Improvements	6170	0.00	0.00	0.09
Buildings and Improvements of Buildings	6200	269,709.83	64,106.00	-76.29
Equipment	6400	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.0
Lease Assets	6600	0.00	0.00	0.0
Subscription Assets	6700	0.00	0.00	0.09
TOTAL, CAPITAL OUTLAY		269,709.83	64,106.00	-76.2
OTHER OUTGO (excluding Transfers of Indirect Costs)				
Tuition				
Tuition, Excess Costs, and/or Deficit Payments				
Payments to Districts or Charter Schools	7141	0.00	0.00	0.00
Payments to County Offices	7142	0.00	0.00	0.0
Pay ments to JPAs	7143	0.00	0.00	0.0
Other Transfers Out				
Transfers of Pass-Through Revenues				
To Districts or Charter Schools	7211	0.00	0.00	0.0
To County Offices	7212	0.00	0.00	0.0

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	14,632.75	23,653.00	61.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			14,632.75	23,653.00	61.6%
TOTAL, EXPENDITURES			642,032.23	497,615.00	-22.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

					E8ABGC5NX8(2023-24		
Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference		
A. REVENUES							
1) LCFF Sources		8010-8099	0.00	0.00	0.0%		
2) Federal Revenue		8100-8299	0.00	0.00	0.0%		
3) Other State Revenue		8300-8599	462,297.00	456,104.00	-1.3%		
4) Other Local Revenue		8600-8799	11,036.44	2,616.00	-76.3%		
5) TOTAL, REVENUES			473,333.44	458,720.00	-3.1%		
B. EXPENDITURES (Objects 1000-7999)							
1) Instruction	1000-1999		112,141.30	144,667.00	29.0%		
2) Instruction - Related Services	2000-2999		232,747.52	252,321.00	8.4%		
3) Pupil Services	3000-3999		0.00	0.00	0.0%		
4) Ancillary Services	4000-4999		0.00	0.00	0.0%		
5) Community Services	5000-5999		0.00	0.00	0.0%		
6) Enterprise	6000-6999		0.00	0.00	0.0%		
7) General Administration	7000-7999		14,632.75	23,653.00	61.6%		
8) Plant Services	8000-8999		282,510.66	76,974.00	-72.8%		
O) Other Outre	0000 0000	Except 7600-					
9) Other Outgo	9000-9999	7699	0.00	0.00	0.0%		
10) TOTAL, EXPENDITURES			642,032.23	497,615.00	-22.5%		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(168,698.79)	(38,895.00)	-76.9%		
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In		8900-8929	0.00	0.00	0.0%		
b) Transfers Out		7600-7629	0.00	0.00	0.0%		
2) Other Sources/Uses							
a) Sources		8930-8979	0.00	0.00	0.0%		
b) Uses		7630-7699	0.00	0.00	0.0%		
3) Contributions		8980-8999	0.00	0.00	0.0%		
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(168,698.79)	(38,895.00)	-76.9%		
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited		9791	290,034.29	53,335.50	-81.6%		
b) Audit Adjustments		9793	0.00	0.00	0.0%		
c) As of July 1 - Audited (F1a + F1b)			290,034.29	53,335.50	-81.6%		
d) Other Restatements		9795	(68,000.00)	0.00	-100.0%		
e) Adjusted Beginning Balance (F1c + F1d)			222,034.29	53,335.50	-76.0%		
2) Ending Balance, June 30 (E + F1e)			53,335.50	14,440.50	-72.9%		
Components of Ending Fund Balance							
a) Nonspendable							
Revolving Cash		9711	0.00	0.00	0.0%		
Stores		9712	0.00	0.00	0.0%		
Prepaid Items		9713	0.00	0.00	0.0%		
All Others		9719	0.00	0.00	0.0%		
b) Restricted		9740	53,335.50	39,699.30	-25.6%		
c) Committed		3140	33,333.30	33,033.30	-23.070		
Stabilization Arrangements		9750	0.00	0.00	0.0%		
		9750 9760					
Other Commitments (by Resource/Object)		9/00	0.00	0.00	0.0%		
d) Assigned		0===					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%		
e) Unassigned/Unappropriated							
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%		
Unassigned/Unappropriated Amount		9790	0.00	(25,258.80)	New		

Sierra County Office of Education Sierra County

#### Unaudited Actuals Adult Education Fund Exhibit: Restricted Balance Detail

46 10462 0000000 Form 11 E8ABGCSNX8(2023-24)

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
6391	Adult Education Program	39,699.30	39,699.30
9010	Other Restricted Local	13,636.20	0.00
Total, Restricted Balance		53,335.50	39,699.30

					,
Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	618,640.69	146,000.00	-76.4%
3) Other State Revenue		8300-8599	0.00	0.00	0.09
4) Other Local Revenue		8600-8799	0.00	0.00	0.09
5) TOTAL, REVENUES			618,640.69	146,000.00	-76.49
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.09
2) Classified Salaries		2000-2999	0.00	0.00	0.09
3) Employ ee Benefits		3000-3999	0.00	0.00	0.0
4) Books and Supplies		4000-4999	0.00	0.00	0.0
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0
6) Capital Outlay		6000-6999	0.00	0.00	0.0
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,			
1) Other Outgo (excluding Transfers of Indirect Costs)		7400-7499	525,844.58	100,000.00	-81.0
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0
9) TOTAL, EXPENDITURES			525,844.58	100,000.00	-81.0
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			92,796.11	46,000.00	-50.4
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0
b) Transfers Out		7600-7629	92,796.11	46,000.00	-50.4
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0
b) Uses		7630-7699	0.00	0.00	0.0
3) Contributions		8980-8999	0.00	0.00	0.04
4) TOTAL, OTHER FINANCING SOURCES/USES			(92,796.11)	(46,000.00)	-50.4
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.04
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.09
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)		0.00	0.00	0.00	0.0
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0
Components of Ending Fund Balance			0.00	0.00	0.0
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0
Stores		9712	0.00	0.00	0.0
Prepaid Items		9712	0.00	0.00	0.0
All Others		9719			0.0
b) Restricted		9719	0.00	0.00	0.0
•		9740	0.00	0.00	0.0
c) Committed		0750	0.00	0.00	2.0
Stabilization Arrangements		9750	0.00	0.00	0.0
Other Commitments		9760	0.00	0.00	0.0
d) Assigned		0===			
Other Assignments		9780	0.00	0.00	0.0
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0
G. ASSETS					
1) Cash			_		
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES		5555	0.00		
J. DEFERRED INFLOWS OF RESOURCES			0.00		
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS		0000	0.00		
			0.00		
K. FUND EQUITY			0.00		
(must agree with line F2) (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE		2000	00 700 44	40.000.00	50.40/
Forest Reserve Funds		8260	92,796.11	46,000.00	-50.4%
Pass-Through Revenues from					
Federal Sources		8287	525,844.58	100,000.00	-81.0%
TOTAL, FEDERAL REVENUE			618,640.69	146,000.00	-76.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			618,640.69	146,000.00	-76.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	525,844.58	100,000.00	-81.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			525,844.58	100,000.00	-81.0%
TOTAL, EXPENDITURES			525,844.58	100,000.00	-81.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	92,796.11	46,000.00	-50.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			92,796.11	46,000.00	-50.4%

			T	E8ABGCSNX8(ZUZ3-Z		
Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference	
A. REVENUES						
1) LCFF Sources		8010-8099	0.00	0.00	0.0%	
2) Federal Revenue		8100-8299	618,640.69	146,000.00	-76.4%	
3) Other State Revenue		8300-8599	0.00	0.00	0.0%	
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%	
5) TOTAL, REVENUES			618,640.69	146,000.00	-76.4%	
B. EXPENDITURES (Objects 1000-7999)						
1) Instruction	1000-1999		0.00	0.00	0.0%	
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%	
3) Pupil Services	3000-3999		0.00	0.00	0.0%	
4) Ancillary Services	4000-4999		0.00	0.00	0.0%	
5) Community Services	5000-5999		0.00	0.00	0.0%	
6) Enterprise	6000-6999		0.00	0.00	0.0%	
7) General Administration	7000-7999		0.00	0.00	0.0%	
8) Plant Services	8000-8999		0.00	0.00	0.0%	
9) Other Outgo	9000-9999	Except 7600-				
9) Other Outgo	9000-9999	7699	525,844.58	100,000.00	-81.0%	
10) TOTAL, EXPENDITURES			525,844.58	100,000.00	-81.0%	
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			92,796.11	46,000.00	-50.4%	
D. OTHER FINANCING SOURCES/USES						
1) Interfund Transfers						
a) Transfers In		8900-8929	0.00	0.00	0.0%	
b) Transfers Out		7600-7629	92,796.11	46,000.00	-50.4%	
2) Other Sources/Uses						
a) Sources		8930-8979	0.00	0.00	0.0%	
b) Uses		7630-7699	0.00	0.00	0.0%	
3) Contributions		8980-8999	0.00	0.00	0.0%	
4) TOTAL, OTHER FINANCING SOURCES/USES			(92,796.11)	(46,000.00)	-50.4%	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%	
F. FUND BALANCE, RESERVES						
1) Beginning Fund Balance						
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%	
b) Audit Adjustments		9793	0.00	0.00	0.0%	
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%	
d) Other Restatements		9795	0.00	0.00	0.0%	
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%	
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%	
Components of Ending Fund Balance						
a) Nonspendable						
Revolving Cash		9711	0.00	0.00	0.0%	
Stores		9712	0.00	0.00	0.0%	
Prepaid Items		9713	0.00	0.00	0.0%	
All Others		9719	0.00	0.00	0.0%	
b) Restricted		9740	0.00	0.00	0.0%	
c) Committed						
Stabilization Arrangements		9750	0.00	0.00	0.0%	
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%	
d) Assigned		2.00	3.00	5.00	0.07	
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%	
		3700	0.00	0.00	0.05	
e) Unassigned/Unappropriated		9789	0.00	0.00		
Reserve for Economic Uncertainties					0.09	

Sierra County Office of Education Sierra County

#### Unaudited Actuals Forest Reserve Fund Exhibit: Restricted Balance Detail

46 10462 0000000 Form 16 E8ABGCSNX8(2023-24)

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ResourceDescription2023-24 Unaudited Actuals2024-25 BudgetTotal, Restricted Balance0.000.00

	2023	3-24 Unaudited Actu	ıals		2024-25 Budget	
Description	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year	.74	.74	.74	.74	.74	.74
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	13.37	13.33	13.37	13.34	13.34	13.34
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	14.11	14.07	14.11	14.08	14.08	14.08
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	14.11	14.07	14.11	14.08	14.08	14.08
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	19,800.00	0.00	19,800.00	0.00	0.00	19,800.00
Work in Progress		0.00	0.00	0.00	0.00	0.00
Total capital assets not being depreciated	19,800.00	0.00	19,800.00	0.00	0.00	19,800.00
Capital assets being depreciated:						
Land Improvements	25,516.00	0.00	25,516.00	0.00	0.00	25,516.00
Buildings	1,024,821.38	(341,959.46)	682,861.92	326,840.00	0.00	1,009,701.92
Equipment	320,036.99	(9,804.91)	310,232.08	55,515.00	0.00	365,747.08
Total capital assets being depreciated	1,370,374.37	(351,764.37)	1,018,610.00	382,355.00	0.00	1,400,965.00
Accumulated Depreciation for:						
Land Improvements		0.00	0.00	0.00	0.00	0.00
Buildings	(192,892.00)	(127,206.00)	(320,098.00)	(17,147.00)	0.00	(337,245.00)
Equipment	(385,576.00)	99,809.00	(285,767.00)	(7,622.00)	0.00	(293,389.00)
Total accumulated depreciation	(578,468.00)	(27,397.00)	(605,865.00)	(24,769.00)	0.00	(630,634.00)
Total capital assets being depreciated, net excluding lease and subscription assets	791,906.37	(379,161.37)	412,745.00	357,586.00	0.00	770,331.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Gov ernmental activity capital assets, net	811,706.37	(379,161.37)	432,545.00	357,586.00	0.00	790,131.00
Business-Type Activities:	011,700.07	(0.0, 10.101)	102,010.00	007,000.00	0.00	700,101.00
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets	0.00	0.00		0.00	0.00	
·			0.00			0.00
Accumulated amortization for subscription assets	2	0	0.00	0	2.7-	0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

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## Unaudited Actuals FINANCIAL REPORTS 2023-24 Unaudited Actuals Summary of Unaudited Actual Data Submission

46 10462 0000000 Form CA E8ABGCSNX8(2023-24)

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Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination	MOE Met
	If MOE Not Met, the 2025-26 apportionment may be reduced by the lesser of the following two percentages:	
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	\$45,794.46
	Adjusted Appropriations Limit	\$55,848.20
	Appropriations Subject to Limit	\$55,848.20
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to	
	Limit pursuant to Gov ernment Code Section 7907 and EC 1629.	
ICR	Preliminary Proposed Indirect Cost Rate	8.87%
	Fixed-with-carry-forward indirect cost rate for use in 2025-26 subject to CDE approval.	

## Unaudited Actuals FINANCIAL REPORTS 2023-24 Unaudited Actuals County Office of Education Certification

46 10462 0000000 Form CA E8ABGCSNX8(2023-24)

UNAUDITED	D ACTUAL FINANCIAL REPORT:	
To the Super	rintendent of Public Instruction:	
	AUDITED ACTUAL FINANCIAL REPORT. This report is Education Code sections 41010 and 1628.	hereby prepared and filed by the County Superintendent of Schools
Signed:		Date:
	County Superintendent/Designee	<del></del>
	(Original signature required)	
	al information on the unaudited actual reports, please co	ontact:
For County	Office of Education:	ontact:
	Office of Education:	ontact:
For County Randy Jones	Office of Education:	ontact:
For County Randy Jones	Office of Education:	ontact:
For County  Randy Jones  Name  Director of E	Office of Education: es Business Services / CBO	ontact:
For County Randy Jone: Name Director of E	Office of Education: es Business Services / CBO	ontact:
For County Randy Jones Name Director of E Title 530-993-1666	Office of Education:  Business Services / CBO	ontact:

## Unaudited Actuals 2023-24 Unaudited Actuals Schedule of Long-Term Liabilities

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	103,374.00	1,788,735.00	1,892,109.00			1,892,109.00	
Total/Net OPEB Liability	62,794.00	9,727.00	72,521.00			72,521.00	
Compensated Absences Payable	17,094.19	(1,561.19)	15,533.00		5,844.64	9,688.36	
Subscription Liability			0.00			0.00	
Governmental activities long-term liabilities	183,262.19	1,796,900.81	1,980,163.00	0.00	5,844.64	1,974,318.36	0.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-ty pe activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

## Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

	Funds 01, 09, and 62						
Section I - Expenditures	Goals	Functions	Objects	2023-24 Expenditures			
A. Total state, federal, and local expenditures (all resources)	All	All	1000- 7999	2,755,069.04			
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000- 7999	297,631.26			
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)							
1. Community Services	All	5000-5999	1000- 7999	0.00			
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000- 6999 except 6600, 6910	112,645.31			
3. Debt Service	All	9100	5400- 5450, 5800, 7430- 7439	0.00			
4. Other Transfers Out	All	9200	7200- 7299	0.00			
5. Interfund Transfers Out	All	9300	7600- 7629	25,577.83			
		9100	7699				
6. All Other Financing Uses	All	9200	7651	0.00			
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000- 7999	184,117.92			
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00			

## Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

	_	xpenditures				
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.					
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				322,341.06		
D. Plus additional MOE expenditures:			1000- 7143, 7300- 7439	,		
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negativ e, then zero)	All	All	minus 8000- 8699	0.00		
2. Expenditures to cover deficits for student body activities	Manually entered. Must no	ot include expenditures in lines A or D1.		0.00		
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				2,135,096.72		
Section II - Expenditures Per ADA				2023-24 Annual ADA/Exps. Per ADA		
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines B1d and C9)				0.00		
B. Expenditures per ADA (Line I.E div ided by Line II.A)				0.00		

## Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

	Expenditures	
Section III -		
MOE		
Calculation		
(For data	Tatal	D 4 D 4
collection only. Final	Total	Per ADA
determination		
will be done		
by CDE)		
A. Base		
expenditures		
(Preloaded		
expenditures		
from prior year		
official CDE		
MOE		
calculation).		
(Note: If the		
prior y ear MOE		
was not met,		
CDE has		
adjusted the		
prior year base to 90 percent		
of the		
preceding prior		
year amount		
rather than the		
actual prior		
year		
expenditure		
amount.)	2,051,273.31	0.00
1.		
Adjustment		
to base		
expenditure		
and		
expenditure		
per ADA		
amounts for		
LEAs failing		
prior y ear		
MOE		
calculation		
(From	0.00	0.00
Section IV)	0.00	0.00
2. Total		
adjusted		
base		
expenditure		
amounts		
(Line A plus	0.054.070.04	0.00
Line A.1)	2,051,273.31	0.00
B. Required		
effort (Line A.2		
times 90%)	1,846,145.98	0.00
C. Current		
year		
expenditures		
(Line I.E and		
Line II.B)	2,135,096.72	0.00
D. MOE		
deficiency		
amount, if any		
(Line B minus		
Line C) (If		
negative, then		
zero)	0.00	0.00
1		

## Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

46 10462 0000000 Form ESMOE E8ABGCSNX8(2023-24)

E. MOE		
determination		
(If one or both		
of the amounts		
in line D are		
zero, the MOE		
requirement is		
met; if both		
amounts are		
positive, the	MOE Met	
MOE		
requirement is		
not met. If		
either column		
in Line A.2 or		
Line C equals		
zero, the MOE		
calculation is		
incomplete.)		
F. MOE		
deficiency		
percentage, if		
MOE not met;		
otherwise, zero		
(Line D divided		
by Line B)		
(Funding under		
ESSA covered		
programs in FY		
2025-26 may		
be reduced by		
the lower of the		
two		
percentages)	0.00%	0.00%
SECTION IV -		
Detail of		
Adjustments		
to Base		
Expenditures		
(used in		
Section III,		
Line A.1)		
	<u></u>	
Description of	Total Expenditures	Expenditures
Adjustments	Total Expenditures	Per ADA
Total		
adjustments to		
base		
expenditures	0.00	0.00
experiatures	0.00	0.00

## Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

	2023-24 Calculations			2024-25 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA		2022-23 Actual			2023-24 Actual	
(Actual Appropriations Limit and Gann ADA are from COE's prior year Gann data reported to the CDE. LCFF data are from the prior year Annual County LCFF Calculation funding exhibit.)						
PRIOR YEAR APPROPRIATIONS LIMIT						
1. Program Portion of Prior Year Appropriations Limit						
(A3 times [A6 divided by (A6 plus A7)], not to exceed A6)						
Excess is added to Other Services portion.	0.00		0.00			0.00
2. Other Services Portion of Prior Year Appropriations Limit (A3 minus A1)	280,651.10		280,651.10			254,245.36
3. TOTAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D16, PY column)	280,651.10		280,651.10			254,245.36
PRIOR YEAR GANN ADA						
4. Program ADA (Preload/Line B3, PY column)	.01		.01			0.00
5. Other ADA (Preload/Line B4, PY column)	410.57		410.57			356.14
PRIOR YEAR LCFF						
6. LCFF Alternative Education Grant (Preload/Line A28,						
Alternative Education Grant, prior year Annual County LCFF Calculation)	0.00		0.00			0.00
7. LCFF Operations Grant, (Preload/Line A1, Operations Grant, prior year Annual County LCFF Calculation)	1,163,667.00	1	1,163,667.00			1,163,667.00
ADJUSTMENTS TO PRIOR YEAR LIMIT AND ADA	Ad	justments to 2022	2-23	Ad	justments to 202	3-24
ADJUSTMENTS TO PRIOR YEAR LIMIT						
8. Reorganizations and Other Transfers						
9. Temporary Voter Approved Increases						
10. Less: Lapses of Voter Approved Increases						
11. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT						
(Lines A8 plus A9 minus A10)			0.00			0.00
12. Adjustments to Program Portion						
([Lines A1 divided by A3] times Line A11)	0.00		0.00	0.00		0.00
13. Adjustments to Other Services Portion						
(Lines A11 minus A12)			0.00			0.00
ADJUSTMENTS TO PRIOR YEAR ADA						
(Only for reorganizations and other transfers, and only if adjustments to the appropriations limit amounts are entered in Line A8 or A12 above)						
14. Adjustments to Program ADA						
15. Adjustments to Other ADA						

## Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

		2023-24 Calculations					
		Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
В.	CURRENT YEAR GANN ADA						
	CURRENT YEAR PROGRAM ADA	202	23-24 Annual Rep	ort	202	4-25 Annual Estir	nate
	Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the COE						
	1. Total County Program ADA (Form A, Line B1d)	0.00		0.00	0.00		0.00
	2. Total Charter Schools ADA (Form A, Line C2d plus C6d)	0.00		0.00	0.00		0.00
	3. Total Current Year ADA (Lines B1 through B2)	0.00	0.00	0.00	0.00	0.00	0.00
		2	2023-24 P2 Repor	t	2	024-25 P2 Estimat	te
	CURRENT YEAR DISTRICT ADA						
	4. Total District Gann ADA (Sum of all District Form GANN, Line B3)			356.14			358.58
C.	CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE		2023-24 Actual			2024-25 Budget	
	AID RECEIVED						
	TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
	Homeowners' Exemption (Object 8021)	0.00		0.00	0.00		0.00
	2. Timber Yield Tax (Object 8022)	1,075.14		1,075.14	0.00		0.00
	3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
	4. Secured Roll Taxes (Object 8041)	8,915.01		8,915.01	80,111.00		80,111.00
	5. Unsecured Roll Taxes (Object 8042)	79,245.52		79,245.52	2,350.00		2,350.00
	6. Prior Years' Taxes (Object 8043)	75.20		75.20	107.00		107.00
	7. Supplemental Taxes (Object 8044)	1,347.12		1,347.12	1,602.00		1,602.00
	8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
	9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
	10. Receipts from County Bd. of Supervisors (Object 8070)	0.00		0.00	0.00		0.00
	11. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
	12. Comm. Redevelopment Funds (Objects 8047 & 8625)	0.00		0.00	0.00		0.00
	13. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
	14. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
	15. Penalties and Int. from Delinquent Non-LCFF						
	Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
	16. Transfers to Charter Schools						
	in Lieu of Property Taxes (Object 8096)						
	17. TOTAL TAXES AND SUBVENTIONS						

## Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

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			2023-24 Calculations				
		Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
	(Lines C1 through C16)	90,657.99	0.00	90,657.99	84,170.00	0.00	84,170.00
OTHE	ER LOCAL REVENUES (Funds 01, 09, and 62)						
18.	To General Fund from Bond Interest and Redemption						
	Fund (Excess debt service taxes) (Object 8914)						
19.	TOTAL LOCAL PROCEEDS OF TAXES						
	(Lines C17 plus C18)	90,657.99	0.00	90,657.99	84,170.00	0.00	84,170.00
EXCL	UDED APPROPRIATIONS						
20a.	Medicare (Enter federally mandated amounts only from objs. 3301 and 3302; do not include negotiated amounts)			40,637.65			48,478.00
20b.	Qualified Capital Outlay Projects						
OTHE	ER EXCLUSIONS						
21.	Americans with Disabilities Act						
22.	Unreimbursed Court Mandated Desegregation Costs						
23.	Other Unfunded Court-ordered or Federal Mandates						
24.	TOTAL EXCLUSIONS (Lines C20 through C23)			40,637.65			48,478.00
STAT	E AID RECEIVED (Funds 01, 09, and 62)						
25.	LCFF - CY (objects 8011 and 8012)	1,572,099.01		1,572,099.01	1,593,241.00		1,593,241.00
26.	LCFF/Rev enue Limit State Aid - Prior Years (Object 8019)	427,592.00		427,592.00	0.00		0.00
27.	TOTAL STATE AID RECEIVED						
	(Line C25 plus C26)	1,999,691.01	0.00	1,999,691.01	1,593,241.00	0.00	1,593,241.00
DATA	A FOR INTEREST CALCULATION						
28.	Total Revenues (Funds 01, 09 & 62, objects 8000-8799)	3,611,869.10		3,611,869.10	3,374,261.00		3,374,261.00
29.	Total Interest and Return on Investments (Funds 01, 09, and 62, objects 8660 and 8662)	218,161.26		218,161.26	218,161.26		218,161.26
D. APPF	ROPRIATIONS LIMIT CALCULATIONS		2023-24 Actual			2024-25 Budget	
PREL	IMINARY APPROPRIATIONS LIMIT						
1.	Revised Prior Year Program Limit (Lines A1 plus A12)			0.00			0.00
2.	Inflation Adjustment			1.0444			1.0362
3.	Program Population Adjustment (Lines B3 divided						
	by [A4 plus A14]) (Round to four decimal places)			0.0000			0.0000
4.	PRELIMINARY PROGRAM LIMIT						
	(Lines D1 times D2 times D3)			0.00			0.00
5.	Revised Prior Year Other Services Limit						

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	2023-24 Calculations					
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Lines A2 plus A13)		•	280,651.10		•	254,245.36
6. Inflation Adjustment			1.0444			1.0362
7. Other Services Population Adj. (Lines B4 divided						
by [A5 plus A15]) (Round to four decimal places)			0.8674			1.0069
8. PRELIMINARY OTHER SERVICES LIMIT						
(Lines D5 times D6 times D7)			254,245.36			265,266.84
9. PRELIMINARY TOTAL APPROPRIATIONS LIMIT						
(Lines D4 plus D8)			254,245.36			265,266.84
APPROPRIATIONS SUBJECT TO THE LIMIT						
10. Local Revenues Excluding Interest (Line C19)			90,657.99			84,170.00
11. Preliminary State Aid Calculation						
a. Maximum State Aid in Local Limit						
(Lesser of Line C27 or [Lines D9 minus D10 plus C24]; if negative, then zero)			204,225.02			229,574.84
12. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Lines C29 divided by [C28 minus C29] times [D10 plus D11a])			18,956.27			21,687.20
b. Total Local Proceeds of Taxes (Lines D10 plus D12a)			109,614.26			105,857.20
13. State Aid in Proceeds of Taxes (lesser of Line D11a or						
[Lines D9 minus D12b plus C24]; if negative, then zero)			185,268.75			207,887.64
14. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D12b)			109,614.26			
b. State Subventions (Line D13)			185,268.75			
c. Less: Excluded Appropriations (Line C24)			40,637.65			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT						
(Lines D14a plus D14b minus D14c)			254,245.36			
15 Adjustments to the Limit Per						
Government Code Section 7902.1						
(Line D14d minus D9)			0.00			
SUMMARY		2023-24 Actual			2024-25 Budget	
16 Adjusted Appropriations Limit						
(Lines D9 plus D15)			254,245.36			265,266.84
17 Appropriations Subject to the Limit						

## Unaudited Actuals Fiscal Year 2023-24 County Office Appropriations Limit Calculations

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	2023-24 Calculations					
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
(Line D14d)			254,245.36			
* Please provide below an explanation for each entry in the adjustments column.						
Randy Jones	rjones@spjuso	l.org		530-993-1660		
Gann Contact Person	Contact Email	Address	'	Contact Phon	e Number	

### Unaudited Actuals 2023-24 Unaudited Actuals Indirect Cost Rate Worksheet

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## Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

## A. Salaries and Benefits - Other General Administration and Centralized Data Processing

Salaries and benefits paid through pay roll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
 (Functions 7200-7700, goals 0000 and 9000)

178,710.40

- 2. Contracted general administrative positions not paid through pay roll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

В.	Salaries	and	Benefits	- All Other	Activities

Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
 (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)

1,776,210.44

### C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)

10.06%

#### Part II - Adjustments for Employment Separation Costs

When an employ ee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

## A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

## B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

0.00

## Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

## A. Indirect Costs

 Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)

123,458.42

 Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)

105,267.23

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3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	7,990.71
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	236,716.36
9. Carry-Forward Adjustment (Part IV, Line F)	6,592.08
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	243,308.45
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	1,015,176.06
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	326,072.75
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	297,874.86
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	31,907.32
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	97,091.46
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	5,937.36
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	532,919.18
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	7,323.46
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	71,439.84
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	357,689.65
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	2,743,431.94
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	8.63%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2025-26 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	8.87%
Part IV - Carry-forward Adjustment	
The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect	

cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the	
approved rate was based.	
Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for	
use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs,	
or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than	
the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.	
A. Indirect costs incurred in the current year (Part III, Line A8)	236,716.36
B. Carry-forward adjustment from prior year(s)	
Carry-forward adjustment from the second prior year	63,697.28
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect	
cost rate (10.71%) times Part III, Line B19); zero if negative	6,592.08
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of	
(approved indirect cost rate (10.71%) times Part III, Line B19) or (the highest rate used to	
recover costs from any program (10.71%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	6,592.08
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which	
the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that	
the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more	
than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward	
adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward	
adjustment is applied to the current year calculation and the remainder	
is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward	
adjustment is applied to the current year calculation and the remainder	
is deferred to one or more future years:	not
is deferred to one of more rattale years.	applicable
LEA request for Option 1, Option 2, or Option 3	
	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if	
Option 2 or Option 3 is selected)	6,592.08

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## Unaudited Actuals 2023-24 Unaudited Actuals Exhibit A: Indirect Cost Rates Charged to Programs

Approv ed indirect

31,592.66

48,674.51

5,387.20

241,868.75

104,427.90

3,383.57

5,146.14

576.96

12,093.43 5.00%

2,539.32 2.43%

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10.71%

10.57%

10.71%

	cost rate	10.71%
	Highes	
	rate use	
	in any program	
	program	. 10.7170
Expe Fund Resource (C 10	Eligible Indirect Costs Objects Charged (Objects Objects Tailor and Tailor an	Rate Used
	k 5100) 7350)	
<u> </u>		10.71%
<u> </u>	93.90 2,055.66	
01 3315 19,11 01 3327 4,200	93.90 2,055.66	10.71%
8       01     3315     19,19       01     3327     4,209       01     5810     15,19	93.90 2,055.66 9.20 450.80	10.71% 10.71%
8       01     3315     19,19       01     3327     4,209       01     5810     15,19       01     6266     1,486	93.90 2,055.66 19.20 450.80 1,627.04	10.71% 10.71% 10.71% 3.54%
8       01     3315     19,19       01     3327     4,209       01     5810     15,19       01     6266     1,486	93.90 2,055.66 19.20 450.80 19.80 1,627.04 14.76 52.49 108.19 33,862.6	10.71% 10.71% 10.71% 3.54%
8       01     3315     19,19       01     3327     4,209       01     5810     15,19       01     6266     1,48       01     6500     327,       01     6520     9,11	93.90 2,055.66 19.20 450.80 19.80 1,627.04 14.76 52.49 108.19 33,862.6	10.71% 10.71% 10.71% 3.54% 1 10.35%

6685

7366

7368

6391

9010

**Ending Balances - All Funds** 

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Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
Adjusted Beginning Fund Balance	9791-9795	3,060.78		6,081.47	9,142.25
2. State Lottery Revenue	8560	2,892.50		1,871.74	4,764.24
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		5,953.28	0.00	7,953.21	13,906.49
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	0.00		0.00	0.00
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employee Benefits	3000-3999	0.00		0.00	0.00
4. Books and Supplies	4000-4999	0.00		0.00	0.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	5,953.28			5,953.28
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			0.00	0.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		5,953.28	0.00	0.00	5,953.28
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	0.00	0.00	7,953.21	7,953.21

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

D. COMMENTS:

<sup>\*</sup>Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

#### Unaudited Actuals 2023-24 County School Service and Charter Schools Funds Program Cost Report

			Direct Costs				
Goal	Program/Activity	Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3	Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K–12	271,465.80	0.00	271,465.80	45,957.06		317,422.86
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3500	County Community Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3600	Juvenile Courts	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	6,687.59	0.00	6,687.59	1,132.16		7,819.75
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	0.00	0.00	0.00	0.00		0.00
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
4900	Other Supplemental Education	31,592.66	1,880.00	33,472.66	5,666.66		39,139.32
5000-5999	Special Education	992,520.48	15,466.47	1,007,986.95	170,644.38		1,178,631.33
6000	Regional Occupational Ctr/Prg (ROC/P)	142,806.94	2,445.62	145,252.56	24,590.13		169,842.69
Other Goals							
7110	Nonagency - Educational	184,117.92	0.00	184,117.92	31,169.74		215,287.66
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	14,495.53	0.00	14,495.53	2,453.98		16,949.51
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
8600	County Services to Districts	571,605.50	11,094.22	582,699.72	98,646.55		681,346.27
Other Costs							
	Food Services					0.00	0.00
	Enterprise					0.00	0.00
	Facilities Acquisition & Construction					57,130.48	57,130.48
	Other Outgo					25,577.83	25,577.83
Other Funds	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	60,554.09		60,554.09
	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(14,632.75)		(14,632.75)
	Total County School Service and Charter Schools Funds Expenditures	2,215,292.42	30,886.31	2,246,178.73	426,182.00	82,708.31	2,755,069.04

#### Unaudited Actuals 2023-24 County School Service and Charter Schools Funds Program Cost Report Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000- 1999)	Instructional Supervision and Administration (Functions 2100- 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420- 2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110- 3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000- 4999)	Community Services (Functions 5000- 5999)	General Administration (Functions 7000- 7999, except 7210)*	Plant Maintenance and Operations (Functions 8100- 8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1111,	====,	-1117	(* ======,		(	,	,	.=,		(	
Goals	1												
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K-12	74,271.48	0.00	0.00	0.00	139,950.82	0.00	57,243.50			0.00	0.00	271,465.80
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3500	County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3600	Juvenile Courts	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	6,687.59	0.00	0.00	0.00			0.00	0.00	6,687.59
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4900	Other Supplemental Education	1,414.01	0.00	0.00	0.00	0.00	0.00	30,178.65			0.00	0.00	31,592.66
5000-5999	Special Education	729,460.46	105,394.23	1,428.17	13,420.44	85,187.21	2,050.26	0.00			55,579.71	0.00	992,520.48
6000	ROC/P	142,806.94	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	142,806.94
Other Goals	•												
7110	Nonagency - Educational	67,223.17	0.00	0.00	0.00	0.00	62,045.48	0.00	0.00	47,030.52	7,818.75	0.00	184,117.92
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	13,901.09	0.00		0.00	594.44	0.00	0.00	14,495.53
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8600	County Services to Districts		0.00	0.00	188,048.10	0.00	0.00	0.00		383,557.40	0.00	0.00	571,605.50
Total Direct C	harged Costs	1,015,176.06	105,394.23	1,428.17	208, 156. 13	239,039.12	64,095.74	87,422.15	0.00	431,182.36	63,398.46	0.00	2,215,292.42

<sup>\*</sup> Functions 7100-7199 for goals 8100 and 8500

#### Unaudited Actuals 2023-24 County School Service and Charter Schools Funds Program Cost Report Schedule of Allocated Support Costs (AC)

		Allocated Support Costs (Based on factors input on Fo		nput on Form PCRAF)	
Goal	Type of Program	Full-Time Equivalents	Classroom Units	Pupils Transported	Total
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K–12	0.00	0.00	0.00	0.00
3100	Alternative Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3500	County Community Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3600	Juv enile Courts	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
4900	Other Supplemental Education	1,880.00	0.00	0.00	1,880.00
5000-5999	Special Education (allocated to 5001)	1,880.00	13,586.47	0.00	15,466.47
6000	ROC/P	0.00	2,445.62	0.00	2,445.62
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
8600	County Services to Districts	11,094.22	0.00	0.00	11,094.22
Other Funds					
	Adult Education (Fund 11)	0.00	0.00	0.00	0.00
	Child Development (Fund 12)	0.00	0.00	0.00	0.00
	Cafeteria (Funds 13 and 61)	0.00	0.00	0.00	0.00
Total Allocated Support Costs		14,854.22	16,032.09	0.00	30,886.31

#### Unaudited Actuals 2023-24 County School Service and Charter Schools Funds Program Cost Report Schedule of Central Administration Costs (CAC)

46 10462 0000000 Form PCR E8ABGCSNX8(2023-24)

8		
Α.	Central Administration Costs in County School Service and Charter Schools Funds	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	96,497.02
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000 - 7999)	5,937.36
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	231,628.38
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	106,751.99
5	Total Central Administration Costs in County School Service and Charter Schools Funds	440,814.75
В.	Direct Charged and Allocated Costs in County School Service and Charter Schools Funds	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	2,215,292.42
2	Total Allocated Costs (from Form PCR, Column 2, Total)	30,886.31
3	Total Direct Charged and Allocated Costs in County School Service and Charter Schools Funds	2,246,178.73
C.	Direct Charged Costs in Other Funds	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	357,689.65
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	0.00
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	357,689.65
D.	Total Direct Charged and Allocated Costs (B3 + C5)	2,603,868.38
E.	Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)	16.93%

#### Unaudited Actuals 2023-24 County School Service and Charter Schools Funds Program Cost Report Schedule of Other Costs (OC)

46 10462 0000000 Form PCR E8ABGCSNX8(2023-24)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000- 9999)	Total
Food Services (Objects 1000-5999, 6400-6920)	0.00				0.00
Enterprise (Objects 1000-5999, 6400-6920)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6700)			57,130.48		57,130.48
Other Outgo (Objects 1000 - 7999)				25,577.83	25,577.83
Total Other Costs	0.00	0.00	57,130.48	25,577.83	82,708.31

# Unaudited Actuals 2023-24 Form and Charter Schools Funds Program Cost Report Schedule of Allocation Factors (AF) for Support Costs

46 10462 0000000 Form PCRAF E8ABGCSNX8(2023-24)

			Teacher Full-Ti	me Equivalents		Classro	om Units	Pupils Transported
		Instructional Supervision and Administration (Functions 2100 - 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420- 2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100- 8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
	ributed Expenditures, Funds 01, 09, and 62, Goals allocated based on factors input)	0.00	0.00	11,094.22	3,760.00	16,032.09	0.00	0.00
B. Enter Allocation Fa	actor(s) by Goal:	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
	ation factors are only needed for a column if there are I expenditures in line A.)							
Instructional Goals	Description							
0001	Pre-Kindergarten							
1110	Regular Education, K-12							
3100	Alternative Schools							
3300	Independent Study Centers							
3400	Opportunity Schools							
3500	County Community Schools							
3550	Community Day Schools							
3600	Juv enile Courts							
3700	Specialized Secondary Programs							
3800	Career Technical Education							
4110	Regular Education, Adult							
4610	Adult Independent Study Centers							
4620	Adult Correctional Education							
4630	Adult Career Technical Education							
4760	Bilingual							
4850	Migrant Education							
4900	Other Supplemental Education				.25			
5000-5999	Special Education (allocated to 5001)	.15			.25	2,047.29		
6000	ROC/P					368.52		
Other Goals	Description							
7110	Nonagency - Educational							
7150	Nonagency - Other							
8100	Community Services							
8500	Child Care and Development Services							
8600	County Services to Districts			.25				
Other Funds	Description							
	Adult Education (Fund 11)							
	Child Development (Fund 12)							

#### Unaudited Actuals 2023-24 Form and Charter Schools

Form and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

46 10462 0000000 Form PCRAF E8ABGCSNX8(2023-24)

		Teacher Full-Time Equivalents			Classroo	Pupils Transported	
	Instructional Supervision and Administration (Functions 2100 - 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420- 2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100- 8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors	.15	0.00	.25	.50	2,415.81	0.00	0.00

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year 2023-24 Expenditures by LEA (LE-CY)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT		<u> </u>	ļ					57.00
TOTAL EXPENDITURES	(Funds 01, 09, & 62; resources 0000-9999)								
1000-1999	Certificated Salaries	37,375.68	0.00	70,066.20	0.00	14,137.75	226,414.55		347,994.18
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	178,534.75		178,534.75
3000-3999	Employ ee Benefits	17,065.96	0.00	32,978.29	0.00	6,113.15	216,611.14	(27,447.00)	245,321.54
4000-4999	Books and Supplies	4,863.11	0.00	0.00	0.00	0.00	5,306.46		10,169.57
5000-5999	Services and Other Operating Expenditures	97,876.21	0.00	597.12	0.00	527.68	84,052.43		183,053.44
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	13,530.00	0.00	0.00	0.00	0.00	0.00		13,530.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	170,710.96	0.00	103,641.61	0.00	20,778.58	710,919.33	(27,447.00)	978,603.48
7310	Transfers of Indirect Costs	37,516.29	0.00	0.00	0.00	2,055.66	450.80		40,022.75
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	15,466.48		<u>'</u>				(15,466.48)	0.00
	Total Indirect Costs and PCR Allocations	52,982.77	0.00	0.00	0.00	2,055.66	450.80	(15,466.48)	40,022.75
	TOTAL COSTS	223,693.73	0.00	103,641.61	0.00	22,834.24	711,370.13	(42,913.48)	1,018,626.23
FEDERAL EXPENDITUR	ES (Funds 01, 09, and 62; resources 3000-5999, except 3385)								
1000-1999	Certificated Salaries	0.00	0.00	67,666.20	0.00	14,137.75	111,978.60		193,782.55
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	3,042.30		3,042.30
3000-3999	Employ ee Benefits	0.00	0.00	26,081.47	0.00	5,056.15	49,746.37		80,883.99
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	8,000.00	0.00	597.12	0.00	0.00	0.00		8,597.12
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	8,000.00	0.00	94,344.79	0.00	19,193.90	164,767.27	0.00	286,305.96
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	2,055.66	450.80		2,506.46
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	2,055.66	450.80	0.00	2,506.46
	TOTAL BEFORE OBJECT 8980	8,000.00	0.00	94,344.79	0.00	21,249.56	165,218.07	0.00	288,812.42
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								288,812.42

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year 2023-24 Expenditures by LEA (LE-CY)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
STATE AND LOCAL EXF	PENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)								
1000-1999	Certificated Salaries	37,375.68	0.00	2,400.00	0.00	0.00	114,435.95		154,211.63
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	175,492.45		175,492.45
3000-3999	Employ ee Benefits	17,065.96	0.00	6,896.82	0.00	1,057.00	166,864.77	(27,447.00)	164,437.5
4000-4999	Books and Supplies	4,863.11	0.00	0.00	0.00	0.00	5,306.46		10,169.5
5000-5999	Services and Other Operating Expenditures	89,876.21	0.00	0.00	0.00	527.68	84,052.43		174,456.3
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	13,530.00	0.00	0.00	0.00	0.00	0.00		13,530.0
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.0
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.0
	Total Direct Costs	162,710.96	0.00	9,296.82	0.00	1,584.68	546,152.06	(27,447.00)	692,297.5
7310	Transfers of Indirect Costs	37,516.29	0.00	0.00	0.00	0.00	0.00		37,516.2
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.0
PCRA	Program Cost Report Allocations	15,466.48						(15,466.48)	0.0
	Total Indirect Costs and PCR Allocations	52,982.77	0.00	0.00	0.00	0.00	0.00	(15,466.48)	37,516.2
	TOTAL BEFORE OBJECT 8980	215,693.73	0.00	9,296.82	0.00	1,584.68	546,152.06	(42,913.48)	729,813.8
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								0.0
	TOTAL COSTS								729,813.8
CAL EXPENDITURES	6 (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)								
1000-1999	Certificated Salaries	1,600.00	0.00	2,400.00	0.00	0.00	70,823.13		74,823.1
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	129,160.28		129,160.2
3000-3999	Employ ee Benefits	393.17	0.00	589.82	0.00	0.00	137,576.26		138,559.2
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00		0.0
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00		0.0
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.0
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.0
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.0
	Total Direct Costs	1,993.17	0.00	2,989.82	0.00	0.00	337,559.67	0.00	342,542.6
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.0
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.0
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	TOTAL BEFORE OBJECT 8980	1,993.17	0.00	2,989.82	0.00	0.00	337,559.67	0.00	342,542.6
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)		<u>I</u>	1	ı				0.0

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year 2023-24 Expenditures by LEA (LE-CY)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)								0.00
	TOTAL COSTS								342,542.66

<sup>\*</sup> Attach an additional sheet with explanations of any amounts in the Adjustments column.

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year 2022-23 Expenditures by LEA (LE-PY)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

2022-23 Expenditures			A. State and Local	B. Local Only
	1.	Enter Total Costs amounts from the 2022-23 Report SEMA, 2022-23 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	735,692.34	77,007.99
	2.	Enter audit adjustments of 2022-23 special education expenditures from SACS2024ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
İ				
	3.	Enter restatements of 2023-24 special education beginning fund balances from SACS2024ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000 - 2999 & 6000 - 9999; Object 9795)		
	4.	Enter any other adjustments, not included in Line 1 (explain below)	(61,960.51)	
		STRS on Behalf and PCR costs were not deducted from expenses in 2022-23		
	5.	2022-23 Expenditures, Adjusted for 2023-24 MOE Calculation		
		(Sum lines 1 through 4)	673,731.83	77,007.99
C. Unduplicate	d Pı	upil Count		
	1.	Enter the unduplicated pupil count reported in 2022-23 Report SEMA,		
		2022-23 Expenditures by LEA (LE-CY) worksheet		
	2.	Enter any adjustments not included in Line C1 (explain below)		
1	2			
	3.	2022-23 Unduplicated Pupil Count, Adjusted for 2023-24 MOE Calculation	2.22	
		(Line C1 plus Line C2)	0.00	

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-A)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

SELPA:	(??)							
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This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2023-24 Expenditures by LEA (LE-CY) and the 2022-23 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2023-24 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2023-24 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: http://www.cde.ca.qov/sp/se/as/documents/subseqy/trckwksht.xls.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

### SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls

- 1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- 2. A decrease in the enrollment of children with disabilities.
- 3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
- a. Has left the jurisdiction of the agency;
- b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
- c. No longer needs the program of special education.
- 4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- 5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
Total exempt reductions	0.00	0.00

## SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eliqible to use this option to reduce their MOE requirement.

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-A)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

SELPA: (??)

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].				
			State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)				
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resource 3310)				
Increase in funding (if difference is positive)	0.00	:		
Maximum available for MOE reduction (50% of increase in funding)	0.00	(a)		
Current year funding (IDEA Section 619 - Resource 3315)		•		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00	(b)		
If (b) is greater than (a).				
Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)		(c)		
Available for MOE reduction. (line (a) minus line (c), zero if negative)	0.00	(d)		
Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).				
		•		
If (b) is less than (a).				
Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).		(e)		
Av ailable to set aside for EIS (line (b) minus line (e), zero if negative)	0.00	(f)		
Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:				

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-A)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

SELPA: (??)**SECTION 3** Column A Column B Column C Actual Actual Expenditures Expenditures (LE-CY Comparison Difference Worksheet) Year FY 2023-24 FY 2022-23 (A - B) A. COMBINED STATE AND LOCAL EXPENDITURES METHOD Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures. a. Total special education expenditures 1,018,626.23 b. Less: Expenditures paid from federal sources 288,812.42 c. Expenditures paid from state and local sources 729.813.81 735,692,34 Add/Less: Adjustments required for MOE calculation (61,960.51) Comparison year's expenditures, adjusted for MOE calculation 673.731.83 Less: Exempt reduction(s) for SECTION1 0.00 Less: 50% reduction from SECTION 2 0.00 Net expenditures paid from state and local sources 729,813.81 673,731.83 56,081.98 If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE compliance requirement is met based on the combination of state and local expenditures. Comparison Actual Year FY 2023-24 FY 2021-22 Difference Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual v.s. actual method based on the per capita state and local expenditures. a. Total special education expenditures 1,018,626.23 b. Less: Expenditures paid from federal sources 288.812.42 c. Expenditures paid from state and local sources 729,813.81 599,201.12 Add/Less: Adjustments required for MOE calculation 0.00 Comparison year's expenditures, adjusted for MOE calculation 599,201.12 Less: Exempt reduction(s) from SECTION 1 0.00 Less: 50% reduction from SECTION 2 0.00 Net expenditures paid from state and local sources 729,813.81 599,201.12 d. Special education unduplicated pupil count 57.00 58.00 e. Per capita state and local expenditures (A2c/A2d) 12.803.75 10.331.05 2.472.70

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-A)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

SELPA:

(??)

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.

## B. LOCAL EXPENDITURES ONLY METHOD

		Actual	Comparison Year	
		FY 2023-24	FY 2022-23	Difference
1.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
	a. Expenditures paid from local sources	342,542.66	93,672.97	
	Add/Less: Adjustments required for MOE calculation		0.00	
	Comparison year's expenditures, adjusted for MOE calculation		93,672.97	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	342,542.66	93,672.97	248,869.69
	If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only.			
		Actual	Comparison Year	
		FY 2023-24	FY 2021-22	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita local expenditures only.			
	a. Expenditures paid from local sources	342,542.66	114,606.34	
	Add/Less: Adjustments required for MOE calculation		0.00	
	Comparison year's expenditures, adjusted for MOE		114,606.34	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	342,542.66	114,606.34	
	b. Special education unduplicated pupil count	57.00	58.00	
	c. Per capita local expenditures(B2a/ B2b)	6,009.52	1,975.97	4,033.55
	If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the pe	er capita local expenditure:	s only.	
Randy Jones			530-993-1660	
		_		
Contact Name			Telephone Number	

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-A)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

SELPA:	(??)	_	
Title			Email Address

## **Unaudited Actuals** Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year 2023-24 Expenditures by SELPA (SE-CY)

46 10462 0000000 Report SEMA E8ABGCSNX8(2023-24)

SELPA:	(??)		
Object Code	Description	Adjustments*	Total
TOTAL EXPENDITURES - All Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employ ee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
PCRA	Program Cost Report Allocations		0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00
	TOTAL COSTS	0.00	0.00
EXPENDITURES - Paid from State and Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employ ee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
PCRA	Program Cost Report Allocations		0.00
	Total Indirect Costs and PCR Allocations	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources		0.00
	TOTAL COSTS	0.00	0.00

## Unaudited Actuals Special Education Maintenance of Effort 2023-24 Actual vs. Actual Comparison Year 2023-24 Expenditures by SELPA (SE-CY)

SELPA:

		_		
- 1	17	7	١	

Object Code	Description	Adjustments*	Total
EXPENDITURES - Paid from Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employ ee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)	0.00	0.00
8980	Contributions from Unrestricted Revenues to State Resources		0.00
	TOTAL COSTS	0.00	0.00
UNDUPLICATED PUPIL COUNT			0.00

<sup>\*</sup> Attach an additional sheet with explanations of any amounts in the Adjustments column.

## Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2024-25 Budget by LEA (LB-B)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								57.00
тот	TAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)								
1000-1999	Certificated Salaries	26,175.00	0.00	78,944.00	0.00	26,481.00	213,486.00		345,086.00
2000-2999	Classified Salaries	2,933.00	0.00	0.00	0.00	0.00	173,020.00		175,953.00
3000-3999	Employ ee Benefits	11,714.00	0.00	30,160.00	0.00	11,404.00	190,371.00	(27,449.00)	216,200.00
4000-4999	Books and Supplies	9,500.00	0.00	0.00	0.00	0.00	48,489.00		57,989.00
5000-5999	Services and Other Operating Expenditures	100,725.00	0.00	680.00	0.00	40,000.00	85,000.00		226,405.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	25,000.00	0.00	0.00	0.00	0.00	0.00		25,000.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	176,047.00	0.00	109,784.00	0.00	77,885.00	710,366.00	(27,449.00)	1,046,633.00
7310	Transfers of Indirect Costs	69,595.00	0.00	0.00	0.00	4,720.00	21,665.00		95,980.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.0
	Total Indirect Costs	69,595.00	0.00	0.00	0.00	4,720.00	21,665.00	0.00	95,980.0
	TOTAL COSTS	245,642.00	0.00	109,784.00	0.00	82,605.00	732,031.00	(27,449.00)	1,142,613.0
STATE AND LOCAL	. BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)								
1000-1999	Certificated Salaries	26,175.00	0.00	0.00	0.00	0.00	166,535.00		192,710.0
2000-2999	Classified Salaries	2,933.00	0.00	0.00	0.00	0.00	170,030.00		172,963.0
3000-3999	Employ ee Benefits	11,714.00	0.00	0.00	0.00	0.00	172,067.00	(27,449.00)	156,332.0
4000-4999	Books and Supplies	9,500.00	0.00	0.00	0.00	0.00	48,489.00		57,989.0
5000-5999	Services and Other Operating Expenditures	100,725.00	0.00	0.00	0.00	40,000.00	85,000.00		225,725.0
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	25,000.00	0.00	0.00	0.00	0.00	0.00		25,000.0
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.0
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	176,047.00	0.00	0.00	0.00	40,000.00	642,121.00	(27,449.00)	830,719.0
7310	Transfers of Indirect Costs	69,595.00	0.00	0.00	0.00	0.00	0.00		69,595.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.0
	Total Indirect Costs	69,595.00	0.00	0.00	0.00	0.00	0.00	0.00	69,595.00
	TOTAL BEFORE OBJECT 8980	245,642.00	0.00	0.00	0.00	40,000.00	642,121.00	(27,449.00)	900,314.0
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)			1					0.0
	TOTAL COSTS								900,314.0
LOCAL BI	UDGET (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)								

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2024-25 Budget by LEA (LB-B)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	74,335.00		74,335.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	77,293.00		77,293.00
3000-3999	Employ ee Benefits	0.00	0.00	0.00	0.00	0.00	122,310.00		122,310.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	273,938.00	0.00	273,938.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	273,938.00	0.00	273,938.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)								0.00
	TOTAL COSTS								273,938.00

<sup>\*</sup> Attach an additional sheet with explanations of any amounts in the Adjustments column.

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2023-24 Expenditures by LEA (LE-B)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									57.00
TOTAL	EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	37,375.68	0.00	70,066.20	0.00	14,137.75	226,414.55	0.00		347,994.18
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	178,534.75	0.00		178,534.75
3000-3999	Employ ee Benefits	17,065.96	0.00	32,978.29	0.00	6,113.15	216,611.14	0.00	(27,447.00)	245,321.54
4000-4999	Books and Supplies	4,863.11	0.00	0.00	0.00	0.00	5,306.46	0.00		10,169.57
5000-5999	Services and Other Operating Expenditures	97,876.21	0.00	597.12	0.00	527.68	84,052.43	0.00		183,053.44
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	13,530.00	0.00	0.00	0.00	0.00	0.00	0.00		13,530.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	170,710.96	0.00	103,641.61	0.00	20,778.58	710,919.33	0.00	(27,447.00)	978,603.48
7310	Transfers of Indirect Costs	37,516.29	0.00	0.00	0.00	2,055.66	450.80	0.00		40,022.75
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	15,466.48				'	'	<u>'</u>	(15,466.48)	0.00
	Total Indirect Costs	37,516.29	0.00	0.00	0.00	2,055.66	450.80	0.00	0.00	40,022.75
	TOTAL COSTS	208,227.25	0.00	103,641.61	0.00	22,834.24	711,370.13	0.00	(27,447.00)	1,018,626.23
FEDERAL EXPEN	NDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)									
1000-1999	Certificated Salaries	0.00	0.00	67,666.20	0.00	14,137.75	111,978.60	0.00		193,782.55
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	3,042.30	0.00		3,042.30
3000-3999	Employ ee Benefits	0.00	0.00	26,081.47	0.00	5,056.15	49,746.37	0.00		80,883.99
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	8,000.00	0.00	597.12	0.00	0.00	0.00	0.00		8,597.12
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	8,000.00	0.00	94,344.79	0.00	19,193.90	164,767.27	0.00	0.00	286,305.96
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	2,055.66	450.80	0.00		2,506.46
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	2,055.66	450.80	0.00	0.00	2,506.46
	TOTAL BEFORE OBJECT 8980	8,000.00	0.00	94,344.79	0.00	21,249.56	165,218.07	0.00	0.00	288,812.42
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									288,812.42

## Sierra County Office of Education Sierra County

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2023-24 Expenditures by LEA (LE-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOC	AL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	37,375.68	0.00	2,400.00	0.00	0.00	114,435.95	0.00		154,211.63
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	175,492.45	0.00		175,492.45
3000-3999	Employ ee Benefits	17,065.96	0.00	6,896.82	0.00	1,057.00	166,864.77	0.00	(27,447.00)	164,437.55
4000-4999	Books and Supplies	4,863.11	0.00	0.00	0.00	0.00	5,306.46	0.00		10,169.57
5000-5999	Services and Other Operating Expenditures	89,876.21	0.00	0.00	0.00	527.68	84,052.43	0.00		174,456.32
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	13,530.00	0.00	0.00	0.00	0.00	0.00	0.00		13,530.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	162,710.96	0.00	9,296.82	0.00	1,584.68	546,152.06	0.00	(27,447.00)	692,297.52
7310	Transfers of Indirect Costs	37,516.29	0.00	0.00	0.00	0.00	0.00	0.00		37,516.29
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	15,466.48							(15,466.48)	0.00
	Total Indirect Costs	37,516.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,516.29
	TOTAL BEFORE OBJECT 8980	200,227.25	0.00	9,296.82	0.00	1,584.68	546,152.06	0.00	(27,447.00)	729,813.81
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									729,813.81
LOCAL EXPE	NDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)									
1000-1999	Certificated Salaries	1,600.00	0.00	2,400.00	0.00	0.00	70,823.13	0.00		74,823.13
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	129,160.28	0.00		129,160.28
3000-3999	Employ ee Benefits	393.17	0.00	589.82	0.00	0.00	137,576.26	0.00		138,559.25
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,993.17	0.00	2,989.82	0.00	0.00	337,559.67	0.00	0.00	342,542.66
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	1,993.17	0.00	2,989.82	0.00	0.00	337,559.67	0.00	0.00	342,542.66

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2023-24 Expenditures by LEA (LE-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									0.00
	TOTAL COSTS									342,542.66

<sup>\*</sup> Attach an additional sheet with explanations of any amounts in the Adjustments column.

Sierra County Office of Education Sierra County

# Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

SELPA: (	(??)		
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This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2024-25 Budget by LEA (LB-B) and the 2023-24 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2024-25 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2024-25 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: http://www.cde.ca.gov/sp/se/as/documents/subseqy/trckwrksht.xls.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only: and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

#### SECTION 1 Exempt Red

#### Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls.

- 1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
- 2. A decrease in the enrollment of children with disabilities.
- 3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
- a. Has left the jurisdiction of the agency;
- b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
- c. No longer needs the program of special education.
- 4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
- 5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
Total exempt reductions	0.00	0.00

#### SECTION 2

#### Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

# Sierra County Office of Education Sierra County

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

SELPA: (??)

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].				
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)			State and Local	Local Only
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)				
Increase in funding (if difference is positive)	0.00	į		
Maximum available for MOE reduction (50% of increase in funding)	0.00	(a)		
Current year funding (IDEA Section 619 - Resource 3315)		į:		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00	(b)		
If (b) is greater than (a).  Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)  Available for MOE reduction. (line (a) minus line (c), zero if negative)  Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).	0.00	(c)		
If (b) is less than (a).  Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).		(e)		
Available to set aside for EIS (line (b) minus line (e), zero if negative)	0.00	(f)		
Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activity	ities (which are author	rized ι	under the ESEA) paid wif	th the freed up funds:

# Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

SELPA: (??) Column A Column B Column C **SECTION 3 Budgeted** Actual Expenditures Amounts (LB-B Comparison Difference Worksheet) Year FY 2024-25 FY 2023-24 (A - B) A. COMBINED STATE AND LOCAL EXPENDITURES METHOD Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures. a. Total special education expenditures 1.142.613.00 b. Less: Expenditures paid from federal sources 242,299.00 c. Expenditures paid from state and local sources 900,314.00 729,813.82 Add/Less: Adjustments and/or PCRA required for MOE calculation 0.00 Comparison year's expenditures, adjusted for MOE calculation 729.813.82 Less: Exempt reduction(s) from SECTION 1 0.00 Less: 50% reduction from SECTION 2 0.00 Net expenditures paid from state and local sources 900.314.00 729.813.82 170.500.18 If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures. Budgeted Comparison Amounts Year FY 2024-25 FY 2022-23 Difference Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method 2. based on the per capita state and local expenditures. a. Total special education expenditures 1,142,613.00 b. Less: Expenditures paid from federal sources 242,299.00 c. Expenditures paid from state and local sources 900,314.00 735,692.34 Add/Less: Adjustments and/or PCRA required for MOE calculation (61,960.51) Comparison year's expenditures, adjusted for MOE calculation 673,731.83 Less: Exempt reduction(s) from SECTION 1 0.00 Less: 50% reduction from SECTION 2 0.00 Net expenditures paid from state and local sources 900,314.00 673,731.83 d. Special education unduplicated pupil count 57.00 61.00 15,794.98 e. Per capita state and local expenditures (A2c/A2d) 11,044.78 4,750.20

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.

#### **Unaudited Actuals** Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year LEA Maintenance of Effort Calculation (LMC-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

SELPA: (??)

#### B. LOCAL EXPENDITURES ONLY METHOD

		Budget	Comparison	
		FY 2024-25	Year FY 2023-24	Difference
1.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.	F1 2024-25	F 1 2023-24	Difference
	a. Expenditures paid from local sources	273,938.00	342,542.66	
	Add/Less: Adjustments required for MOE calculation		0.00	
	Comparison year's expenditures, adjusted for MOE calculation		342,542.66	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	273,938.00	342,542.66	(68,604.66)
	If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local	expenditures only.		
		Budget	Comparison Year	
		FY 2024-25	FY 2022-23	Difference
2.	Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on per capita local expenditures			
	a. Expenditures paid from local sources	273,938.00	93,672.97	
	Add/Less: Adjustments required for MOE calculation		0.00	
	Comparison year's expenditures, adjusted for MOE calculation		93,672.97	
	Less: Exempt reduction(s) from SECTION 1		0.00	
	Less: 50% reduction from SECTION 2		0.00	
	Net expenditures paid from local sources	273,938.00	93,672.97	
	b. Special education unduplicated pupil count	57.00	61.00	
	c. Per capita local expenditures (B2a/B2b)	4,805.93	1,535.62	3,270.31
	If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per c	apita local expenditures	only .	
Randy Jones			530-993-1660	
Contact Name		_	Telephone Number	
Director of Busi	iness Services / CBO		rjones@spjusd.org	
Title		_	Email Address	

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2024-25 Budget by SELPA (SB-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

SELPA:

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Object Code	Description	Adjustments*	Total
TOTAL BUDGET - All Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employ ee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL COSTS	0.00	0.00
BUDGET - State and Local Sources			
1000-1999	Certificated Salaries		0.00
2000-2999	Classified Salaries		0.00
3000-3999	Employ ee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources		0.00
	TOTAL COSTS	0.00	0.00
BUDGET - Local Sources			
1000-1999	Certificated Salaries		0.00

#### Unaudited Actuals Special Education Maintenance of Effort 2024-25 Budget vs. Actual Comparison Year 2024-25 Budget by SELPA (SB-B)

46 10462 0000000 Report SEMB E8ABGCSNX8(2023-24)

SELPA:

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Object Code	Description	Adjustments*	Total
2000-2999	Classified Salaries		0.00
3000-3999	Employ ee Benefits		0.00
4000-4999	Books and Supplies		0.00
5000-5999	Services and Other Operating Expenditures		0.00
6000-6999	Capital Outlay (except objects 6600, 6700, 6910 & 6920)		0.00
7130	State Special Schools		0.00
7430-7439	Debt Service		0.00
	Total Direct Costs	0.00	0.00
7310	Transfers of Indirect Costs		0.00
7350	Transfers of Indirect Costs - Interfund		0.00
	Total Indirect Costs	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)		0.00
8980	Contributions from Unrestricted Revenues to State Resources		0.00
	TOTAL COSTS	0.00	0.00
UNDUPLICATED PUPIL COUNT			0.00

<sup>\*</sup> Attach an additional sheet with explanations of any amounts in the Adjustments column.

### Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

		ALL FUNDS			<u> </u>	E8ABGC5NX8(20			
		Costs - fund		t Costs - rfund	Interfund	Interfund	Due From	Due To	
Description	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610	
01 COUNTY SCHOOL SERVICE FUND									
Expenditure Detail	0.00	0.00	0.00	(14,632.75)					
Other Sources/Uses Detail					118,373.94	25,577.83			
Fund Reconciliation							0.00	0.00	
08 STUDENT ACTIVITY SPECIAL REVENUE FUND									
Expenditure Detail	0.00	0.00	0.00	0.00					
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
09 CHARTER SCHOOLS SPECIAL REVENUE FUND									
Expenditure Detail	0.00	0.00	0.00	0.00					
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
10 SPECIAL EDUCATION PASS-THROUGH FUND									
Expenditure Detail									
Other Sources/Uses Detail									
Fund Reconciliation							0.00	0.00	
11 ADULT EDUCATION FUND									
Expenditure Detail	0.00	0.00	14,632.75	0.00					
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
12 CHILD DEVELOPMENT FUND									
Expenditure Detail	0.00	0.00	0.00	0.00					
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
13 CAFETERIA SPECIAL REVENUE FUND									
Expenditure Detail	0.00	0.00	0.00	0.00					
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
14 DEFERRED MAINTENANCE FUND									
Expenditure Detail	0.00	0.00							
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
15 PUPIL TRANSPORTATION EQUIPMENT FUND									
Expenditure Detail	0.00	0.00							
Other Sources/Uses Detail					0.00	0.00			
Fund Reconciliation							0.00	0.00	
16 FOREST RESERVE FUND									
Expenditure Detail									
Other Sources/Uses Detail					0.00	92,796.11			
Fund Reconciliation							0.00	0.00	
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY									
Expenditure Detail									
Other Sources/Uses Detail					0.00	0.00			
	••	-							

## Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

		Costs - fund		t Costs - fund	Interfund	Interfund	Due From	Due To
Description	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				

## Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

			_					
	Direct Inter			t Costs - rfund	Interfund	Interfund	Due From	Due To
Description	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	0.00	0.00	14,632.75	(14,632.75)	118,373.94	118,373.94	0.00	0.00

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G = General Ledger Data; S = Supplemental Data

Ì	Data	Data Supplied For	
Form	Description	2023-24 Unaudited Actuals	2024-25 Budget
01	General Fund/County School Service Fund	GS GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Dev elopment Fund		
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemploy ment Benefits		
21	Building Fund		
25	Capital Facilities Fund		
30	State School Building Lease- Purchase Fund		
35	County School Facilities Fund		
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		

51	Bond Interest and Redemption Fund			
52	Debt Service Fund for Blended Component Units			
53	Tax Override Fund			
56	Debt Service Fund			
57	Foundation Permanent Fund			
61	Cafeteria Enterprise Fund			
62	Charter Schools Enterprise Fund			
63	Other Enterprise Fund			
66	Warehouse Revolving Fund			
67	Self-Insurance Fund			
71	Retiree Benefit Fund			
73	Foundation Priv ate-Purpose Trust Fund	G		G
76	Warrant/Pass- Through Fund			
95	Student Body Fund			
A	Average Daily Attendance	S		S
ASSET	Schedule of Capital Assets			
CA	Unaudited Actuals Certification	S		
CAT	Schedule for Categoricals			
CEA	Current Expense Formula/Minimum Classroom Comp Actuals	GS	3	
DEBT	Schedule of Long-Term Liabilities			
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	3	
GANN	Appropriations Limit Calculations	GS	S	GS
ICR	Indirect Cost Rate Worksheet	GS	<u> </u>	
L	Lottery Report	GS	8	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS		
il	. 3000.0			

# Sierra-Plumas Joint Unified Sierra County

# Unaudited Actuals TABLE OF CONTENTS

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PCR	Program Cost Report	GS
SEA	Special Education Rev enue Allocations	
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	
SIAA	Summary of Interfund Activities - Actuals	G

			EX	penditures by Object				EOAONT	ABDH(2023-24
			202	23-24 Unaudited Actual	Is		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	7,466,661.00	0.00	7,466,661.00	6,160,246.00	0.00	6,160,246.00	-17.5%
2) Federal Revenue		8100-8299	525,844.58	722,618.24	1,248,462.82	100,000.00	281,815.00	381,815.00	-69.4%
3) Other State Revenue		8300-8599	127,574.29	861,819.82	989,394.11	80,406.00	788,182.00	868,588.00	-12.2%
4) Other Local Revenue		8600-8799	616,255.50	33,019.36	649,274.86	259,500.00	1.00	259,501.00	-60.0%
5) TOTAL, REVENUES			8,736,335.37	1,617,457.42	10,353,792.79	6,600,152.00	1,069,998.00	7,670,150.00	-25.9%
B. EXPENDITURES  1) Certificated Salaries		1000-1999	2,459,525.32	458,685.84	2,918,211.16	2,409,276.00	345,973.00	2,755,249.00	-5.6%
Classified Salaries     Classified Salaries		2000-2999	798,760.67	159,751.21	958,511.88	905,899.00	100,972.00	1,006,871.00	5.0%
3) Employee Benefits		3000-3999	1,535,675.66	423,876.66	1,959,552.32	1,493,294.00	446,594.00	1,939,888.00	-1.0%
4) Books and Supplies		4000-4999	186,279.22	230,407.07	416,686.29	263,796.00	605,801.00	869,597.00	108.7%
5) Services and Other Operating Expenditures		5000-5999	1,538,718.82	498,405.42	2,037,124.24	1,841,565.00	667,038.00	2,508,603.00	23.1%
6) Capital Outlay		6000-6999	202,059.55	132,484.12	334,543.67	8,000.00	32,672.00	40,672.00	-87.8%
<ol> <li>Other Outgo (excluding Transfers of Indirect Costs)</li> </ol>		7100-7299 7400-7499	111,430.00	0.00	111,430.00	268,288.00	0.00	268,288.00	140.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(83,682.37)	83,682.37	0.00	(102,754.00)	102,754.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,748,766.87	1,987,292.69	8,736,059.56	7,087,364.00	2,301,804.00	9,389,168.00	7.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,987,568.50	(369,835.27)	1,617,733.23	(487,212.00)	(1,231,806.00)	(1,719,018.00)	-206.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	308,857.51	0.00	308,857.51	76,470.00	0.00	76,470.00	-75.2%
Other Sources/Uses     Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(30,307.58)	30,307.58	0.00	(16,892.00)	16,892.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(339, 165.09)	30,307.58	(308,857.51)	(93,362.00)	16,892.00	(76,470.00)	-75.2%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,648,403.41	(339,527.69)	1,308,875.72	(580,574.00)	(1,214,914.00)	(1,795,488.00)	-237.2%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,252,488.03	1,721,117.09	4,973,605.12	4,252,180.53	1,452,937.40	5,705,117.93	14.7%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b) d) Other Restatements		9795	3,252,488.03 (648,710.91)	1,721,117.09 71,348.00	4,973,605.12 (577,362.91)	4,252,180.53 0.00	1,452,937.40	5,705,117.93	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)		0.00	2,603,777.12	1,792,465.09	4,396,242.21	4,252,180.53	1,452,937.40	5,705,117.93	29.8%
2) Ending Balance, June 30 (E + F1e)			4,252,180.53	1,452,937.40	5,705,117.93	3,671,606.53	238,023.40	3,909,629.93	-31.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	4,100.00	0.00	4,100.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others b) Restricted		9719 9740	0.00	1,452,937.40	1,452,937.40	0.00	0.00 320,334.80	0.00 320,334.80	-78.0%
c) Committed		50	0.00	1,702,001.40	1,702,301.40	0.00	520,554.60	520,554.00	-76.0%
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments	0000	9780	526,806.95	0.00	526,806.95	0.00	0.00	0.00	-100.0%
FOREST RESERVE EPA	0000 1400	9780 9780	525,844.58 962.37		525,844.58 962.37			0.00	
e) Unassigned/Unappropriated	1-00	5,00	302.37		302.37			0.00	
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	3,721,273.58	0.00	3,721,273.58	3,671,606.53	(82,311.40)	3,589,295.13	-3.5%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	4,892,148.58	1,098,413.35	5,990,561.93				
Fair Value Adjustment to Cash in County Treasury		9111	(77,037.00)	0.00	(77,037.00)				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	4,100.00	0.00	4,100.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
Accounts Receivable     Due from Grantor Government		9200 9290	12,686.55 54,210.59	132,880.77 348,441.11	145,567.32 402,651.70				

			<u> </u>						1
			202	3-24 Unaudited Actual	S Total Fund		2024-25 Budget	Total Fund	% Diff
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	col. A + B (C)	Unrestricted (D)	Restricted (E)	col. D + E (F)	Column C & F
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			4,886,108.72	1,579,735.23	6,465,843.95				
H. DEFERRED OUTFLOWS OF RESOURCES  1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES  1) Accounts Payable		9500	467,480.19	38,002.86	505,483.05				
Due to Grantor Governments		9590	166,448.00	2,451.39	168,899.39				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	86,343.58	86,343.58				
6) TOTAL, LIABILITIES			633,928.19	126,797.83	760,726.02				
J. DEFERRED INFLOWS OF RESOURCES			İ	Ì					
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(must agree with line F2) (G10 + H2) - (I6 + J2)			4,252,180.53	1,452,937.40	5,705,117.93		-		
LCFF SOURCES									
Principal Apportionment						0.075.040.00	0.00	0.075.040.00	
State Aid - Current Year		8011	2,497,660.61	0.00	2,497,660.61	2,275,310.00	0.00	2,275,310.00	-8.9%
Education Protection Account State Aid - Current Year		8012	78,482.00	0.00	78,482.00	106,602.00	0.00	106,602.00	35.89
State Aid - Prior Years		8019	921,306.00	0.00	921,306.00	0.00	0.00	0.00	-100.09
Tax Relief Subventions									
Homeowners' Exemptions		8021	7,342.90	0.00	7,342.90	3,490.00	0.00	3,490.00	-52.5%
Timber Yield Tax		8022	48,211.07	0.00	48,211.07	15,395.00	0.00	15,395.00	-68.19
Other Subventions/In-Lieu Taxes		8029	2,624.22	0.00	2,624.22	0.00	0.00	0.00	-100.09
County & District Taxes Secured Roll Taxes		8041	3,706,451.14	0.00	3,706,451.14	3,641,479.00	0.00	3,641,479.00	-1.8%
Unsecured Roll Taxes		8042	83,497.38	0.00	83,497.38	39,317.00	0.00	39,317.00	-52.9%
Prior Years' Taxes		8043	2,094.53	0.00	2,094.53	453.00	0.00	453.00	-78.49
Supplemental Taxes		8044	28,713.71	0.00	28,713.71	0.00	0.00	0.00	-100.09
Education Revenue Augmentation Fund (ERAF)		8045	90,277.44	0.00	90,277.44	78,200.00	0.00	78,200.00	-13.49
Community Redevelopment Funds (SB		8047							
617/699/1992)			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes  Miscellaneous Funds (EC 41604)		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Subtotal, LCFF Sources			7,466,661.00	0.00	7,466,661.00	6,160,246.00	0.00	6,160,246.00	-17.5%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.09
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			7,466,661.00	0.00	7,466,661.00	6,160,246.00	0.00	6,160,246.00	-17.5%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Donated Food Commodities Forest Reserve Funds		8221 8260	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Forest Reserve Funds Flood Control Funds		8260 8270	525,844.58	0.00	525,844.58	100,000.00	0.00	100,000.00	-81.09
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		101,813.00	101,813.00		99,036.00	99,036.00	-2.79
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.09

			Ex	penditures by Object			E8A8NYABDH(2023-2			
			202	23-24 Unaudited Actua	ls		2024-25 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F	
Title II, Part A, Supporting Effective Instruction	4035	8290		16,013.85	16,013.85		16,307.00	16,307.00	1.8%	
Title III, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%	
Title III, English Learner Program	4203	8290		0.00	0.00		0.00	0.00	0.0%	
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%	
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		10,499.67	10,499.67		10,064.00	10,064.00	-4.1%	
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%	
All Other Federal Revenue	All Other	8290	0.00	594,291.72	594,291.72	0.00	156,408.00	156,408.00	-73.7%	
TOTAL, FEDERAL REVENUE			525,844.58	722,618.24	1,248,462.82	100,000.00	281,815.00	381,815.00	-69.4%	
OTHER STATE REVENUE				,,	, , ,		. ,,			
Other State Apportionments										
ROC/P Entitlement										
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%	
Special Education Master Plan										
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%	
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%	
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Child Nutrition Programs		8520	0.00	106,530.00	106,530.00	0.00	0.00	0.00	-100.0%	
Mandated Costs Reimbursements		8550	16,830.00	0.00	16,830.00	17,844.00	0.00	17,844.00	6.0%	
Lottery - Unrestricted and Instructional Materials		8560	105,309.29	52,287.40	157,596.69	62,162.00	25,286.00	87,448.00	-44.5%	
Tax Relief Subventions										
Restricted Levies - Other										
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Pass-Through Revenues from										
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%	
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%	
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%	
Career Technical Education Incentive Grant Program	6387	8590		78,964.71	78,964.71		79,445.00	79,445.00	0.6%	
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%	
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%	
All Other State Revenue	All Other	8590	5,435.00	624,037.71	629,472.71	400.00	683,451.00	683,851.00	8.6%	
TOTAL, OTHER STATE REVENUE			127,574.29	861,819.82	989,394.11	80,406.00	788, 182.00	868,588.00	-12.2%	
OTHER LOCAL REVENUE Other Local Revenue										
County and District Taxes										
Other Restricted Levies										
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Non-Ad Valorem Taxes										
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Penalties and Interest from Delinquent Non- LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Sales										
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Leases and Rentals		8650	5,607.88	0.00	5,607.88	4,500.00	0.00	4,500.00	-19.8%	
Interest		8660	149,279.32	0.00	149,279.32	60,000.00	0.00	60,000.00	-59.8%	
Net Increase (Decrease) in the Fair Value of Investments		8662	(77,037.00)	0.00	(77,037.00)	0.00	0.00	0.00	-100.0%	
Fees and Contracts		0071		0.75			0.77			
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Interagency Services		8677	529,917.72	0.00	529,917.72	189,500.00	0.00	189,500.00	-64.2%	
Mitigation/Dev eloper Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	

			Ex	penditures by Object			E8A8NYABDH(2023-24			
			202	23-24 Unaudited Actua	ls		2024-25 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F	
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other Local Revenue										
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other Local Revenue		8699	8,487.58	33,019.36	41,506.94	5,500.00	1.00	5,501.00	-86.7%	
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Transfers of Apportionments										
Special Education SELPA Transfers										
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%	
From County Offices From JPAs	6500 6500	8792 8793		0.00	0.00		0.00	0.00	0.0%	
ROC/P Transfers	6500	6793		0.00	0.00		0.00	0.00	0.0%	
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%	
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%	
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%	
Other Transfers of Apportionments										
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, OTHER LOCAL REVENUE			616,255.50	33,019.36	649,274.86	259,500.00	1.00	259,501.00	-60.0%	
TOTAL, REVENUES			8,736,335.37	1,617,457.42	10,353,792.79	6,600,152.00	1,069,998.00	7,670,150.00	-25.9%	
CERTIFICATED SALARIES  Certif icated Teachers' Salaries		1100	2,043,647.95	450,685.84	2,494,333.79	1,985,341.00	338,973.00	2,324,314.00	-6.8%	
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Certificated Supervisors' and Administrators'			0.00	0.00	0.00	0.00	0.00	0.00	0.070	
Salaries		1300	415,877.37	8,000.00	423,877.37	423,935.00	7,000.00	430,935.00	1.7%	
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, CERTIFICATED SALARIES			2,459,525.32	458,685.84	2,918,211.16	2,409,276.00	345,973.00	2,755,249.00	-5.6%	
CLASSIFIED SALARIES		0400	400.047.00	0.4.00=00	007.045.50	000 000 00	E4 400 00		·	
Classified Instructional Salaries		2100	183,317.82	84,327.68	267,645.50	232,278.00	51,129.00	283,407.00	5.9%	
Classified Support Salaries  Classified Supervisors' and Administrators' Salaries		2200 2300	422,038.95 1,980.00	59,423.53 0.00	481,462.48 1,980.00	470,963.00 2,700.00	49,843.00	520,806.00 2,700.00	8.2% 36.4%	
Clerical, Technical and Office Salaries		2400	191,423.90	16,000.00	207,423.90	199,958.00	0.00	199,958.00	-3.6%	
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, CLASSIFIED SALARIES			798,760.67	159,751.21	958,511.88	905.899.00	100.972.00	1,006,871.00	5.0%	
EMPLOYEE BENEFITS								,,.		
STRS		3101-3102	420,213.47	293,275.11	713,488.58	432,946.00	315,901.00	748,847.00	5.0%	
PERS		3201-3202	171,047.89	12,956.02	184,003.91	199,325.00	21,319.00	220,644.00	19.9%	
OASDI/Medicare/Alternative		3301-3302	92,237.57	18,724.70	110,962.27	97,836.00	12,261.00	110,097.00	-0.8%	
Health and Welfare Benefits		3401-3402	681,374.14	76,778.14	758,152.28	627,882.00	80,700.00	708,582.00	-6.5%	
Unemployment Insurance		3501-3502	3,413.97	296.49	3,710.46	1,657.00	490.00	2,147.00	-42.1%	
Workers' Compensation		3601-3602	114,778.94	21,846.20	136,625.14	116,111.00	15,923.00	132,034.00	-3.4%	
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other Employee Benefits		3901-3902	52,609.68	0.00	52,609.68	17,537.00	0.00	17,537.00	-66.7%	
TOTAL, EMPLOYEE BENEFITS			1,535,675.66	423,876.66	1,959,552.32	1,493,294.00	446,594.00	1,939,888.00	-1.0%	
BOOKS AND SUPPLIES  Approved Textbooks and Core Curricula Materials		4100	416.66	4,681.21	5,097.87	0.00	63,953.00	63,953.00	1,154.5%	
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Materials and Supplies		4300	171,250.32	180,847.53	352,097.85	195,473.00	452,498.00	647,971.00	84.0%	
Noncapitalized Equipment		4400	14,612.24	44,878.33	59,490.57	68,323.00	89,350.00	157,673.00	165.0%	
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, BOOKS AND SUPPLIES			186,279.22	230,407.07	416,686.29	263,796.00	605,801.00	869,597.00	108.7%	
SERVICES AND OTHER OPERATING EXPENDITU	JRES									
Subagreements for Services		5100	(118,477.39)	52,985.44	(65,491.95)	0.00	0.00	0.00	-100.0%	
Trav el and Conferences		5200	24,807.62	35,147.22	59,954.84	5,914.00	83,319.00	89,233.00	48.8%	
Dues and Memberships		5300	11,305.12	0.00	11,305.12	24,129.00	0.00	24,129.00	113.4%	
Insurance		5400 - 5450	152,708.77	0.00	152,708.77	178,500.00	0.00	178,500.00	16.9%	
Operations and Housekeeping Services		5500	467,171.41	3,337.89	470,509.30	504,947.00	5,000.00	509,947.00	8.4%	
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	107,842.35	16,518.97	124,361.32	110,384.00	1,500.00	111,884.00	-10.0%	
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Professional/Consulting Services and Operating		5800								
Expenditures			877,051.77	387,675.94	1,264,727.71	908,412.00	571,819.00	1,480,231.00	17.0%	
Communications		5900	16,309.17	2,739.96	19,049.13	109,279.00	5,400.00	114,679.00	502.0%	

			EX	penditures by Object				20/10/11	ABDH(2023-24)
			20:	23-24 Unaudited Actua	ls		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
TOTAL, SERVICES AND OTHER OPERATING			( )	(=)	(-)	(-)	(-)	(-,	
EXPENDITURES			1,538,718.82	498,405.42	2,037,124.24	1,841,565.00	667,038.00	2,508,603.00	23.1%
CAPITAL OUTLAY		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.09/
Land Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	146,562.93	0.00	146,562.93	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or			140,302.93	0.00	140,502.93	0.00	0.00	0.00	-100.078
Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	45,530.54	98,977.43	144,507.97	8,000.00	1.00	8,001.00	-94.5%
Equipment Replacement		6500	9,966.08	33,506.69	43,472.77	0.00	32,671.00	32,671.00	-24.8%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			202,059.55	132,484.12	334,543.67	8,000.00	32,672.00	40,672.00	-87.8%
OTHER OUTGO (excluding Transfers of Indirect	: Costs)								
Tuition Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	111,430.00	0.00	111,430.00	104,450.00	0.00	104,450.00	-6.3%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments		- *	5.50	0.30	5.50	5.50	5.30	5.50	3.070
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	163,838.00	0.00	163,838.00	New
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers  All Other Transfers Out to All Others		7281-7283 7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of									0.075
Indirect Costs)  OTHER OUTGO - TRANSFERS OF INDIRECT CO			111,430.00	0.00	111,430.00	268,288.00	0.00	268,288.00	140.8%
Transfers of Indirect Costs		7310	(83,682.37)	83,682.37	0.00	(102,754.00)	102,754.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF									
INDIRECT COSTS			(83,682.37)	83,682.37	0.00	(102,754.00)	102,754.00	0.00	0.0%
TOTAL, EXPENDITURES			6,748,766.87	1,987,292.69	8,736,059.56	7,087,364.00	2,301,804.00	9,389,168.00	7.5%
INTERFUND TRANSFERS INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	8,857.51	0.00	8,857.51	76,470.00	0.00	76,470.00	763.3%
Other Authorized Interfund Transfers Out		7619	300,000.00	0.00	300,000.00	0.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			308,857.51	0.00	308,857.51	76,470.00	0.00	76,470.00	-75.2%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds		0050							0.00:
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources			1			l l			j l

			20	23-24 Unaudited Actua	ls		2024-25 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(30,307.58)	30,307.58	0.00	(16,892.00)	16,892.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(30,307.58)	30,307.58	0.00	(16,892.00)	16,892.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(339, 165.09)	30,307.58	(308,857.51)	(93,362.00)	16,892.00	(76,470.00)	-75.2%

Description   Poster   Poste				ī	enditures by Function				ONA OF Product			
Part   Part				202	23-24 Unaudited Actua	ls		2024-25 Budget				
1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	Description	Function Codes				col. A + B			col. D + E	Column		
Process   100,000   100,	A. REVENUES											
10 Per Date Revolves	1) LCFF Sources		8010-8099	7,466,661.00	0.00	7,466,661.00	6,160,246.00	0.00	6,160,246.00	-17.5%		
1000   1000	2) Federal Revenue		8100-8299	525,844.58	722,618.24	1,248,462.82	100,000.00	281,815.00	381,815.00	-69.4%		
STEAM PROPERTY   STEA	3) Other State Revenue		8300-8599	127,574.29	861,819.82	989,394.11	80,406.00	788,182.00	868,588.00	-12.2%		
Description   100-100	4) Other Local Revenue		8600-8799	616,255.50	33,019.36	649,274.86	259,500.00	1.00	259,501.00	-60.0%		
1   1   1   1   1   1   1   1   1   1	5) TOTAL, REVENUES			8,736,335.37	1,617,457.42	10,353,792.79	6,600,152.00	1,069,998.00	7,670,150.00	-25.9%		
Part Stands   Part Stands	B. EXPENDITURES (Objects 1000-7999)											
19-1091 Part Part Part	1) Instruction	1000-1999		3,380,946.48	1,571,837.10	4,952,783.58	3,374,264.00	1,690,163.00	5,064,427.00	2.3%		
A)	2) Instruction - Related Services	2000-2999		788,138.45	78,017.42	866, 155.87	786,296.00	103,539.00	889,835.00	2.7%		
SO COMMUNITY Services   S000-0998   S000	3) Pupil Services	3000-3999		137,339.75	62,097.29	199,437.04	167,057.00	377,954.00	545,011.00	173.3%		
Separate   Separate	4) Ancillary Services	4000-4999		78,788.40	4,897.00	83,685.40	111,832.00	0.00	111,832.00	33.6%		
1	5) Community Services	5000-5999		500.00	0.00	500.00	500.00	0.00	500.00	0.0%		
1,044,150,70   1,045,150,70   1,04	6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
District Culgo   10,000   10	7) General Administration	7000-7999		903,465.03	182,355.99	1,085,821.02	1,102,685.00	115,654.00	1,218,339.00	12.2%		
10   10   10   10   10   10   10   10	8) Plant Services	8000-8999		1,348,158.76	88,087.89	1,436,246.65	1,276,442.00	14,494.00	1,290,936.00	-10.1%		
10   TOTAL_DPENDTURES	0) Other Outre	0000 0000	Except 7600-									
Secretary of Revenue Office   Secr		9000-9999		111,430.00	0.00	111,430.00	268,288.00	0.00	268,288.00	140.8%		
SPERFORKE OTHER FINANCING   1,987,588.50   1,987,588.50   1,987,783.20   1,987,	10) TOTAL, EXPENDITURES			6,748,766.87	1,987,292.69	8,736,059.56	7,087,364.00	2,301,804.00	9,389,168.00	7.5%		
1) Interface   1	EXPENDITURES BEFORE OTHER FINANCING			1,987,568.50	(369,835.27)	1,617,733.23	(487,212.00)	(1,231,806.00)	(1,719,018.00)	-206.3%		
a) Transfers In 8900-8629	D. OTHER FINANCING SOURCES/USES											
b) Transfers Out 7600-7829 308,887.51 0.00 308,87.51 78,470.00 0.00 76,470.00 7.52. 2) Other Sources/Uses 8830-8879 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1) Interfund Transfers											
2) Other Sources/Uses a) Sources 2) Sources 3) Sources 3) Sources 4850 8679 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
Basil	b) Transfers Out		7600-7629	308,857.51	0.00	308,857.51	76,470.00	0.00	76,470.00	-75.2%		
Display	2) Other Sources/Uses											
3) Contributions 8980-8999 (30.307.58) 30.307.58 0.00 (16.892.00 16.892.00 0.00 0.01 0.01 0.01 0.01 0.01 0.01	a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
4) TOTAL OTHER FINANCING   (339,165.09)   30,307.58   (308,857.51)   (83,362.00)   16,892.00   (76,470.00)   -75.50	b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
SOURCESUSES   (38) (85.09)   30.307.58   (308,857.51)   (93,362.00)   16,882.00   (76,470.00)   7-75.	3) Contributions		8980-8999	(30, 307.58)	30,307.58	0.00	(16,892.00)	16,892.00	0.00	0.0%		
BALANCE (C + D4)				(339, 165.09)	30,307.58	(308,857.51)	(93,362.00)	16,892.00	(76,470.00)	-75.2%		
1) Beginning Fund Balance a) As of July 1 - Unaudited 5791 3,252,488.03 1,721,117.09 4,973,605.12 4,252,180.53 1,452,937.40 5,705,117.93 14: b) Audit Adjustments 5793 0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,				1,648,403.41	(339,527.69)	1,308,875.72	(580,574.00)	(1,214,914.00)	(1,795,488.00)	-237.2%		
a) As of July 1 - Unaudited 9791 3,252,488.03 1,721,117.09 4,973,605.12 4,252,180.53 1,452,377.40 5,705,117.93 14: b) Audit Adjustments 9793 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	F. FUND BALANCE, RESERVES											
b) Audit Adjustments 9793 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1) Beginning Fund Balance											
c) As of July 1 - Audited (Fta + Ftb) d) Other Restatements 9795 (648,710.91) 71,348.00 (577,362.91) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	a) As of July 1 - Unaudited		9791	3,252,488.03	1,721,117.09	4,973,605.12	4,252,180.53	1,452,937.40	5,705,117.93	14.7%		
d) Other Restatements 9795 (648,710.91) 71,348.00 (677,362.91) 0.00 0.00 0.00 0.00 -100.01 -10	b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
e) Adjusted Beginning Balance (F1c + F1d) 2, 603,777.12 1,792,465.09 4,396,242.21 4,252,180.53 1,452,937.40 5,705,117.93 2,91.40 2,91.40,00	c) As of July 1 - Audited (F1a + F1b)			3,252,488.03	1,721,117.09	4,973,605.12	4,252,180.53	1,452,937.40	5,705,117.93	14.7%		
2) Ending Balance, June 30 (E + F1e)  Components of Ending Fund Balance a) Nonspendable  Revolving Cash  Stores  9712  0.00  0	d) Other Restatements		9795	(648,710.91)	71,348.00	(577,362.91)	0.00	0.00	0.00	-100.0%		
Components of Ending Fund Balance a) Nonspendable  Revolving Cash 9711 4,100.00 0.00 4,100.00 0.00 0.00 0.00 0.00 0.00 0.00 100.00  Stores 9712 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	e) Adjusted Beginning Balance (F1c + F1d)			2,603,777.12	1,792,465.09	4,396,242.21	4,252,180.53	1,452,937.40	5,705,117.93	29.8%		
a) Nonspendable Revolving Cash 9711 4,100.00 0.00 4,100.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	2) Ending Balance, June 30 (E + F1e)			4,252,180.53	1,452,937.40	5,705,117.93	3,671,606.53	238,023.40	3,909,629.93	-31.5%		
Revolving Cash   9711	Components of Ending Fund Balance											
Stores   9712   0.00	a) Nonspendable											
Prepaid Items         9713         0.00         320,334.80         320,334.80         -78.60         -78.60         0.00	Revolving Cash		9711	4,100.00	0.00	4,100.00	0.00	0.00	0.00	-100.0%		
All Others 9719 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
b) Restricted 9740 0.00 1,452,937.40 1,452,937.40 0.00 320,334.80 320,334.80 7.78.4 c) Committed Stabilization Arrangements 9750 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
b) Restricted 9740 0.00 1,452,937.40 1,452,937.40 0.00 320,334.80 320,334.80 -78.60 c) Committed Stabilization Arrangements 9750 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
c) Committed Stabilization Arrangements 9750 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	b) Restricted		9740							-78.0%		
Stabilization Arrangements   9750   0.00									,			
Other Commitments (by Resource/Object) 9760 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0			9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
d) Assigned Other Assignments (by Resource/Object) FOREST RESERVE 0000 P780 EPA 1400 9780 9780 9780 9780 9780 962.37 962.37 962.37	=		9760	0.00	0.00		0.00	0.00		0.0%		
Other Assignments (by Resource/Object) 9780 526,806.95 0.00 526,806.95 0.00 0.00 0.00 0.00 -100.00 FOREST RESERVE 0000 9780 525,844.58 525,844.58 525,844.58 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0												
FOREST RESERVE 0000 9780 525,844.58 525,844.58 0.00 EPA 1400 9780 962.37 962.37 0.00 e) Unassigned/Unappropriated			9780	526,806.95	0.00	526,806.95	0.00	0.00	0.00	-100.0%		
EPA 1400 9780 962.37 962.37 0.00 e) Unassigned/Unappropriated		0000										
e) Unassigned/Unappropriated												
									1.00			
			9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%		
Unassigned/Unappropriated Amount 9790 3,721,273.58 0.00 3,721,273.58 3,671,606.53 (82,311.40) 3,589,295.13 -3.1										-3.5%		

#### Sierra-Plumas Joint Unified Sierra County

#### Unaudited Actuals General Fund Exhibit: Restricted Balance Detail

46 70177 0000000 Form 01 E8A8NYABDH(2023-24)

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
2600	Expanded Learning Opportunities Program	72,824.18	0.00
6266	Educator Effectiveness, FY 2021-22	89,303.13	36,112.13
6300	Lottery: Instructional Materials	71,278.79	32,611.79
6546	Mental Health-Related Services	28,669.00	28,669.00
6547	Special Education Early Intervention Preschool Grant	88,332.00	88,332.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	207,620.05	0.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	82,671.15	.15
7412	A-G Access/Success Grant	13,791.86	0.00
7413	A-G Learning Loss Mitigation Grant	5,306.00	0.00
7435	Learning Recovery Emergency Block Grant	232,969.90	0.00
7810	Other Restricted State	369,706.73	134,609.73
9010	Other Restricted Local	190,464.61	0.00
Total, Restricted Balance	·	1,452,937.40	320,334.80

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0
2) Federal Revenue		8100-8299	119,390.56	99,825.00	-16.4
3) Other State Revenue		8300-8599	104,365.95	99,390.00	-4.8
4) Other Local Revenue		8600-8799	129.98	2,100.00	1,515.6
5) TOTAL, REVENUES			223,886.49	201,315.00	-10.1
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0
2) Classified Salaries		2000-2999	83,177.88	96,155.00	15.6
3) Employee Benefits		3000-3999	38,709.39	48,983.00	26.
4) Books and Supplies		4000-4999	101,128.15	121,421.00	20.
5) Services and Other Operating Expenditures		5000-5999	10,086.58	11,226.00	11.
6) Capital Outlay		6000-6999	0.00	0.00	0.
		7100-7299,			
7) Other Outgo (excluding Transfers of Indirect Costs)		7400-7499	0.00	0.00	0.
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.
9) TOTAL, EXPENDITURES			233,102.00	277,785.00	19.:
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B9)			(9,215.51)	(76,470.00)	729.
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	8,857.51	76,470.00	763.
b) Transfers Out		7600-7629	0.00	0.00	0.
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.
b) Uses		7630-7699	0.00	0.00	0.
3) Contributions		8980-8999	0.00	0.00	0.
4) TOTAL, OTHER FINANCING SOURCES/USES			8,857.51	76,470.00	763.
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(358.00)	0.00	-100.
F. FUND BALANCE, RESERVES					
Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	208.00	(150.00)	-172.
b) Audit Adjustments		9793	0.00	0.00	0.
c) As of July 1 - Audited (F1a + F1b)		0.00	208.00	(150.00)	-172.
d) Other Restatements		9795	0.00	0.00	0.
		3733			
e) Adjusted Beginning Balance (F1c + F1d)			208.00	(150.00)	-172.
2) Ending Balance, June 30 (E + F1e)			(150.00)	(150.00)	0.
Components of Ending Fund Balance					
a) Nonspendable					_
Revolving Cash		9711	0.00	0.00	0.
Stores		9712	0.00	0.00	0.
Prepaid Items		9713	0.00	0.00	0.
All Others		9719	0.00	0.00	0.
b) Restricted		9740	0.00	0.00	0.
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.
Other Commitments		9760	0.00	0.00	0.
d) Assigned					
Other Assignments		9780	0.00	0.00	0.
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.
Unassigned/Unappropriated Amount		9790	(150.00)	(150.00)	0.
G. ASSETS					
1) Cash					
		9110	11,328.22		
a) in County Treasury		9111	(150.00)		
a) in County Treasury     1) Fair Value Adjustment to Cash in County Treasury			(150.00)		
1) Fair Value Adjustment to Cash in County Treasury		0120	0.00		
Pair Value Adjustment to Cash in County Treasury     Banks		9120	0.00		
Fair Value Adjustment to Cash in County Treasury     b) in Banks     c) in Revolving Cash Account		9130	0.00		
Fair Value Adjustment to Cash in County Treasury     in Banks					

Description Res	ource Codes Ob	ject Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	28,607.57		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			39,785.79		
H. DEFERRED OUTFLOWS OF RESOURCES			00,700.70		
Deferred Outflows of Resources		9490	0.00		
		3430			
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	1,138.59		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	38,797.20		
6) TOTAL, LIABILITIES			39,935.79		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			(150.00)		
FEDERAL REVENUE			(100.00)		
		8220	400 004 07	00 507 00	04.7
Child Nutrition Programs			109,621.37	82,567.00	-24.7
Donated Food Commodities		8221	9,769.19	17,258.00	76.7
All Other Federal Revenue		8290	0.00	0.00	0.0
TOTAL, FEDERAL REVENUE			119,390.56	99,825.00	-16.4
OTHER STATE REVENUE					
Child Nutrition Programs		8520	104,365.95	99,390.00	-4.8
All Other State Revenue		8590	0.00	0.00	0.0
TOTAL, OTHER STATE REVENUE			104,365.95	99,390.00	-4.8
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0
Food Service Sales		8634	851.90	2,000.00	134.8
Leases and Rentals		8650	0.00	0.00	0.0
Interest		8660	(571.92)	100.00	-117.5
Net Increase (Decrease) in the Fair Value of Investments		8662	(150.00)	0.00	-100.0
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0
TOTAL, OTHER LOCAL REVENUE			129.98	2,100.00	1,515.6
TOTAL, REVENUES			223,886.49	201,315.00	-10.1
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0
Other Certificated Salaries		1900	0.00	0.00	0.0
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0
CLASSIFIED SALARIES			5.00	1.00	5.5
Classified Support Salaries		2200	83,177.88	96,155.00	15.6
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0
Other Classified Salaries		2900	0.00	0.00	0.0
TOTAL, CLASSIFIED SALARIES			83,177.88	96,155.00	15.6
EMPLOYEE BENEFITS					
STRS	;	3101-3102	0.00	0.00	0.0
			1	I	
PERS	;	3201-3202	12,320.88	21,237.00	72.4

Peace   Peac					1	
Description of Executions	Description F	Resource Codes	Object Codes			
Section   Compare part	Health and Welfare Benefits		3401-3402	17,462.70	17,537.00	0.4%
DEED, All Josephila Philaphysia   3781-3772   30.0   3.0   0.0	Unemployment Insurance		3501-3502	41.53	48.00	15.6%
PSEA, Antic Sambrowers	Workers' Compensation		3601-3602	2,910.13	3,328.00	14.4%
### Design with method	OPEB, Allocated		3701-3702	0.00	0.00	0.0%
MAIL OUT PETERTITIS	OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
BOOKS AND DUPPLIES	Other Employ ee Benefits		3901-3902	0.00	0.00	0.0%
Decks and Other Forterwork Maries   400	TOTAL, EMPLOYEE BENEFITS			38,709.39	48,983.00	26.5%
Matheman of Supplies   4500	BOOKS AND SUPPLIES					
Montpolition Engineemi	Books and Other Reference Materials		4200	0.00	0.00	0.0%
Section	Materials and Supplies		4300	6,595.70	10,636.00	61.3%
Inchangement   Inch	Noncapitalized Equipment		4400	0.00	2,000.00	New
SENVICES AND OTHER OPERATING EMPENDITURES   5100	Food		4700	94,532.45	108,785.00	15.1%
Subsequenter for Services	TOTAL, BOOKS AND SUPPLIES			101,128.15	121,421.00	20.1%
The color of Conferences	SERVICES AND OTHER OPERATING EXPENDITURES					
Dues and Membenships	Subagreements for Services		5100	0.00	0.00	0.0%
Persistration   \$400.4400   \$0.00	Travel and Conferences		5200	421.00	1,014.00	140.9%
Operations and Housekheeping Services         5500         0.00         0.00         0.00         0.00         2.0%           Revisals, Leases, Repairs. and Moncapitalized Improvements         5500         0.005         0.00         0.	Dues and Memberships		5300	0.00	0.00	0.0%
Retitals. Leases, Repairs, and Noncapitalized Improvements	Insurance		5400-5450	0.00	0.00	0.0%
Treasfers of Direct Costs - Interfund 5750 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	9,051.58	9,312.00	2.9%
Professional Consulting Services and Operating Expenditures	Transfers of Direct Costs		5710	0.00	0.00	0.0%
Communications	Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Communications   Services And Other Operating Expenditures   10,086,586   11,280,08   11	Professional/Consulting Services and Operating Expenditures		5800	614.00	900.00	46.6%
TOTAL, SERVICES AND OTHER OPERATING EMPENDITURES  CAPITAL OUTLAY  Buildings and Improvements of Buildings  6200  0.00  0						
CAPITAL OUTLAY	TOTAL. SERVICES AND OTHER OPERATING EXPENDITURES				11.226.00	11.3%
Buildings and Improvements of Buildings						
Equipment Replacement			6200	0.00	0.00	0.0%
Equipment Replacement			6400		0.00	
Lesse Assetts			6500		0.00	
Subscription Assets   6700						
TOTAL_ CAPITAL OUTLAY         0.00         0.00         0.00           OTHER OUTGO (excluding Transfers of Indirect Costs)         7438         0.00         0.00         0.0%           Debt Service - Interest         7438         0.00         0.00         0.0%           Other Debt Service - Interests         7439         0.00         0.00         0.0%           OTHCOUTGO (excluding Transfers of Indirect Costs)         0.00         0.00         0.0%           OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           TOTAL, COTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           INTERFUND TRANSFERS OF INDIRECT COSTS         233,102.00         277,785.00         19.2%           INTERFUND TRANSFERS OF INDIRECT COSTS         233,102.00         277,785.00         19.2%           INTERFUND TRANSFERS OF INDIRECT COSTS         8916         8,857.51         76,470.00         763.3%           Other Authorized Interfund Transfers In         8919         0.00         0.0         0.0%           INTERFUND TRANSFERS OUT         7619         0.00         0.0         0.0%           Other Authorized Interfund Trans						
Debt Service - Interest	·					
Debt Service         7438         0.00         0.00         0.00           Other Debt Service - Interest         7438         0.00         0.00         0.00         0.0%           Other Debt Service - Principal         7439         0.00         0.00         0.0%           TOTIAL, OTHER OUTGO (excluding Transfers of Indirect Costs)         0.00         0.00         0.0%           OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           TOTIAL, DEPENDITURES         0.00         0.00         0.0%           TOTIAL, EXPENDITURES         233,102.00         277,785.00         19.2%           INTERFUND TRANSFERS IN         8916         8,857.51         76,470.00         763,3%           Other Authorized Interfund Transfers In         8916         8,857.51         76,470.00         763,3%           Other Authorized Interfund Transfers Out         7619         0.0         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         0.0         0.0         0.0%           Other Sources         0.0         0.0         0.0         0.0%           OTHER SOURCES/USES         0.0         0.0         0.0         0.0           SOURCES         0.0         0.0         0.0 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
Debt Service - Interest         7438         0.00         0.00         0.0%           Other Debt Service - Principal         7439         0.00         0.00         0.0%           TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)         0.00         0.00         0.0%           OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           TOTAL, EXPENDITURES         233,102,00         277,785,00         19.2%           INTERFUND TRANSFERS IN         233,102,00         277,785,00         19.2%           FOR General Fund         8916         8,857,51         76,470,00         763,3%           Other Authorized Interfund Transfers In         8919         0.00         0.00         0.0%           (a) TOTAL, INTERFUND TRANSFERS NOT         769,37%         76,470,00         763,3%           INTERFUND TRANSFERS OUT         8819         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           OTHER SOURCES/USES         800         0.00         0.0%         0.0%           OTHER SOURCES/USES         800         0.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td></td<>						
Other Debt Service - Principal         7439         0.00         0.00         0.0%           TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)         0.00         0.00         0.0%           OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         Control of Indirect Costs - Interfund         7350         0.00         0.00         0.0%           TOTAL, EXPENDITURES         303,102.00         277,785.00         19.2%           INTERFUND TRANSFERS IN         233,102.00         277,785.00         19.2%           FORM: General Fund         8916         8,857.51         76,470.00         763.3%           Other Authorized Interfund Transfers In         8919         0.00         0.00         0.0%           (a) TOTAL, INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         0.00         0.00         0.0%           Other Sources         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         0.00         0.00         0.0%           OTHER SOURCES/USES         0.00         0.00         0.0%           Transfers from Funds of Lapsed/Reorganized			7438	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)         0.00         0.00%           OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         Companies         Companies           Transfers of Indirect Costs - Interfund         7350         0.00         0.00         0.0%           TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%         0.0%           TOTAL, EXPENDITURES         233,102         277,785.00         19.2%           INTERFUND TRANSFERS IN         233,102         277,785.00         19.2%           From: General Fund         8916         8,857.51         76,470.00         763.3%           Other Authorized Interfund Transfers In         8919         0.00         0.00         0.0%           (a) TOTAL, INTERFUND TRANSFERS OUT         8919         0.00         0.00         0.0%           Other Authorized Interfund Transfers Out         781         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         8919         0.00         0.00         0.0%           Other Sources         500         0.00         0.00         0.0%           Other Sources         500         0.00         0.0         0.0%           Interpretain         895         0.00         0						
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         7350         0.00         0.						
Transfers of Indirect Costs - Interfund         7350         0.00         0.00         0.0%           TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS         0.00         0.00         0.0%           TOTAL, EXPENDITURES         233,102.00         277,785.00         12.2%           INTERFUND TRANSFERS IN           From: General Fund         8916         8,857.51         76,470.00         763.3%           Other Authorized Interfund Transfers In         8919         0.00         0.00         0.0%           (a) TOTAL, INTERFUND TRANSFERS IN         7619         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           OTHER SOURCES/USES         500         0.00         0.0%         0.0%           SOURCES         500         0.00         0.0%         0.0%           Long-Term Debt Proceeds         8965         0.00         0.00         0.0%           Proceeds from Leases         8972         0.00         0.00         0.0%           Proceeds from Eurise         8973         0.00         0.00         0.0%				111		
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS   0.00			7350	0.00	0.00	0.0%
TOTAL, EXPENDITURES   233,102.00   277,785.00   19.2%     INTERFUND TRANSFERS			. 555			
INTERFUND TRANSFERS IN						
INTERFUND TRANSFERS IN   From: General Fund				200,102.00	217,700.00	10.270
From: General Fund         8916         8,857.51         76,470.00         763.3%           Other Authorized Interfund Transfers In         8919         0.00         0.00         0.0%           (a) TOTAL, INTERFUND TRANSFERS IN         8,857.51         76,470.00         763.3%           INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         0.00         0.00         0.0%         0.0%           OTHER SOURCES/USES           SOURCES         8965         0.00         0.00         0.0%           Cher Sources         8965         0.00         0.00         0.0%           Long-Term Debt Proceeds         8972         0.00         0.00         0.0%           Proceeds from Leases         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%         0.0%						
Other Authorized Interfund Transfers In (a) TOTAL, INTERFUND TRANSFERS IN         8919         0.00         0.0%         0.0%           (a) TOTAL, INTERFUND TRANSFERS IN         8,857.51         76,470.00         763.3%           INTERFUND TRANSFERS OUT         7619         0.00         0.00         0.0%           OTHER SOURCES/USES SOURCES         OTHER SOURCES/USES SOURCES         OTHER SOURCES/USES SOURCES         OTHER From Funds of Lapsed/Reorganized LEAS         8965         0.00         0.00         0.0%         0.0%           Long-Term Debt Proceeds         8972         0.00         0.00         0.0%         0.0%           Proceeds from SBITAs         8974         0.00         0.00         0.0%         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%			8916	8 857 51	76 470 00	763 3%
(a) TOTAL, INTERFUND TRANSFERS IN       8,857.51       76,470.00       763.3%         INTERFUND TRANSFERS OUT       7619       0.00       0.00       0.0%         (b) TOTAL, INTERFUND TRANSFERS OUT       0.00       0.00       0.0%         OTHER SOURCES/USES SOURCES         Other Sources       8965       0.00       0.00       0.0%         Long-Term Debt Proceeds       8972       0.00       0.00       0.0%         Proceeds from Leases       8974       0.00       0.00       0.0%         All Other Financing Sources       8979       0.00       0.00       0.0%         (c) TOTAL, SOURCES       8979       0.00       0.00       0.0%         USES       0.00       0.00       0.0%       0.0%						
INTERFUND TRANSFERS OUT  Other Authorized Interfund Transfers Out (b) TOTAL, INTERFUND TRANSFERS OUT  OTHER SOURCES/USES SOURCES  Other Sources  Other Sources  Transfers from Funds of Lapsed/Reorganized LEAs  English From English From English From English English  Proceeds from Leases  Proceeds from SBITAs  All Other Financing Sources (c) TOTAL, SOURCES  USES  OUTHER SOURCES  BY 10,00 0,00 0,00 0,00 0,00 0,00 0,00 0,			0010			
Other Authorized Interfund Transfers Out         7619         0.00         0.00         0.0%           (b) TOTAL, INTERFUND TRANSFERS OUT         0.00         0.00         0.0%           OTHER SOURCES/USES           SOURCES           Other Sources         8965         0.00         0.00         0.0%           Transfers from Funds of Lapsed/Reorganized LEAs         8965         0.00         0.00         0.0%           Long-Term Debt Proceeds         8972         0.00         0.00         0.0%           Proceeds from Leases         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%           USES				0,007.01	70,470.00	700.070
(b) TOTAL, INTERFUND TRANSFERS OUT         0.00         0.00         0.00           OTHER SOURCES/USES           SOURCES           Other Sources         8965         0.00         0.00         0.00           Transfers from Funds of Lapsed/Reorganized LEAs         8965         0.00         0.00         0.00           Long-Term Debt Proceeds         8972         0.00         0.00         0.00           Proceeds from Leases         8974         0.00         0.00         0.00           All Other Financing Sources         8979         0.00         0.00         0.00           (c) TOTAL, SOURCES         8979         0.00         0.00         0.00           USES         0.00         0.00         0.00         0.00			7610	0.00	0.00	0.0%
OTHER SOURCES/USES           SOURCES           Other Sources         Color Sources           Transfers from Funds of Lapsed/Reorganized LEAs         8965         0.00         0.00         0.0%           Long-Term Debt Proceeds         8972         0.00         0.00         0.0%           Proceeds from Leases         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         8979         0.00         0.00         0.0%           USES         USES         0.00         0.00         0.0%			7019			
SOURCES           Other Sources         8965         0.00         0.00         0.0%           Transfers from Funds of Lapsed/Reorganized LEAs         8965         0.00         0.00         0.0%           Long-Term Debt Proceeds         8972         0.00         0.00         0.0%           Proceeds from Leases         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%         0.0%           USES         0.00         0.00         0.0%				0.00	0.00	0.0 %
Other Sources         8965         0.00         0.00         0.0%           Long-Term Debt Proceeds         8972         0.00         0.00         0.0%           Proceeds from Leases         8972         0.00         0.00         0.0%           Proceeds from SBITAs         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%         0.0%           USES         0.00         0.00         0.0% <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
Transfers from Funds of Lapsed/Reorganized LEAs       8965       0.00       0.00       0.0%         Long-Term Debt Proceeds       8972       0.00       0.00       0.0%         Proceeds from Leases       8974       0.00       0.00       0.0%         All Other Financing Sources       8979       0.00       0.00       0.0%         (c) TOTAL, SOURCES       0.00       0.00       0.0%       0.0%         USES       0.00       0.00       0.0%<						
Long-Term Debt Proceeds         8972         0.00         0.00         0.0%           Proceeds from Leases         8972         0.00         0.00         0.0%           Proceeds from SBITAs         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%           USES			8085	0.00	0.00	0.00/
Proceeds from Leases         8972         0.00         0.00         0.0%           Proceeds from SBITAs         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%           USES         USES <td></td> <td></td> <td>0900</td> <td>0.00</td> <td>0.00</td> <td>0.0%</td>			0900	0.00	0.00	0.0%
Proceeds from SBITAs         8974         0.00         0.00         0.0%           All Other Financing Sources         8979         0.00         0.00         0.0%           (c) TOTAL, SOURCES         0.00         0.00         0.0%           USES         USES <td< td=""><td></td><td></td><td>0070</td><td>2.55</td><td>2.5</td><td>2 221</td></td<>			0070	2.55	2.5	2 221
All Other Financing Sources 8979 0.00 0.00 0.0% (c) TOTAL, SOURCES 0.00 0.00 0.0% 0.0% 0.0% 0.0% 0.0% 0.0						
(c) TOTAL, SOURCES         0.00         0.00         0.0%           USES						
USES			8979			
				0.00	0.00	0.0%
Transfers of Funds from Lapsed/Reorganized LEAs         7651         0.00         0.00         0.0%						
1 1	Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%

#### Unaudited Actuals Cafeteria Special Revenue Fund Expenditures by Object

46 70177 0000000 Form 13 E8A8NYABDH(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			8,857.51	76,470.00	763.3%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	119,390.56	99,825.00	-16.4%
3) Other State Revenue		8300-8599	104,365.95	99,390.00	-4.8%
4) Other Local Revenue		8600-8799	129.98	2,100.00	1,515.6%
5) TOTAL, REVENUES			223,886.49	201,315.00	-10.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		233,102.00	277,785.00	19.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
		Except 7600-			
9) Other Outgo	9000-9999	7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			233,102.00	277,785.00	19.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(9,215.51)	(76,470.00)	729.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	8,857.51	76,470.00	763.3%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			8,857.51	76,470.00	763.3%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(358.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	208.00	(150.00)	-172.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			208.00	(150.00)	-172.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)		0.00	208.00	(150.00)	-172.1%
2) Ending Balance, June 30 (E + F1e)			(150.00)	(150.00)	0.0%
Components of Ending Fund Balance			(100.00)	(100.00)	0.070
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9711	0.00	0.00	0.0%
			l		
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(150.00)	(150.00)	0.0%

Sierra-Plumas Joint Unified Sierra County

#### Unaudited Actuals Cafeteria Special Revenue Fund Exhibit: Restricted Balance Detail

46 70177 0000000 Form 13 E8A8NYABDH(2023-24)

Printed: 10/3/2024 5:57 A

ResourceDescription2023-24 Unaudited Actuals2024-25 BudgetTotal, Restricted Balance0.000.00

46 70177 0000000 Form 40 E8A8NYABDH(2023-24)

Description	0-4 011 : 5 :	2023-24	2024-25	Percent
<u> </u>	rce Codes Object Codes	Unaudited Actuals	Budget	Difference
A. REVENUES				
1) LCFF Sources	8010-8099	0.00	0.00	0.09
2) Federal Revenue	8100-8299	0.00	0.00	0.09
3) Other State Revenue	8300-8599	0.00	0.00	0.09
4) Other Local Revenue	8600-8799	14,595.74	10,000.00	-31.59
5) TOTAL, REVENUES		14,595.74	10,000.00	-31.59
B. EXPENDITURES	4000 4000	0.00	0.00	0.00
1) Certificated Salaries	1000-1999	0.00	0.00	0.09
2) Classified Salaries	2000-2999 3000-3999	0.00	0.00	0.0
3) Employee Benefits			0.00	
4) Books and Supplies	4000-4999 5000-5999	8,288.52	0.00	-100.0
5) Services and Other Operating Expenditures 6) Control Outlow	6000-6999	22,160.67	0.00	-100.0
6) Capital Outlay		154,133.90	945,227.00	513.39
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.0
8) Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00	0.0
9) TOTAL, EXPENDITURES		184,583.09	945,227.00	412.1
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER				
FINANCING SOURCES AND USES (A5 - B9)		(169,987.35)	(935,227.00)	450.2
D. OTHER FINANCING SOURCES/USES				
1) Interfund Transfers				
a) Transfers In	8900-8929	300,000.00	0.00	-100.0
b) Transfers Out	7600-7629	0.00	0.00	0.0
2) Other Sources/Uses				
a) Sources	8930-8979	0.00	0.00	0.0
b) Uses	7630-7699	0.00	0.00	0.0
3) Contributions	8980-8999	0.00	0.00	0.0
4) TOTAL, OTHER FINANCING SOURCES/USES		300,000.00	0.00	-100.0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		130,012.65	(935,227.00)	-819.39
F. FUND BALANCE, RESERVES				
1) Beginning Fund Balance				
a) As of July 1 - Unaudited	9791	791,476.74	921,489.39	16.4
b) Audit Adjustments	9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)		791,476.74	921,489.39	16.4
d) Other Restatements	9795	0.00	0.00	0.0
e) Adjusted Beginning Balance (F1c + F1d)		791,476.74	921,489.39	16.4
2) Ending Balance, June 30 (E + F1e)		921,489.39	(13,737.61)	-101.5
Components of Ending Fund Balance				
a) Nonspendable				
Revolving Cash	9711	0.00	0.00	0.00
Stores	9712	0.00	0.00	0.0
Prepaid Items	9713	0.00	0.00	0.0
All Others	9719	0.00	0.00	0.0
b) Restricted	9740	903,045.89	0.00	-100.0
c) Committed				
Stabilization Arrangements	9750	0.00	0.00	0.0
Other Commitments	9760	0.00	0.00	0.09
d) Assigned				
Other Assignments	9780	18,443.50	0.00	-100.0
e) Unassigned/Unappropriated				
Reserve for Economic Uncertainties	9789	0.00	0.00	0.09
Unassigned/Unappropriated Amount	9790	0.00	(13,737.61)	Ne
G. ASSETS				
1) Cash				
a) in County Treasury	9110	933,836.39		
1) Fair Value Adjustment to Cash in County Treasury	9111	(12,347.00)		
b) in Banks	9120	0.00		
c) in Revolving Cash Account	9130	0.00		
d) with Fiscal Agent/Trustee	9135	0.00		
	9140	0.00		

File: Fund-D, Version 5

# Unaudited Actuals Special Reserve Fund for Capital Outlay Projects Expenditures by Object

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			921,489.39		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES			1.7		
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			921,489.39		
FEDERAL REVENUE			021,100.00		
FEMA		8281	0.00	0.00	0.0
All Other Federal Revenue		8290	0.00	0.00	0.0
TOTAL, FEDERAL REVENUE		0290	0.00	0.00	0.0
OTHER STATE REVENUE			0.00	0.00	0.0
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0
	6230	8590	0.00	0.00	0.0
California Clean Energy Jobs Act	All Other	8590	0.00		0.0
All Other State Revenue TOTAL, OTHER STATE REVENUE	All Other	6590	0.00	0.00	0.0
			0.00	0.00	0.0
OTHER LOCAL REVENUE					
Other Local Revenue		0005	0.00	0.00	0.0
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0
Sales		0004	0.00	0.00	0.0
Sale of Equipment/Supplies		8631	0.00	0.00	0.0
Leases and Rentals		8650	0.00	0.00	0.0
Interest		8660	26,942.74	10,000.00	-62.9
Net Increase (Decrease) in the Fair Value of Investments		8662	(12,347.00)	0.00	-100.0
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0
All Other Transfers In from All Others		8799	0.00	0.00	0.0
TOTAL, OTHER LOCAL REVENUE			14,595.74	10,000.00	-31.5
TOTAL, REVENUES			14,595.74	10,000.00	-31.5
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0
Other Classified Salaries		2900	0.00	0.00	0.0
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0
PERS		3201-3202	0.00	0.00	0.0
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0
Unemploy ment Insurance		3501-3502	0.00	0.00	0.0
Workers' Compensation		3601-3602	0.00	0.00	0.0
Workers Compensation		3001-3002	0.00		0.0

File: Fund-D, Version 5

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employ ee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	8,288.52	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			8,288.52	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	673.51	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	21,487.16	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			22,160.67	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	154,133.90	945,227.00	513.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			154,133.90	945,227.00	513.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			184,583.09	945,227.00	412.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	300,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			300,000.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
1					
Other Sources			i		
Other Sources  Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
		8965	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965 8971	0.00	0.00	0.0%

# Unaudited Actuals Special Reserve Fund for Capital Outlay Projects Expenditures by Object

46 70177 0000000 Form 40 E8A8NYABDH(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)		•	300,000.00	0.00	-100.0%

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Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,595.74	10,000.00	-31.5%
5) TOTAL, REVENUES			14,595.74	10,000.00	-31.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		184,583.09	945,227.00	412.1%
		Except 7600-			
9) Other Outgo	9000-9999	7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			184,583.09	945,227.00	412.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(169,987.35)	(935,227.00)	450.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	300,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			300,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			130,012.65	(935,227.00)	-819.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	791,476.74	921,489.39	16.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			791,476.74	921,489.39	16.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			791,476.74	921,489.39	16.4%
2) Ending Balance, June 30 (E + F1e)			921,489.39	(13,737.61)	-101.5%
Components of Ending Fund Balance			5_1,121.51	(.5,,	
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9713	0.00	0.00	0.0%
b) Restricted		9719			
		9/40	903,045.89	0.00	-100.0%
c) Committed		0750	0.00		
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	18,443.50	0.00	-100.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(13,737.61)	New

Sierra-Plumas Joint Unified Sierra County

#### Unaudited Actuals Special Reserve Fund for Capital Outlay Projects Exhibit: Restricted Balance Detail

46 70177 0000000 Form 40 E8A8NYABDH(2023-24)

Resource	Description	2023-24 Unaudited Actuals	2024-25 Budget
9010	Other Restricted Local	903,045.89	0.00
Total, Restricted Balance		903,045.89	0.00

			Т		
Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.09
2) Federal Revenue		8100-8299	0.00	0.00	0.09
3) Other State Revenue		8300-8599	0.00	0.00	0.09
4) Other Local Revenue		8600-8799	482,490.52	25,000.00	-94.89
5) TOTAL, REVENUES			482,490.52	25,000.00	-94.89
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0
2) Classified Salaries		2000-2999	0.00	0.00	0.0
3) Employee Benefits		3000-3999	0.00	0.00	0.0
4) Books and Supplies		4000-4999	0.00	0.00	0.0
5) Services and Other Operating Expenses		5000-5999	34,500.00	35,000.00	1.4
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0
9) TOTAL, EXPENSES			34,500.00	35,000.00	1.4
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER					
FINANCING SOURCES AND USES (A5 - B9)			447,990.52	(10,000.00)	-102.2
D. OTHER FINANCING SOURCES/USES  1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0
b) Transfers Out		7600-7629	0.00	0.00	0.0
2) Other Sources/Uses		7000-7029	0.00	0.00	0.0
a) Sources		8930-8979	0.00	0.00	0.0
b) Uses		7630-7699	0.00	0.00	0.0
3) Contributions		8980-8999	0.00	0.00	0.0
4) TOTAL, OTHER FINANCING SOURCES/USES		0000 0000	0.00	0.00	0.0
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			447,990.52	(10,000.00)	-102.2
F. NET POSITION			,,,,,	( 1,1111)	
Beginning Net Position					
a) As of July 1 - Unaudited		9791	739,736.66	1,187,727.18	60.6
b) Audit Adjustments		9793	0.00	0.00	0.0
c) As of July 1 - Audited (F1a + F1b)			739,736.66	1,187,727.18	60.6
d) Other Restatements		9795	0.00	0.00	0.0
e) Adjusted Beginning Net Position (F1c + F1d)			739,736.66	1,187,727.18	60.6
2) Ending Net Position, June 30 (E + F1e)			1,187,727.18	1,177,727.18	-0.8
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0
b) Restricted Net Position		9797	0.00	0.00	0.0
c) Unrestricted Net Position		9790	1,187,727.18	1,177,727.18	-0.8
G. ASSETS					
1) Cash					
a) in County Treasury		9110	100,377.91		
1) Fair Value Adjustment to Cash in County Treasury		9111	(1,327.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	1,129,676.27		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Gov ernment		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
	Resource Codes	9425	0.00	Budget	ріпегенсе
c) Accumulated Depreciation - Land Improvements		9423	0.00		
d) Buildings     e) Accumulated Depreciation - Buildings		9435	0.00		
		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment h) Work in Progress		9445	0.00		
		9460			
i) Lease Assets j) Accumulated Amortization-Lease Assets		9465	0.00		
		9470	0.00		
k) Subscription Assets		9475	0.00		
Accumulated Amortization-Subscription Assets     Accumulated Amortization-Subscription Assets		9475			
11) TOTAL, ASSETS H. DEFERRED OUTFLOWS OF RESOURCES			1,228,727.18		
Deferred Outflows of Resources		9490	0.00		
TOTAL, DEFERRED OUTFLOWS		9490	0.00		
			0.00		
I. LIABILITIES  1) Accounts Payable		9500	41,000,00		
			41,000.00		
2) Due to Grantor Governments		9590 9610	0.00		
3) Due to Other Funds 4) Current Loans		9610 9640	0.00		
4) Current Loans 5) Unearned Revenue		9640 9650	0.00		
		9050	0.00		
6) Long-Term Liabilities		0660	0.00		
a) Subscription Liability		9660 9663	0.00		
b) Net Pension Liability		9664	0.00		
c) Total/Net OPEB Liability					
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			41,000.00		
J. DEFERRED INFLOWS OF RESOURCES		9690	0.00		
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION			4 407 707 40		
Net Position, June 30 (must agree with line F2) (G11 + H2) - (I7 + J2)			1,187,727.18		
OTHER STATE REVENUE STRS On-Behalf Pension Contributions	7690	9500	0.00	0.00	0.09/
		8590 8590	0.00	0.00	0.0%
All Other State Revenue	All Other	6590	0.00		
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales		0004	0.00	0.00	0.00/
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	35,129.65	25,000.00	-28.8%
Net Increase (Decrease) in the Fair Value of Investments Other Local Revenue		8662	447,360.87	0.00	-100.0%
All Other Local Revenue		0000	0.00	0.00	0.0%
		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			482,490.52	25,000.00	-94.8%
TOTAL, REVENUES			482,490.52	25,000.00	-94.8%
CERTIFICATED SALARIES  Contificated Teachers' Salaries		1100	0.00	0.00	0.00/
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%

	01: 40 1	2023-24	2024-25	Percent
Description Resource Cod		Unaudited Actuals	Budget	Difference
Other Classified Salaries	2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES		0.00	0.00	0.0%
EMPLOYEE BENEFITS	0404.0400			0.00/
STRS	3101-3102	0.00	0.00	0.0%
PERS	3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative	3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits	3401-3402	0.00	0.00	0.0%
Unemployment Insurance	3501-3502	0.00	0.00	0.0%
Workers' Compensation	3601-3602	0.00	0.00	0.0%
OPEB, Allocated	3701-3702	0.00	0.00	0.0%
OPEB, Active Employees	3751-3752	0.00	0.00	0.0%
Other Employ ee Benefits	3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS		0.00	0.00	0.0%
BOOKS AND SUPPLIES				
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.0%
Books and Other Reference Materials	4200	0.00	0.00	0.0%
Materials and Supplies	4300	0.00	0.00	0.0%
Noncapitalized Equipment	4400	0.00	0.00	0.0%
Food	4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES		0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES				
Subagreements for Services	5100	0.00	0.00	0.0%
Travel and Conferences	5200	0.00	0.00	0.0%
Dues and Memberships	5300	0.00	0.00	0.0%
Insurance	5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services	5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	0.00	0.00	0.0%
Transfers of Direct Costs	5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5750	0.00	0.00	0.0%
Professional/Consulting Services and				
Operating Expenditures	5800	34,500.00	35,000.00	1.4%
Communications	5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES		34,500.00	35,000.00	1.4%
DEPRECIATION AND AMORTIZATION				
Depreciation Expense	6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets	6910	0.00	0.00	0.0%
Amortization Expense-Subscription Assets	6920	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION		0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)				
All Other Transfers Out to All Others	7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)		0.00	0.00	0.0%
TOTAL, EXPENSES		34,500.00	35,000.00	1.4%
INTERFUND TRANSFERS				
INTERFUND TRANSFERS IN				
Other Authorized Interfund Transfers In	8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN		0.00	0.00	0.0%
OTHER SOURCES/USES				
SOURCES				
Other Sources				
Transfers from Funds of Lapsed/Reorganized LEAs	8965	0.00	0.00	0.0%
All Other Financing Sources	8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES		0.00	0.00	0.0%
USES				
Transfers of Funds from Lapsed/Reorganized LEAs	7651	0.00	0.00	0.0%
All Other Financing Uses	7699	0.00	0.00	0.0%
(d) TOTAL, USES		0.00	0.00	0.0%
CONTRIBUTIONS				
Contributions from Unrestricted Revenues	8980	0.00	0.00	0.0%
Contributions from Restricted Revenues	8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS		0.00	0.00	0.0%

Sierra-Plumas Joint Unified Sierra County

### Unaudited Actuals Foundation Private-Purpose Trust Fund Expenses by Object

46 70177 0000000 Form 73 E8A8NYABDH(2023-24)

Description	Resource Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
TOTAL, OTHER FINANCING SOURCES/USES					
(a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Unaudited Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	482,490.52	25,000.00	-94.8%
5) TOTAL, REVENUES			482,490.52	25,000.00	-94.8%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		34,500.00	35,000.00	1.4%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600- 7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			34,500.00	35,000.00	1.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			447,990.52	(10,000.00)	-102.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			447,990.52	(10,000.00)	-102.2%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	739,736.66	1,187,727.18	60.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			739,736.66	1,187,727.18	60.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			739,736.66	1,187,727.18	60.6%
2) Ending Net Position, June 30 (E + F1e)			1,187,727.18	1,177,727.18	-0.8%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,187,727.18	1,177,727.18	-0.8%

Sierra-Plumas Joint Unified Sierra County

### Unaudited Actuals Foundation Private-Purpose Trust Fund Exhibit: Restricted Net Position Detail

46 70177 0000000 Form 73 E8A8NYABDH(2023-24)

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ResourceDescription2023-24 Unaudited Actuals2024-25 BudgetTotal, Restricted Net Position0.000.00

	2023	3-24 Unaudited Actu	ıals		2024-25 Budget	
Description	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	356.14	358.02	392.41	358.58	358.58	379.43
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	356.14	358.02	392.41	358.58	358.58	379.43
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	356.14	358.02	392.41	358.58	358.58	379.43
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	202	3-24 Unaudited Actu	ıals		2024-25 Budget	
Description	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	202	3-24 Unaudited Actu	ıals		2024-25 Budget	
Description	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA	•					
Authorizing LEAs reporting charter school SACS financial data in the	eir Fund 01, 09, or 62	use this worksheet to	report ADA for those	charter schools.		
Charter schools reporting SACS financial data separately from their	r authorizing LEAs in F	und 01 or Fund 62 us	se this worksheet to re	eport their ADA.		
FUND 01: Charter School ADA corresponding to SACS financia	l data reported in Fu	ınd 01.				
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS fin	ancial data reported	l in Fund 09 or Fun	d 62.			
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	157,192.00	0.00	157,192.00	0.00	0.00	157,192.00
Work in Progress		0.00	0.00	0.00	0.00	0.00
Total capital assets not being depreciated	157,192.00	0.00	157,192.00	0.00	0.00	157,192.00
Capital assets being depreciated:						
Land Improvements	385,804.00	0.00	385,804.00	0.00	0.00	385,804.00
Buildings	8,770,545.00	0.00	8,770,545.00	268,791.00	0.00	9,039,336.00
Equipment	1,930,098.00	(25,742.00)	1,904,356.00	219,887.00	0.00	2,124,243.00
Total capital assets being depreciated	11,086,447.00	(25,742.00)	11,060,705.00	488,678.00	0.00	11,549,383.00
Accumulated Depreciation for:						
Land Improvements	(228,105.00)	25,720.00	(202,385.00)	(25,720.00)	0.00	(228, 105.00)
Buildings	(6,116,318.00)	218,841.00	(5,897,477.00)	(207,827.00)	0.00	(6,105,304.00)
Equipment	(1,157,450.00)	147,528.00	(1,009,922.00)	(142,073.00)	0.00	(1,151,995.00)
Total accumulated depreciation	(7,501,873.00)	392,089.00	(7,109,784.00)	(375,620.00)	0.00	(7,485,404.00)
Total capital assets being depreciated, net excluding lease and subscription assets	3,584,574.00	366,347.00	3,950,921.00	113,058.00	0.00	4,063,979.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	3,741,766.00	366,347.00	4,108,113.00	113,058.00	0.00	4,221,171.00
Business-Type Activities:	0,741,700.00	000,047.00	4,100,110.00	110,000.00	0.00	4,221,171.00
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets	2.00	5.30	0.00	3.50	5.50	0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated amortization for subscription assets					-	
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

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#### Unaudited Actuals FINANCIAL REPORTS 2023-24 Unaudited Actuals Summary of Unaudited Actual Data Submission

46 70177 0000000 Form CA E8A8NYABDH(2023-24)

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Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation	55.92%
	Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school	
	districts or future apportionments may be affected. (EC 41372)	
	CEA Deficiency Amount	\$0.00
	Applicable to districts not exempt from the requirement and not meeting the minimum classroom	
	compensation percentage - see Form CEA for further details.	
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination	MOE Met
	If MOE Not Met, the 2025-26 apportionment may be reduced by the lesser of the following two percentages:	
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	\$0.00
	Adjusted Appropriations Limit	\$3,993,262.72
	Appropriations Subject to Limit	\$3,993,262.72
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to	
	Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	5.62%
	Fixed-with-carry-forward indirect cost rate for use in 2025-26 subject to CDE approval.	

#### Unaudited Actuals FINANCIAL REPORTS 2023-24 Unaudited Actuals School District Certification

46 70177 0000000 Form CA E8A8NYABDH(2023-24)

	AL FINANCIAL REPORT:		
To the County Supe	rintendent of Schools:		
	D ACTUAL FINANCIAL REPORT. This report was prepar by the governing board of the school district pursuant to	ed in accordance with Education Code Section 41010 and is hereby Education Code Section 42100.	
Signed:		Date of Meeting: Oct 08, 2024	
	Clerk / Secretary of the Governing Board		
	(Original signature required)		
To the Superintende	nt of Public Instruction:		
2023-24 UNAUDITE to Education Code S	•	erified for accuracy by the County Superintendent of Schools pursuant	
Signed:		Date:	
	County Superintendent/Designee	<del></del>	
	County Superintendent/Designee (Original signature required)		
For additional inform	, ,		
For additional inform	(Original signature required)  ation on the unaudited actual reports, please contact:	For School District:	
	(Original signature required)  ation on the unaudited actual reports, please contact:	For School District: Randy Jones	
For County Office of	(Original signature required)  ation on the unaudited actual reports, please contact:		
For County Office of Randy Jones	(Original signature required)  nation on the unaudited actual reports, please contact:  of Education:	Randy Jones	
For County Office of Randy Jones Name	(Original signature required)  nation on the unaudited actual reports, please contact:  of Education:	Randy Jones Name	
For County Office of Randy Jones  Name  Director of Business	(Original signature required)  nation on the unaudited actual reports, please contact:  of Education:	Name Director of Business Services / CBO	
Randy Jones  Name  Director of Business  Title	(Original signature required)  nation on the unaudited actual reports, please contact:  of Education:	Randy Jones  Name  Director of Business Services / CBO  Title	
Randy Jones  Name  Director of Business  Title  530-993-1660	(Original signature required)  nation on the unaudited actual reports, please contact:  of Education:	Randy Jones  Name Director of Business Services / CBO  Title 530-993-1660	

# Unaudited Actuals 2023-24 Unaudited Actuals GENERAL FUND Current Expense Formula/Minimum Classroom Compensation

46 70177 0000000 Form CEA E8A8NYABDH(2023-24)

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PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	2,918,211.16	301	600.00	303	2,917,611.16	305	980.00	980.00	307	2,916,631.16	309
2000 - Classified Salaries	958,511.88	311	49,707.04	313	908,804.84	315	22,779.21	36,502.47	317	872,302.37	319
3000 - Employ ee Benefits	1,959,552.32	321	27,288.45	323	1,932,263.87	325	12,153.66	13,721.74	327	1,918,542.13	329
4000 - Books, Supplies Equip Replace. (6500)	460,159.06	331	25,652.38	333	434,506.68	335	78,513.22	156,567.64	337	277,939.04	339
5000 - Services & 7300 - Indirect Costs	2,037,124.24	341	177,678.86	343	1,859,445.38	345	184,609.98	543,490.30	347	1,315,955.08	349
				TOTAL	8 052 631 93	365			TOTAL	7 301 369 78	369

- Note 1 In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).
- Note 2 In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.
- \* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

values in Column 4a and Line 13a.			
PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	2,481,117.19	375
2. Salaries of Instructional Aides Per EC 41011	2100	267,645.50	380
3. STRS	3101 & 3102	599,063.66	382
4. PERS	3201 & 3202	40,364.21	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	54,727.61	384
6. Health & Welfare Benefits (EC 41372)			1
(Include Health, Dental, Vision, Pharmaceutical, and			
Annuity Plans)	3401 & 3402	507,920.71	385
7. Unemployment Insurance	3501 & 3502	3,147.78	390
8. Workers' Compensation Insurance	3601 & 3602	96,698.52	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	35,073.12	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		4,085,758.30	395
12. Less: Teacher and Instructional Aide Salaries and			1
Benefits deducted in Column 2.			
		1,474.06	
13a. Less: Teacher and Instructional Aide Salaries and			
Benefits (other than Lottery) deducted in Column 4a (Extracted)		1,091.98	396
b. Less: Teacher and Instructional Aide Salaries and			
Benefits (other than Lottery) deducted in Column 4b (Overrides)*		1,091.98	396
14. TOTAL SALARIES AND BENEFITS		4,083,192.26	397
15. Percent of Current Cost of Education Expended for Classroom			
Compensation (EDP 397 divided by EDP 369) Line 15 must			
equal or exceed 60% for elementary, 55% for unified and 50%			
for high school districts to avoid penalty under provisions of EC 41372		55.92%	
16. District is exempt from EC 41372 because it meets the provisions			1
of EC 41374. (If exempt, enter 'X')			
**			

Sierra-Plumas Joint Unified Sierra County

# Unaudited Actuals 2023-24 Unaudited Actuals GENERAL FUND Current Expense Formula/Minimum Classroom Compensation

46 70177 0000000 Form CEA E8A8NYABDH(2023-24)

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PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)

2. Percentage spent by this district (Part II, Line 15)

3. Percentage below the minimum (Part III, Line 1 minus Line 2)

4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)

5. Deficiency Amount (Part III, Line 3 times Line 4)

6. Deficiency Amount (Part III, Line 3 times Line 4)

7,301,369.78

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

#### Unaudited Actuals 2023-24 Unaudited Actuals Schedule of Long-Term Liabilities

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	594,385.00	3,410,919.00	4,005,304.00			4,005,304.00	
Total/Net OPEB Liability	207,903.00	146,975.00	354,878.00	146,975.00		501,853.00	
Compensated Absences Payable	16,957.70	6,287.30	23,245.00	1,802.99		25,047.99	
Subscription Liability			0.00			0.00	
Gov ernmental activities long-term liabilities	819,245.70	3,564,181.30	4,383,427.00	148,777.99	0.00	4,532,204.99	0.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

# Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

L	Funds 01, 09, and 62					
Section I - Expenditures	Goals	Functions	Objects	2023-24 Expenditures		
A. Total state, federal, and local expenditures (all resources)	All	All	1000- 7999	9,043,362.39		
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000- 7999	733,965.71		
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)						
1. Community Services	All	5000-5999	1000- 7999	500.00		
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000- 6999 except 6600, 6910	334,543.67		
3. Debt Service	All	9100	5400- 5450, 5800, 7430- 7439	0.00		
4. Other Transfers Out	All	9200	7200- 7299	0.00		
5. Interfund Transfers Out	All	9300	7600- 7629	308,857.51		
Γ		9100	7699			
6. All Other Financing Uses	All	9200	7651	0.00		
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000- 7999	242,487.22		
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00		

# Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

	_	xpenditures		
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not inclu	de expenditures in lines B, C1-C8, D1, or D2.		0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				886,388.40
D. Plus additional MOE expenditures:			1000- 7143, 7300- 7439	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negativ e, then zero)	All	All	minus 8000- 8699	9,215.51
2. Expenditures to cover deficits for student body activities	Manually entered. Must no	ot include expenditures in lines A or D1.		0.00
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				7,432,223.79
Section II - Expenditures Per ADA				2023-24 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)				358.02
B. Expenditures per ADA (Line I.E divided by Line II.A)				20,759.24

# Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

Section III -		
MOE		
Calculation		
(For data		
collection	Total	Per ADA
only. Final		
determination		
will be done by CDE)		
	ļ	
A. Base		
expenditures		
(Preloaded		
expenditures		
from prior year official CDE		
MOE		
calculation).		
(Note: If the		
prior y ear MOE		
was not met,		
CDE has		
adjusted the		
prior y ear base		
to 90 percent		
of the		
preceding prior		
y ear amount		
rather than the		
actual prior		
year		
expenditure		
amount.)	7,091,299.77	19,360.85
1.		
Adjustment		
to base		
expenditure		
and		
expenditure		
per ADA		
amounts for		
LEAs failing		
prior y ear MOE		
calculation		
(From		
Section IV)	0.00	0.00
	0.00	0.00
2. Total		
adjusted		
base		
expenditure amounts		
(Line A plus		
Line A plus	7,091,299.77	19,360.85
	.,001,200.11	12,000.00
B. Required		
effort (Line A.2 times 90%)	6,382,169.79	17,424.77
	0,382,109.79	11,424.11
C. Current		
year		
expenditures		
(Line I.E and		66 <b>-</b> 55 -
Line II.B)	7,432,223.79	20,759.24
D. MOE		
deficiency		
amount, if any		
(Line B minus		
Line C) (If		
negative, then		0.00
zero)	0.00	0.00

Sierra-Plumas Joint Unified Sierra County

# Unaudited Actuals 2023-24 Unaudited Actuals Every Student Succeeds Act Maintenance of Effort Expenditures

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E. MOE		
determination		
(If one or both		
of the amounts		
in line D are		
zero, the MOE		
requirement is		
met; if both		
amounts are		
positive, the	MOE Met	
MOE		
requirement is		
not met. If		
either column		
in Line A.2 or		
Line C equals		
zero, the MOE		
calculation is		
incomplete.)		
F. MOE		
deficiency		
percentage, if		
MOE not met;		
otherwise, zero		
(Line D divided		
by Line B)		
(Funding under		
ESSA covered		
programs in FY		
2025-26 may		
be reduced by		
the lower of the		
two		
	0.00%	0.00%
percentages)	0.00 /0	0.0070
SECTION IV -		
Detail of		
Adjustments		
to Base		
Expenditures		
(used in		
Section III,		
Line A.1)		
Description of	Total Expenditures	Expenditures
Adjustments	Total Exponentation	Per ADA
Total		
adjustments to		
base		
ovponditures	0.00	0.00

		2023-24 Calculations			2024-25 Calculations	
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
. PRIOR YEAR DATA		2022-23 Actual			2023-24 Actual	
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
FINAL PRIOR YEAR APPROPRIATIONS LIMIT		I				
(Preload/Line D11, PY column)	4,408,000.17		4,408,000.17			3,993,262.72
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	410.57		410.57			356.14
			I			
ADJUSTMENTS TO PRIOR YEAR LIMIT	Ad	justments to 202	2-23	Ad	justments to 2023	3-24
3. District Lapses, Reorganizations and Other Transfers						
Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
(Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA						
(Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered						
in Line A3 above)						
. CURRENT YEAR GANN ADA		2023-24 P2 Repor	·t	,	.024-25 P2 Estima	te
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter						
schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	356.14		356.14	358.58		358.5
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			356.14			358.5
. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE		2023-24 Actual			2024-25 Budget	
AID RECEIVED		2023-24 Actual			2024-23 Budget	
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
Homeowners' Exemption (Object 8021)	7,342.90		7,342.90	3,490.00		3,490.0
2. Timber Yield Tax (Object 8022)	48,211.07		48,211.07	15,395.00		15,395.0
3. Other Subventions/In-Lieu Taxes (Object 8029)	2,624.22		2,624.22	0.00		0.00
Secured Roll Taxes (Object 8041)	3,706,451.14		3,706,451.14	3,641,479.00		3,641,479.0
5. Unsecured Roll Taxes (Object 8042)	83,497.38		83,497.38	39,317.00		39,317.0
6. Prior Years' Taxes (Object 8043)	2,094.53		2,094.53	453.00		453.00
7. Supplemental Taxes (Object 8044)	28,713.71		28,713.71	0.00		0.0
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	90,277.44		90,277.44	78,200.00		78,200.0
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.0
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.0
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.0
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.0
14. Penalties and Int. from Delinquent Non-LCFF						
Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
<ul><li>15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)</li><li>16. TOTAL TAXES AND SUBVENTIONS</li></ul>						
(Lines C1 through C15)	3,969,212.39	0.00	3,969,212.39	3,778,334.00	0.00	3,778,334.0
OTHER LOCAL REVENUES (Funds 01, 09, and 62)	0,000,212.00	0.00	0,000,212.00	0,110,001.00	0.00	0,770,001.0
17. To General Fund from Bond Interest and Redemption						
Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.0
18. TOTAL LOCAL PROCEEDS OF TAXES						
(Lines C16 plus C17)	3,969,212.39	0.00	3,969,212.39	3,778,334.00	0.00	3,778,334.0
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			52,912.00			51,592.0
19b. Qualified Capital Outlay Projects		1				
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	0.00		0.00	0.00		0.0
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
Unreimbursed Court Mandated Desegregation Costs     Other Unfunded Court-ordered or Federal Mandates						
22. Other Unfunded Court-ordered of Federal Mandates  23. TOTAL EXCLUSIONS (Lines C19 through C22)	0.00	0.00	52,912.00	0.00	0.00	51,592.0
20. 10 Mil 2. WEOGIOTO (Linux O to fill adgit OEE)	0.00	0.00	32,812.00	0.00	0.00	51,592.0
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	2,576,142.61		2,576,142.61	2,381,912.00		2,381,912.0
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	921,306.00		921,306.00	0.00		0.0
26. TOTAL STATE AID RECEIVED						

#### Unaudited Actuals Fiscal Year 2023-24 School District Appropriations Limit Calculations

46 70177 0000000 Form GANN E8A8NYABDH(2023-24)

				2023-24 Calculations			2024-25 Calculations	
			Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
	DATA	FOR INTEREST CALCULATION						
		Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	10,352,238.11		10,352,238.11	7,670,150.00		7,670,150.00
	28.	Total Interest and Return on Investments	70.040.00		70.040.00	00 000 00		
n	A DDE	(Funds 01, 09, and 62; objects 8660 and 8662)  ROPRIATIONS LIMIT CALCULATIONS	72,242.32	2023-24 Actual	72,242.32	60,000.00	2024 25 Budget	60,000.00
D.		IMINARY APPROPRIATIONS LIMIT		2023-24 Actual			2024-25 Budget	
		Revised Prior Year Program Limit (Lines A1 plus A6)			4,408,000.17			3,993,262.72
	2.	Inflation Adjustment			1.0444			1.0362
	3.	Program Population Adjustment (Lines B3 divided						
		by [A2 plus A7]) (Round to four decimal places)			0.8674			1.0069
	4.	PRELIMINARY APPROPRIATIONS LIMIT						
		(Lines D1 times D2 times D3)			3,993,262.72			4,166,369.78
		OPRIATIONS SUBJECT TO THE LIMIT						
		Local Revenues Excluding Interest (Line C18)			3,969,212.39			3,778,334.00
	6.	Preliminary State Aid Calculation						
		<ul> <li>Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)</li> </ul>			42,736.80			43,029.60
		Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but						
		not less than zero)			76,962.33			439,627.78
	7	c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			76,962.33			439,627.78
	7.	Local Revenues in Proceeds of Taxes  Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5						
		a. plus D6c])			28,434.35			33,255.28
		b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			3,997,646.74			3,811,589.28
	8.	State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or			40.507.00			400.070.50
	0	less than zero)  Total Appropriations Subject to the Limit			48,527.98			406,372.50
	Э.	a. Local Revenues (Line D7b)			3,997,646.74			
		b. State Subventions (Line D8)			48,527.98			
		c. Less: Excluded Appropriations (Line C23)			52,912.00			
		d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT						
		(Lines D9a plus D9b minus D9c)			3,993,262.72			
	10.	Adjustments to the Limit Per						
		Government Code Section 7902.1						
		(Line D9d minus D4)			0.00			
		MARY Adjusted Appropriations Limit		2023-24 Actual			2024-25 Budget	
	• • • •	(Lines D4 plus D10)			3,993,262.72			4,166,369.78
	12.	Appropriations Subject to the Limit				-		
		(Line D9d)			3,993,262.72			
"* Die	ace pro	vide below an explanation for each entry in the adjustments column."						
110	ase pro	vice below an explanation for each entry in the adjustments column.						
L								
Pont	ly long		riones@enius 1	ora		530-993-1660		
	Contac		rjones@spjusd.		-		Number	
Gann	Contac	t Person	Contact Email A	uuless		Contact Phone	rannoer	

 Sierra-Plumas Joint Unified
 Unaudited Actuals
 46 70177 0000000

 Sierra-Plumas Joint Unified
 Fiscal Year 2023-24
 Form GANN

 Sierra County
 School District Appropriations Limit Calculations
 E888NYABDH(2023-24)

Entered Entered Entered Data/ Extracted Data/		2023-24 Calculations			2024-25 Calculations	
Data Adjustments' Totals Data Adjustments' Totals	Extracted Data	Adjustments*	Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals

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Part I - Ganai	ral Adminict	rativa Chara	of Diant	Sarviage (	Cacte

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

#### A. Salaries and Benefits - Other General Administration and Centralized Data Processing

 Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000)

25,355.16

- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

R	Salaries	and	Renefits	- All Other	Activities

Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
 (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)

5.810.920.20

#### C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)

0.44%

#### Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

# A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

### B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

0.00

### Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

#### A. Indirect Costs

 Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)

490.436.34

 Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)

71,083.62

Page 1

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	5,622.03
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	10.12
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	567,152.12
9. Carry-Forward Adjustment (Part IV, Line F)	(121,718.88)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	445,433.24
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	4,800,820.71
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	866,155.87
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	256,432.28
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	83,685.40
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	500.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	
	339,350.89
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	23,987.53
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	04 000 70
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	61,926.78
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	04 400 54
except 0000 and 9000, objects 1000-5999)	81,162.54
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	1,272,113.07
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	2,290.66
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	138,569.55
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	7,926,995.27
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	7.15%
D. Preliminary Proposed Indirect Cost Rate	_
(For final approved fixed-with-carry-forward rate for use in 2025-26 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	5.62%
Part IV - Carry-forward Adjustment	
The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect	

cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based. Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A. A. Indirect costs incurred in the current year (Part III, Line A8) 567,152.12 B. Carry-forward adjustment from prior year(s) 1. Carry-forward adjustment from the second prior year 118,889.82 2. Carry-forward adjustment amount deferred from prior year(s), if any 0.00 C. Carry-forward adjustment for under- or over-recovery in the current year 1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (10.19%) times Part III, Line B19); zero if negative 0.00 2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (10.19%) times Part III, Line B19) or (the highest rate used to recover costs from any program (12.86%) times Part III, Line B19); zero if positive (121,718.88)D. Preliminary carry-forward adjustment (Line C1 or C2) (121,718.88) E. Optional allocation of negative carry-forward adjustment over more than one year Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate. Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation: 5.62% Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-60859.44) is applied to the current year calculation and the remainder (\$-60859.44) is deferred to one or more future years: 6.39% Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-40572.96) is applied to the current year calculation and the remainder (\$-81145.92) is deferred to one or more future years: 6.64% LEA request for Option 1, Option 2, or Option 3 F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected) (121,718.88)

Page 3

# Unaudited Actuals 2023-24 Unaudited Actuals Exhibit A: Indirect Cost Rates Charged to Programs

Approved indirect cost rate:	10.19%
Highest	
rate used	
in any	
program:	12.86%

Note: In one or more resources, the rate used is greater than the approved rate.

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	221,406.53	22,561.32	10.19%
01	3213	319,933.86	41,148.42	12.86%
01	4035	9,457.17	963.68	10.19%
01	4127	9,528.70	970.97	10.19%
01	6053	5,526.56	563.15	10.19%
01	6266	30,416.08	3,099.39	10.19%
01	6387	6,640.82	676.99	10.19%
01	6762	27,353.62	2,787.33	10.19%
01	7412	327.75	33.39	10.19%
01	7435	103,369.73	10,533.37	10.19%
01	9010	186,243.79	344.36	0.18%

**Ending Balances - All Funds** 

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Printed: 10/3/2024 5:57 A

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
Adjusted Beginning Fund Balance	9791-9795	97,292.01		29,836.06	127,128.07
2. State Lottery Revenue	8560	105,309.29		52,287.40	157,596.69
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		202,601.30	0.00	82,123.46	284,724.76
B. EXPENDITURES AND OTHER FINANCING USES					
Certificated Salaries	1000-1999	0.00		0.00	0.00
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employ ee Benefits	3000-3999	0.00		0.00	0.00
4. Books and Supplies	4000-4999	17,839.03		5,202.67	23,041.70
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	176,855.03			176,855.03
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			1,250.00	1,250.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			4,392.00	4,392.00
6. Capital Outlay	6000-6999	7,907.24		0.00	7,907.24
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		202,601.30	0.00	10,844.67	213,445.97
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	0.00	0.00	71,278.79	71,278.79

# D. COMMENTS:

Expenditures in RS 6300, Objects 5000 are for online tools that accompany instructional materials

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

#### Unaudited Actuals 2023-24 General Fund and Charter Schools Funds Program Cost Report

E8A8

		Program Cost Report					E8A8
			Direct Costs				
Goal	Program/Activity	Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3	Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Т (
Instructional Goals							
0001	Pre-Kindergarten	81,238.27	0.00	81,238.27	10,922.73		
1110	Regular Education, K–12	4,564,190.46	1,947,764.11	6,511,954.57	875,551.90		
3100	Alternative Schools	0.00	0.00	0.00	0.00		
3200	Continuation Schools	104,109.42	9,490.92	113,600.34	15,273.91		
3300	Independent Study Centers	144,888.94	9,490.92	154,379.86	20,756.84		
3400	Opportunity Schools	0.00	0.00	0.00	0.00		
3550	Community Day Schools	0.00	0.00	0.00	0.00		
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		
3800	Career Technical Education	211,454.21	0.00	211,454.21	28,430.66		
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		
4760	Bilingual	58,657.08	0.00	58,657.08	7,886.62		
4850	Migrant Education	0.00	0.00	0.00	0.00		
5000-5999	Special Education	0.00	0.00	0.00	0.00		
6000	Regional Occupational Ctr/Prg (ROC/P)	37,504.25	0.00	37,504.25	5,042.56		
Other Goals							
7110	Nonagency - Educational	244,041.90	0.00	244,041.90	32,812.17		
7150	Nonagency - Other	0.00	0.00	0.00	0.00		
8100	Community Services	2,474.32	0.00	2,474.32	332.68		
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		
Other Costs	Food Oppolism						
	Food Services					34,410.51	_
	Enterprise Complete & Complete					0.00	_
	Facilities Acquisition & Construction					145,008.25	_
	Other Outgo					420,287.51	-
Other Funds	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	31,341.27		
	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				0.00		
	Total General Fund and Charter Schools Funds Expenditures	5,448,558.85	1,966,745.95	7,415,304.80	1,028,351.34	599,706.27	

#### Unaudited Actuals 2023-24 General Fund and Charter Schools Funds Program Cost Report Schedule of Direct Charged Costs (DCC)

		Instruction	Instructional Supervision and Administration	Library, Media, Technology and Other Instructional Resources	School Administration	Pupil Support Services	Pupil Transportation	Ancillary Services	Community Services	General Administration	Plant Maintenanc and Operatio
Goal	Type of Program	(Functions 1000- 1999)	(Functions 2100- 2200)	(Functions 2420- 2495)	(Function 2700)	(Functions 3110- 3160 and 3900)	(Function 3600)	(Functions 4000- 4999)	(Functions 5000- 5999)	(Functions 7000- 7999, except 7210)*	(Functions 81 8400)
Instructional Goals											_
0001	Pre-Kindergarten	81,238.27	0.00	0.00	0.00	0.00	0.00	0.00			C
1110	Regular Education, K-12	4,320,956.95	2,696.00	31,785.44	0.00	60,346.02	64,720.65	83,685.40			C
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
3200	Continuation Schools	99,947.71	0.00	0.00	0.00	0.00	0.00	0.00			4,161
3300	Independent Study Centers	144,888.94	0.00	0.00	0.00	0.00	0.00	0.00			C
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			С
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
3800	Career Technical Education	208,116.32	0.00	0.00	0.00	0.00	0.00	0.00			3,337
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
4760	Bilingual	58,657.08	0.00	0.00	0.00	0.00	0.00	0.00			C
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
5000-5999	Special Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			C
6000	ROC/P	37,504.25	0.00	0.00	0.00	0.00	0.00	0.00			C
Other Goals	1										
7110	Nonagency - Educational	1,474.06	0.00	0.00	176,998.07	0.00	0.00	0.00	0.00	57,469.70	8,100
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	С
8100	Community Services		0.00	0.00	0.00	1,974.32	0.00		500.00	0.00	C
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	C
Total Direct C	harged Costs	4,952,783.58	2,696.00	31,785.44	176,998.07	62,320.34	64,720.65	83,685.40	500.00	57,469.70	15,599

<sup>\*</sup> Functions 7100-7199 for goals 810

#### Unaudited Actuals 2023-24 General Fund and Charter Schools Funds Program Cost Report Schedule of Allocated Support Costs (AC)

		Allocated Support Co	sts (Based on factors in	put on Form PCRAF)	
Goal	Type of Program	Full-Time Equivalents	Classroom Units	Pupils Transported	Total
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K–12	654,932.36	1,255,102.21	37,729.54	1,947,764.11
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	9,490.92	0.00	9,490.92
3300	Independent Study Centers	0.00	9,490.92	0.00	9,490.92
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	0.00	0.00	0.00	0.00
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
	Adult Education (Fund 11)	0.00	0.00	0.00	0.00
	Child Development (Fund 12)	0.00	0.00	0.00	0.00
	Cafeteria (Funds 13 and 61)	0.00	0.00	0.00	0.00
Total Allocated Support Costs		654,932.36	1,274,084.05	37,729.54	1,966,745.95

# Unaudited Actuals 2023-24 General Fund and Charter Schools Funds Program Cost Report Schedule of Central Administration Costs (CAC)

46 70177 0000000 Form PCR E8A8NYABDH(2023-24)

Α.	Central Administration Costs in General Fund and Charter Schools Funds	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	339,350.89
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000 - 7999)	23,987.53
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	494,893.42
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	170,119.48
5	Total Central Administration Costs in General Fund and Charter Schools Funds	1,028,351.32
В.	Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	5,448,558.85
2	Total Allocated Costs (from Form PCR, Column 2, Total)	1,966,745.95
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	7,415,304.80
C.	Direct Charged Costs in Other Funds	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	233,102.00
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	233,102.00
D.	Total Direct Charged and Allocated Costs (B3 + C5)	7,648,406.80
E.	Ratio of Central Administration Costs to Direct Charged and Allocated Costs (AS/D)	13.45%

#### Unaudited Actuals 2023-24 General Fund and Charter Schools Funds Program Cost Report Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000- 9999)	
Food Services (Objects 1000-5999, 6400-6920)	34,410.51				
Enterprise (Objects 1000-5999, 6400-6920)		0.00			
Facilities Acquisition & Construction (Objects 1000-6700)			145,008.25		
Other Outgo (Objects 1000 - 7999)				420,287.51	
Total Other Costs	34,410.51	0.00	145,008.25	420,287.51	

#### 46 70177 0000000 Form PCRAF E8A8NYABDH(2023-24)

# Unaudited Actuals 2023-24 Form and Charter Schools Funds Program Cost Report Schedule of Allocation Factors (AF) for Support Costs

			Teacher Full-Ti	me Equivalents		Classro	om Units	Pupils Transported
		Instructional Supervision and Administration (Functions 2100 -	Library, Media, Technology and Other Instructional Resources (Functions 2420-	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100- 8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
	ributed Expenditures, Funds 01, 09, and 62, Goals allocated based on factors input)	2200)	2495)	654,676.36	256.00	1.271.783.27	2,300.78	37.729.54
B. Enter Allocation Fa		FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
(Note: Alloca	ation factors are only needed for a column if there are expenditures in line A.)					22 : 2333(3)		
Instructional Goals	Description							
0001	Pre-Kindergarten							
1110	Regular Education, K-12			4.48	.75	66.00	1.00	.25
3100	Alternative Schools							
3200	Continuation Schools					.50		
3300	Independent Study Centers					.50		
3400	Opportunity Schools							
3550	Community Day Schools							
3700	Specialized Secondary Programs							
3800	Career Technical Education							
4110	Regular Education, Adult							
4610	Adult Independent Study Centers							
4620	Adult Correctional Education							
4630	Adult Career Technical Education							
4760	Bilingual							
4850	Migrant Education							
5000-5999	Special Education (allocated to 5001)							
6000	ROC/P							
Other Goals	Description							
7110	Nonagency - Educational							
7150	Nonagency - Other							
8100	Community Services							
8500	Child Care and Development Services							
Other Funds	Description							
	Adult Education (Fund 11)							
	Child Development (Fund 12)							
	Cafeteria (Funds 13 & 61)							
C. Total Allocation Fa	actors	0.00	0.00	4.48	.75	67.00	1.00	.29

# Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

46 70177 0000000 Form SIAA E8A8NYABDH(2023-24)

		ILL FUNDS	-		-			H(2023-24
		Costs - fund I		t Costs - fund I	Interfund	Interfund	Due From	Due To
Description	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	308,857.51		
Fund Reconciliation							0.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail	0.00	0.00	0.00	0.00	0.00	0.00		
Fund Reconciliation					0.00	0.00	0.00	0.00
12 CHILD DEVELOPMENT FUND							0.00	0.00
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail	0.00	0.00	0.00	0.00	0.00	0.00		
Fund Reconciliation					0.00	0.00	0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND							0.00	0.00
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail	0.00	0.00	0.00	0.00	8,857.51	0.00		
Fund Reconciliation					0,007.51	0.00	0.00	0.00
14 DEFERRED MAINTENANCE FUND							0.00	0.00
	0.00	0.00						
Expenditure Detail	0.00	0.00			0.00	0.00		
Other Sources/Uses Detail					0.00	0.00	0.00	
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND	2.5							
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		

# Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

46 70177 0000000 Form SIAA E8A8NYABDH(2023-24)

		LL FUNDS	<del>-</del>		<del> </del>			1(2023-24
		Costs - fund I		Costs - fund	Interfund	Interfund	Due From	Due To
Description	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					300,000.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								

# Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

	<u> </u>	1 1			<u> </u>		<u> </u>	
		Direct Costs - Interfund		t Costs - rfund I	Interfund	Interfund	Due From	Due To
Description	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								- 5.50
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail	3.00	5.50			0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND							<b>-</b>	<b>-</b>
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND							0.00	0.00
Expenditure Detail								
Expenditure Detail							li	

Sierra-Plumas Joint Unified Sierra County

#### Unaudited Actuals 2023-24 Unaudited Actuals SUMMARY OF INTERFUND ACTIVITIES FOR ALL FUNDS

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Description		Costs - fund Transfers Out 5750		Costs - fund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	0.00	0.00	0.00	0.00	308,857.51	308,857.51	0.00	0.00

Teacher	Site	Credential	Subject/Grade	Sections E	C § Section	
Binkley, M	LHS	Single Subject Math	HSS 8	1	44865	Necessary Small School
			HSS 7	2	44865	Necessary Small School
			World History	1	44865	Necessary Small School
			US History	1	44865	Necessary Small School
Bolle', R	DVL	Biological Science,	Math 7/8	1	44865	Necessary Small School
Bollo , TC		Social Science	Journalism/Yearbook	1 1	44865	Necessary Small School
		Coolai Colorio	Chemistry 11/12	1	44865	Necessary Small School
			Astronomy	1	44865	Necessary Small School
Corcoran, A	LHS	Single Subject Social Science	Spanish 1	2	44865	Necessary Small School
			Spanish 2	2	44865	Necessary Small School
Doyle, P	Sierra Pass	Multiple Subject	Math 7-12	TBD	44865	Alternative School
Boylo, I	Ciona i acc	Manpio Gabjoot	Social Science 7-12	TBD	44865	Alternative School
			Science 7-12	TBD	44865	Alternative School
			English	TBD	44865	Alternative School
			ISP K-12	TBD	44865	Alternative School
Fillo, S	DVL	Standard Secondary Ind Arts w/				
		supplemental Geology	Math 11/12	1	44865	Necessary Small School
			PE 7-10	1	44865	Necessary Small School
			Woods	1	44865	Necessary Small School
			Metals	1	44865	Necessary Small School
Markee, S	DVL	Multiple Subject	11/12 English	1	44865	Necessary Small School
		Music	Alg 1	1	44865	Necessary Small School
			Drama	1	44865	Necessary Small School
			9/10 English	1	44865	Necessary Small School
			Future Focus 9/10	1	44865	Necessary Small School
Rosecrans, J	LHS	University Intern Science:			440.7-	
			Earth Science	1	44865	Misassignment
			Study Skills	1	44865	Misassignment

Schaffnit, C	LHS	University Intern English	Economics	1	44865	Misassignment
Torricelli, S	LHS	Single Subject Physical Education	Health 7	1	44865	Necessary Small School
			Future Focus/Geography	1	44865	Necessary Small School
Williams, A	LHS	Biological Science	Course 3	1	44865	Necessary Small School
			Geometry 9-12	2		Necessary Small School
			Algebra I 9-12	2		Necessary Small School
			Algebra II 9-12	1	44865	Necessary Small School
			doc:Assignment monitor/2024-	2025local tead	ching assignmen	Sep-
LHS=Loyalton H	igh 7-12 e Jr/Sr High 7-12					
	Pass Continuation					



# **SB 153: K-12 Omnibus**

What LEAs Need to Know About Education Code Changes Related to the California College Guidance Initiative

### **Background**

The California College Guidance Initiative (CCGI) manages <u>CaliforniaColleges.edu</u>, the State of California's official college and career planning platform for 6th-12th grade students. The platform is free and serves as an infrastructure for postsecondary planning, data-driven student guidance, and the sharing of student records from K-12 Local Education Agencies (LEAs) to California's public higher education systems and the California Student Aid Commission (CSAC).

As a component of the <u>Cradle-to-Career Data System (C2C)</u>, CCGI works to improve transitions from K-12 to higher education by streamlining the college and financial aid application processes for students, while providing educators with the information necessary to inform data-driven counseling practices and real-time decision-making.

#### SB 153 Resource Link

SB 153 Education finance: education omnibus budget trailer bill

# **Education Code History and Updates**

In 2021, AB 132 was enacted, including EDC § 60900.5, which charged CCGI with:

1. Ensuring all 6th-12th grade students have "transcript-informed" accounts on CaliforniaColleges.edu.

EDC § 60900.5 (AB 132) previously established a goal of full participation in CCGI for LEAs serving 9-12 grade students by June 30, 2026. This data collection was originally proposed as an addition to the California Longitudinal Pupil Achievement Data System (CALPADS) submissions.

#### July 2024 SB 153 Update:

- EDC § 60900(f)(3) requires that all California public local educational agencies serving 9-12th grade students:
  - Enter into a data-sharing agreement with CCGI by January 1, 2026.
  - Include clear and distinct information about the use of this data in annual Family Educational Rights and Privacy Act (FERPA) notifications (also in EDC § 51229).
  - Provide transcript-informed "Partner Accounts" to their students by June 30, 2026, leveraging the technological capabilities of their Student Information System (SIS) provider to facilitate data exchange.



- This will reduce the workload on existing CCGI Partner Districts while enabling districts with lower or inconsistent data capacity to send reliable transcript data more easily.
- Confirm completed courses, final grades, and graduation dates in a year-end file.
- Use reports and technical assistance from CCGI to maintain at least 90% alignment between A-G coursework, as listed in the local SIS, and how those courses are registered in the University of California Office of the President (UCOP)'s Course Management Portal (CMP).

# 2. Providing final transcripts to the public higher education systems and transcript level data to CSAC.

- To facilitate this, CCGI developed the <u>California High School Transcript and Student Record Portability Standard</u> ("the Standard") and its associated Data Specification ("the Spec") in collaboration with the California Department of Education (CDE), California Community Colleges Chancellor's Office (CCCCO), California State University Chancellor's Office (CSUCO) and the University of California Office of the President (UCOP). The <u>Data Element Templates</u>, which outline how data may be submitted to CCGI, are provided in CCGI's Terms and Conditions of Partnership.
  - The Standard and Spec define the data elements that are required for a high school course record to be electronically transmitted and successfully interpreted by California public colleges.
  - The final electronic transcript provided by CCGI does not replace the high school transcript for local purposes, graduation determination, or the need to send final traditional transcripts (such as PDF) to the higher education institutions that students will attend. Rather, the unified final transcript data provided by CCGI will be used to accelerate admissions and financial aid processing, where applicable.

#### July 2024 SB 153 Update:

- EDC § 49083.5:
  - California School Information Services (CSIS) will notate SIS providers' compliance with the Standard and Spec and the format in which they can pass data to CCGI.
  - SIS providers are precluded from passing any cost associated with these statewide enhancements to their products onto the LEAs.
- Establishes CaliforniaColleges.edu as the **future** state infrastructure (exact timelines TBD) through which:
  - EDC § 51225.7: Data elements to support the determination of eligibility for Cal Grant awards will be submitted to CSAC.



- 3. Pre-populating applications to the CCC, CSU, and UC systems with students' courses, grades, and demographic information.
  - The ability for students to import their high school coursework into their California State University (CSU) and/or University of California (UC) applications is complete. CCGI is working with the California Community Colleges (CCC) now to enhance data sharing and application integrations.

#### July 2024 SB 153 Update:

- Establishes CaliforniaColleges.edu as the <u>future</u> state infrastructure (exact timelines TBD) through which:
  - o EDC § 48800 and 76225:
    - CCC must provide CCGI with college courses and grades completed by high school students for integration into a "unified high school transcript" (electronic).
    - This unified data flows from CCGI to California's public colleges and universities to simplify the admissions/enrollment processes for students and schools.
- 4. Developing college, career, and financial aid lessons and tools that facilitate college and career planning for students, families, and the educators serving them.
  - EDC § 51225.8 (2018) requires each school district to ensure that every student receives information about how to complete the Free Application for Federal Student Aid (FAFSA) or California Dream Act (CADAA), prior to entering 12th grade.
  - CaliforniaColleges.edu includes a full set of grade-appropriate college, career, and financial aid planning lessons and is the free tool provided by the State of California to align with the content requirements of EDC§ 51225.

#### July 2024 SB 153 Update:

 Language updated through SB 153 indicates that all LEAS must advise 11th grade students to complete the 11th grade Financial Aid Lessons on CaliforniaColleges.edu.

#### **Learn More and Contact CCGI**

- To learn more about the California College Guidance Initiative, visit <a href="https://www.cacollegeguidance.org/">https://www.cacollegeguidance.org/</a>
- To begin moving your LEA toward partnership, please contact communityengagement@californiacolleges.edu



#### K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT

#### THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:
The California College Guidance Initiative

And

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

Agreement No. 00009970

This K-12 Data Sharing and Services Partnership Agreement ("Agreement") is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT /SIERRA COUNTY OFFICE OF EDUCATION ("Local Educational Agency" or "LEA"), collectively ("Parties") to set forth the roles and responsibilities of the Parties related to LEA's uploading of its students' Education Records to <a href="www.CaliforniaColleges.edu">www.CaliforniaColleges.edu</a> ("CaliforniaColleges Website") and Foundation's provision of account support services on the CaliforniaColleges Website, the state of California's official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a "school official" with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

#### I. <u>DEFINITIONS</u>

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

"Agreement" shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI's practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI's security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days' notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at <a href="https://www.cacollegeguidance.org/tcp/">https://www.cacollegeguidance.org/tcp/</a>. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

Terms and Conditions of Partnership
Data Privacy and Security Addendum
Data File Specifications

"CaliforniaColleges Website" shall mean the website located at <a href="www.CaliforniaColleges.edu">www.CaliforniaColleges.edu</a>. The Foundation is responsible for directly contracting and compensating a third-party technology vendor ("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as <a href="www.CaliforniaColleges.edu">www.CaliforniaColleges.edu</a>.

**"Education Record"** shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

#### II. TERM AND TERMINATION

- **A.** <u>Term</u>. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement and will continue until terminated by either Party. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.
- **B.** Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

#### III. DISTRICT RESPONSIBILITIES

#### A. Data Sharing

- LEA shall comply with all applicable federal and state laws regarding privacy and security of
  Education Records and Student Data, including but not limited to those identified and discussed in the
  Data Privacy and Security Addendum attached at <a href="https://www.cacollegeguidance.org/tcp/">https://www.cacollegeguidance.org/tcp/</a> and
  hereby incorporated by reference.
- 2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
- 3. LEA agrees to verify accuracy of courses entered by LEA into the University of California ("UC") Course Management Portal ("CMP") at the UC Office of the President.
- 4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at https://www.cacollegeguidance.org/tcp/, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
  - a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System ("SIS") into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA's SIS provider, data may alternatively be shared via said API.

#### **B.** Implementation

- 1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.
- 2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.

- 3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
- 4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, "Educator Account Creation, Authorization, and Maintenance" attached at <a href="https://www.cacollegeguidance.org/tcp/">https://www.cacollegeguidance.org/tcp/</a> and hereby incorporated by reference.

#### IV. <u>FOUNDATION RESPONSIBILITIES</u>

- **A.** <u>Technical and Service Level Support</u>. The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to operations@californiacolleges.edu in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.
- **B.** Fees and Payments for Services. Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.
- **C.** <u>Scope of Services.</u> "Services" means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.
  - Foundation shall provide the necessary support for the integration of Education Records and Student
    Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to
    cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance
    with the requirements and instructions as more fully set forth and incorporated herein as Data File
    Specification available at https://www.cacollegeguidance.org/tcp/ to this Agreement.
  - 2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University ("CSU"), California Student Aid Commission ("CSAC"), and UC systems for verified transcript data.
  - 3. Foundation will provide an audit report of LEA's a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
  - 4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
  - Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
  - 6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
  - 7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
  - 8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid ("FAFSA") from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and

- which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.
- 9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
- 10. Foundation shall provide the following support for LEA:
  - a) Technical assistance to support alignment between LEA's a-g course list in the UC CMP and the LEA SIS.
  - b) Training opportunities.
  - c) Implementation planning and support for strategic goal setting.
  - d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

#### V. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:

CCGI:	LEA:
Name: Contracts Manager	Name: Sean Snider
Email: ccgicontracts@californiacolleges.edu	Email: ssnider@spjusd.org
Mailing Address:	Mailing Address:
Foundation for California Community Colleges	Sierra-Plumas Joint Unified School District/
1102 Q Street, Suite 4800	Sierra County Office of Education
Sacramento, CA 95811	P.O. Box 955
	Loyalton, CA 96118

#### THE PARTIES HEREBY EXECUTE THIS AGREEMENT

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT /SIERRA COUNTY OFFICE OF EDUCATION	FOUNDATION/CCGI
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:





### Terms and Conditions of Partnership | CaliforniaColleges.edu

The following capitalized terms when used in this Terms and Conditions of Partnership shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined. These Terms and Conditions of Partnership are incorporated into the Data Sharing and Services Agreement, all references to the "Agreement," shall be a reference to the Data Sharing and Services Agreement or such documents incorporated by reference into that Agreement. References to LEA shall be to the applicable Local Educational Agency entering into the Agreement with the Foundation for California Community Colleges, on behalf of the California College Guidance Initiative ("Foundation" or "CCGI").

"Confidential Information" shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as "confidential" or "proprietary" at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

"CaliforniaColleges Website" shall mean the Internet website located at <a href="www.CaliforniaColleges.edu">www.CaliforniaColleges.edu</a>. The Foundation is responsible for directly contracting and compensating a third-party technology vendor ("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, available at <a href="https://www.cacollegeguidance.org/tcp/">https://www.cacollegeguidance.org/tcp/</a> herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Misuse" shall have the meaning as set forth in Section IV.A of the Terms and Conditions of Partnership.

"Party" or "Parties" shall mean either Foundation, on behalf of CCGI, or LEA, or both.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the





CaliforniaColleges Website, as assigned to the student or parent or legal guardian by LEA. Student Data includes Personally Identifiable Information. Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

"Services" means the services and levels of support offered by Foundation and accepted by LEA, as described in Section IV.C of the K-12 Data Sharing and Services Partnership Agreement.

"Software" shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"System User" shall mean any student or parent/guardian whose Student Data are disclosed to the CaliforniaColleges Website by the LEA or by a student (or parent/guardian) who is assigned to use the CaliforniaColleges Website by the LEA.

### I. <u>EDUCATOR ACCOUNT CREATION, AUTHORIZATION, AND MAINTENANCE</u>

- **A.** LEA authorizes CCGI to provide LEA's designated lead educator ("LEA Admin") with the ability to designate appropriate LEA educators with access to educator accounts. LEA Admin shall be responsible for creation of educator accounts for approved educators at LEA.
- **B.** LEA shall identify the individual who will lead educator account creation at LEA. The LEA Admin will be assigned an administrator role on CaliforniaColleges.edu, this individual must be selected by the LEA's Superintendent, or their designee.
- **C.** CCGI shall maintain educator accounts for LEA on CaliforniaColleges Website that allows educators at LEA to access applicable student accounts on CaliforniaColleges Website. This may include providing educators at the LEA access to student accounts generated with data provided by the California Department of Education, instead of LEA-provided data.
- **D.** It shall be LEA's responsibility, specifically the LEA Admin's responsibility, to maintain educator accounts across the LEA, which includes deleting accounts for those who leave the LEA or should otherwise no longer have access to an educator account.
  - LEA Admin and any other LEA employees with administrative access on CaliforniaColleges Website shall be required to attend an informational meeting (whether recorded or live) to learn about the permissions of their new account, what student data they have access to, and review basic educator account management features in order to comply with their responsibility to protecting/safeguarding Student Data.





#### II. <u>INTELLECTUAL PROPERTY</u>

**A.** <u>Data Ownership.</u> Foundation acknowledges and agrees that Education Records provided by the LEA continue to be the property of and under the control of the LEA.

#### B. Proprietary Rights and Licenses

- 2. <u>Reservation of Rights</u>. Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights in the Software. No rights are granted to LEA hereunder other than as expressly set forth herein.
- 3. <u>License by LEA to Use Feedback</u>. LEA grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by LEA or Users relating to the operation of the Services.

#### III. INDEMNIFICATION AND INSURANCE

#### A. Indemnification Obligations of the Parties in the Event of A Data Breach

#### 1. Foundation

- A. Foundation's indemnification obligations under this Section III.A.1 shall continue in full force and effect during the Term of the Agreement.
- B. Foundation shall, at its own expense, indemnify, defend, and hold harmless LEA from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by LEA as defined in Section IV.A of below; (2) any action or inaction by LEA or any officer, director, employee, affiliate, contractor, or subcontractor of LEA; or (3) any action or inaction by a System User.
- C. LEA shall promptly (and in no event more than ten (10) calendar days after LEA receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section III.A.1.
- D. Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.





#### 2. LEA

- A. LEA's indemnification obligations under this Section III.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- B. LEA shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from LEA's Misuse of the CaliforniaColleges Website or System or any action or inaction by LEA or any officer, director, employee, affiliate, contractor, or subcontractor of LEA
- **B.** Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section III.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

#### C. Insurance

- 1. <u>LEA.</u> At LEA's sole cost and expense, LEA will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of LEA and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. LEA, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by LEA and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.
- 2. <u>Foundation</u>. At Foundation's sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all





owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; cybersecurity and data breach insurance with a combined single limit of no less than two million dollars (\$2,000,000.00) per occurrence; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish LEA with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by LEA.

#### IV. OTHER TERMS AND CONDITIONS

- A. <u>Misuse of CaliforniaColleges Website</u>. LEA acknowledges and agrees that this Section IV.A shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections IV.A.1 through IV.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IV.A in Foundation's sole discretion. LEA agrees that it shall not, nor allow any System Users under the direct control of LEA to engage in any of the acts as set forth below:
  - 1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;
  - 2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
  - 3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
  - 4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
  - 5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
  - 6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
  - Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
  - 8. Violate the CaliforniaColleges Website terms of use or violate the terms of use for any Foundation or third party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.





#### **B.** Confidential Information

- 1. LEA and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:
  - A. Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IV.B;
  - B. Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
  - C. Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and
  - D. Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.
- 2. The obligations of a Recipient pursuant to this Section IV.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.
- 3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement





the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

#### C. Representation, Warranties and Covenants of the Parties

- 1. Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.
- 2. Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by LEA or any System User.
- 3. <u>Relationship of the Parties</u>. Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, LEA, and LEA shall have no right to enter into agreements or otherwise bind Foundation.
- 4. <u>Due Authorization</u>. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.
- 5. <u>Instruments</u>. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.





- 6. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection
- **D.** <u>Disclaimer of Warranties</u>. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LEA ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET LEA'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.
- E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LEA'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LEA'S DIRECT DAMAGES, ACTUALLY INCURRED. FOUNDATION, (INCLUDING PROVIDERS, VENDOR, AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) DIRECTLY OR INDIRECTLY FROM FOUNDATION'S OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY





FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. LEA ACKNOWLEDGES THAT FOUNDATION PROVIDES THESE SERVICES WITHOUT A FEE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

- **F.** Data Quality Maintenance. Foundation shall provide a written notice (either by e-mail or physical mail delivery to the LEA's authorized notice recipient) to LEA in the event the quality of LEA Student Data and/or Education Records uploaded onto CaliforniaColleges.edu is outdated or otherwise insufficient, as determined by Foundation. In the event LEA fails to remedy such deficiencies within sixty (60) calendar days, Foundation reserves the right to:
  - 1. Convert accounts from LEA-provided data to "Basic Accounts" (where Student Data or Education Records are provided through CalPADS data from the California Department of Education).
  - 2. Disable transcript-informed functionality for LEA and LEA System Users.

In order to ensure that student accounts are populated with current and accurate data, LEA shall:

- 1. Provide data elements according to the Data File Specifications and manifest file uploads on a minimum monthly basis, though a weekly upload frequency is strongly recommended, in order to ensure alignment between the districts SIS and data as displayed on CaliforniaColleges.edu and as passed to higher education systems.
- 2. Provide graduation elements and end of year course grades according to the Data Specifications in a timely manner, in support of CSU and UC final transcript submission timelines.
- 3. Be responsive to CCGI's notifications and support to investigate and resolve data quality and/or accuracy concerns.
- **G.** <u>Mutual Audit Rights of the Parties</u>. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length, and terms of such audits in good faith between each Party's representatives.
- **H.** <u>Independent Status</u>. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of LEA.





- I. <u>Waiver</u>. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- **J.** <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
- **K.** <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.
- **L.** Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and LEA regarding such subject matter.
- **M.** Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.
- N. <u>Authority to Bind</u>. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.
- **O.** <u>Survival</u>. Sections II, III, IV(A-F), IV(J), and IV(O-P) of these General Terms and Conditions of Partnership shall survive Termination of the Agreement. Additionally, any terms and conditions in the Agreement that require a Party to continue an obligation (such as the Foundation's obligation to delete data following termination of the Agreement) shall survive Termination of the Agreement.
- **P.** <u>Severability</u>. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.
- Q. Education Code § 49406 and 45125.1. Prior to having contact with LEA students, Foundation employees, agents, or volunteers that will have more than limited contact with LEA students will receive a criminal background check pursuant to California Education Code § 45125.1. Foundation shall conduct criminal background checks through the California Department of Justice ("CDOJ"), including both CDOJ and Federal Bureau of Investigation ("FBI") background checks, and must obtain





subsequent arrest notification. Foundation certifies that no Foundation employee, agent or volunteer who has been convicted of a serious or violent felony as defined by California Education Code § 45125.1 (citing California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 44011, or any other offense that renders Foundation proximity to children or services to the LEA inappropriate, shall have contact with LEA students under this Agreement. Additionally, Foundation shall maintain on file documents confirming that Foundation/CCGI Parties received a Tuberculosis (TB) test or TB assessment that complies with the requirements of California Education Code § 49406.





#### **DATA PRIVACY AND SECURITY ADDENDUM**

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act of 1998 ("COPPA"), California Education Code Section 49073.1, and California Business and Professions Code Section 22584, commonly referred to as the "Student Online Personal Information Protection Act" (or "SOPIPA"). All Parties shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in this Data Privacy and Security Addendum ("DPA"). Definitions for capitalized terms are provided at the end of this DPA.

The Foundation for California Community Colleges ("Foundation"), on behalf of its fiscally sponsored project, the California College Guidance Initiative ("CCGI") (may be referred to as "Foundation" or "CCGI" throughout), receives public funding via the state of California, for the purpose of developing, operating, and maintaining CaliforniaColleges.edu ("CaliforniaColleges Website"). Foundation, on behalf of CCGI, sub-contracts with a third-party vendor ("Vendor") to perform the development, operation, and maintenance work on the CaliforniaColleges Website. Foundation staff perform data analysis, LEA support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as manage data sharing relationships and technological articulations with institutions of higher education and financial aid providers. CCGI has been authorized by the state of California to provide services to all LEAs in the State of California. In this capacity CCGI operates as an authorized provider of outsourced institutional services (see 34 C.F.R. § 99.31(a)(1)(B)). CCGI's statewide role is described in California Education Code § 60900.5 and § 10861.

Foundation Contact for Security Inquiries
Matthew Crownover
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916.956.7542
Mcrownover@foundationccc.org

Vendor Contacts for Data Privacy and Security Inquiries
Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534





#### I. DATA COLLECTION

- A. As the official provider of college and career planning tools and services for the State of California, CCGI collects Student Data pursuant to the method described in the Data Specifications posted at: https://www.cacollegeguidance.org/tcp/
- B. CCGI acknowledges and agrees that Education Records, including Student Data, provided by the participating Local Educational Agency ("LEA") continue to be the property of and under the control of the LEA. However, CCGI, intends to retain LEA Education Records, including Student Data for both current and former students unless deletion is requested by the LEA, in order to perform its function under the Education Code. Current and former students may follow the privacy policy on CaliforniaColleges.edu, which describes the way in which they may view and/or delete their accounts.
- C. A parent, legal guardian, or Eligible Student must contact LEA to correct any erroneous information that was uploaded by LEA into a CaliforniaColleges Website account, as the LEA is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by LEA, LEA shall notify Foundation and provide the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation shall upload the amended transcript file within a commercially reasonable time.
- D. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Agreement, any Student Data uploaded by LEA will not be retained or available to Foundation or any third party upon termination of this Agreement, except for the purposes of converting a System User's account to an account provisioned with data from the California Department of Education.

#### E. Handling of Data Following Termination of Agreement

1. Deletion of Data. Education Records provided under the Agreement shall be destroyed by Foundation and Vendor upon termination of this Agreement or within thirty (30) days from the date on which LEA requests destruction of the data or determines that such Education Records and/or Student Data are no longer needed for the purposes of this Agreement. In order to commence the procedure for requesting destruction of Education Records and/or Student Data, LEA shall provide written notice to the Foundation requesting destruction of the data. Upon receipt of LEA's written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty (30) days after the Termination Date that Education Records and Student Data are no longer retained or accessible to the Foundation and Vendor. This section shall not apply to Education Records or Student Data used by CCGI to convert a System User's account to an account using California Department of Education data.





- 2. Requests for Return of Data to LEA. In lieu of destruction of Education Records, as provided in Section I.E.1 of this DPA, the LEA may request return of the data. In the event of such a request, the LEA shall provide thirty (30) days advance written notice to the Foundation. Upon request and notice by LEA in accordance with this Section I.E.2 of this DPA, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by LEA and reasonably acceptable to Foundation. LEA shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the LEA.
- 3. Retention of Student Data by the System User after Termination. The Parties acknowledge and agree that the requirements provided in Section I.E.1 of this DPA shall not apply to data entered or created by the student or the student's parent/guardian onto CaliforniaColleges Website. Foundation shall retain System User access credentials to allow System Users to retain access to their student generated data after termination of this Agreement.

#### II. DATA USE

- A. The information described in the Data File Specifications available at <a href="https://www.cacollegeguidance.org/tcp/">https://www.cacollegeguidance.org/tcp/</a> is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. The Education Records shared with Foundation may only be used as specifically required or permitted by this Agreement.
- C. Foundation shall not sell, use or permit any third party to use Education Records and/or Student Data for commercial purposes or for targeted advertising.

#### III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Agreement:
  - 1. Foundation (collects and maintains Student Data).
  - 2. Vendor (maintains Student Data).
  - 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services and will not directly process or access content).





- 4. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement, and supportive services).
- 5. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis.
- 6. Any Financial Aid Organization to which a System User has applied for aid, or with whom the LEA has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
- 7. The LEA's County Office of Education for the purpose of assisting in planning or preparing for college or a career, seeking admission to college or financial aid for college, and/or research and analysis to help improve instruction and student success.
- 8. If the LEA is a charter school, Foundation may provide Student Data to LEA's charter-authorizing entity pursuant to the Charter Schools Act (Education Code section 47600 et seq.) Upon request by Foundation, Charter schools must provide to Foundation a list of the schools and County-District-School ("CDS") codes of sites they are authorized to share Student Data with.
- 9. Foundation may provide Student Data in an aggregated or non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program or to inform research and evaluation related to state funded grant programs that require participation in CCGI.
  - a) If the LEA is a participant in a grant funded college and/or career readiness collaborative, funded by a state or local agency, in which provision of accounts on CaliforniaColleges.edu is a grant requirement, Foundation may provide Student Data in an aggregated, non-personally identifiable form, to such state and local entities and any collaborative lead agencies for the purpose of evaluating career college readiness services or streamlining eligibility for services. CCGI will not share LEA data under this section, unless CCGI and the funding entity have entered into an agreement regarding use and security of LEA's aggregate, de-identified data.
  - b) Foundation may also provide aggregate level data to California public institutions of higher education ("IHE") in order to support IHE's in their outreach, admissions, and placement efforts to drive and improve student outcomes.
  - c) Foundation may also disclose aggregate level data to state agencies including, but not limited to: Cradle to Career Data System, CSAC, and the California Department of Education in order to support inter-segmental cooperation and help identify where





information or support can help students to optimize their post-secondary opportunities.

B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training upon hire and on an annual basis to staff handling Student Data. The training covers Federal, State, and local regulations for maintenance of Student Data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

#### IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify LEA in accordance with its obligations under applicable law, but in any event within one business day of discovery of a Data Breach.
- B. LEA is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Student Data in question. The Foundation shall cooperate with the LEA in providing such notices and opportunities to review and challenge the content of the Student Data.
- C. LEA agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

#### V. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

"Confidential Information" shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing.





"Data Breach" shall mean actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

"Party" or "Parties" shall mean either Foundation, on behalf of CCGI, or LEA, or both as applicable.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by LEA. Student Data includes Personally Identifiable Information. Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

"Services" means the services and levels of support offered by Foundation and accepted by LEA, as described in Section IV.C of the K-12 Data Sharing and Services Partnership Agreement.

"Software" shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"System User" shall mean any student or parent/guardian whose Student Data are disclosed to the CaliforniaColleges Website by the LEA or by a student or parent/guardian who is assigned to use the CaliforniaColleges Website by the LEA.



# **CCGI Course Catalog Data Element Template for CaliforniaColleges.edu**

The Course Catalog is used to give students an accurate list of courses to choose from when developing their academic plans in the My Plan. **All field headers are required.** Please note the following:

All fields with a "Y" in the "Data Required" column must contain a valid value.

Field Name	Req'd	Description	Values	Notes
CDSCode	Y	Statewide School Code	14 digit #	Numeric. May start with 0.
Graduation Requirements	I Y I A-G SUDJECT AN		A, B, C, D, E, F, G, Z	Defines the subject area in which the course will be displayed on the student's course plan as it correlates to a-g courses for the UC and CSU.  A "Z" value denotes a non a-g course.  Must be a single character.  *If null populate with "no data provided"
Subject	Y Subject area for the course Free Text		Free Text	This is the subject area for the content of the course. This is not the CSU/UC A-G subject area. Usually this captures Graduation Requirements.
CourseTitle	Y Transcript abbreviation Free Text		Free Text	Also known as the transcript abbreviation. *If null populate with "no data provided" **Must strip
Description	Y	Long name of course	Free Text	Also known as the long title of the course. *If null populate with "no data provided"
CourseNumber	Y	Local Course ID	Alphanumeric	Also known as the Local Course ID. Cannot be blank. If unknown, then use "9999".
CourseDuration	Y	Length of the course Curriculum	Alpha	Semester
Academic	Y			Please only send Academic Courses



Credits	Y	Credit Value	Numeric	Usually quarter courses are 2.5 units, semester courses are 5 units and full year courses are 10 units.
Honors	Y	Advanced Coursework	Honors, AP, IB	Note that: blank = non-advanced course.
Offered	Y	Active	Y, N	Indicates if the course is currently being offered.
SchoolType	Y		Alpha	Middle/High
Year	Y	Academic Year	Numeric	2023-2024
StateCourseCode	Y	CALPADS State Course Code	4 digit #	This is the state course code and is used for CALPADS state reporting. If null, then use "9999".

## **File Structure Requirements**

- File names must have the .csv extension.
  Files must be UTF-8 encoded with no byte order mark.
  Files must contain a header row containing all field headers listed above.
  Fields containing commas must be enclosed within double quotes.
- File name format: {districtname}\_Course Catalog\_Template\_yyyymmdd.csv



# **CCGI Course Grade Data Element Template for CaliforniaColleges.edu**

The Course Grade Template is designed to enable the upload of students' courses and course grades. **All field headers are required.** Please note the following:

- All fields with a "Y" in the "Data Required" column must contain a valid value.
- All fields with an "N" in the "Data Required" column can be left blank.

Field Name	Data Req'd	Description	Values	Notes
StateID	Y	Student State ID (SSID)	10 digit #	Numeric.
CDSCode	Y	Statewide School Code, where the course was taken; corresponds to the CourseCDSCode in the District Data Specification V1	14 digit #	Numeric. May start with 0. (Out-of-State, Out-of-Country and College Course use 99999999999999)
ATPCode	Y	CEEB code as assigned by the College Board, where the course was taken; corresponds to the CourseCEEBCode in the District Data Specification V1	6 digit #	Numeric. May start with 0. 4 digit numbers may be left padded with 00. (use 111111 if unknown)
CourseInstitutionName	N	Name of the institution where the course was taken	Free Text	Alphanumeric. This field is encouraged especially when Course CDS Code is not available and Course CEEB Code is not sufficiently descriptive (such as for an international high school)
IsWorkInProgress	Y	Identifies if the course is in progress or completed.	Y, N	Y indicates work in progress.
GradeLevel	Y	Grade level when the course was taken; corresponds to the CourseGradeLevel in the District Data Specification V1	07, 08, 09, 10, 11, 12	2 digits, for example 8 should be 08





SchoolYear	Y	School year when the course was taken	YYYY-YY	Example: 2022-23
TermDescription	N	Name of the term the course was taken, as determined by the HS	Free Text	Alphanumeric. Example: Fall Semester
Term	Y	Term the course was taken, as best mapped to the UC and CSU acceptable term values	Quarter: Q1, Q2, Q3, Q4 Trimester: T1, T2, T3 Semester: S1, S2 Summer: SS1, SS2 Full Year: F	
CourseCurriculumTerm	N	Term of content delivered during a course, which may not be the course term according to the calendar	Quarter: Q1, Q2, Q3, Q4 Trimester: T1, T2, T3 Semester: S1, S2 Summer: SS1, SS2 Full Year: F	
LocalCourseID	Y	The Local ID for a given course	Free Text	Alphanumeric.
TranscriptAbbreviation	Y	The course abbreviation included on a student's transcript	Free Text	*Best practice is to include the Transcript Abbreviation that is submitted to CMP (UC's A-G Course Management Portal).
SubjectArea	Y	The a-g subject area for a course as determined by the HS	A, B, C, D, E, F, G, Z	Enter Z for non a-g coursework.
AcademicIndicator	N	Advanced coursework indicator	Advanced Placement: AP International Baccalaureate: IB Honors: H	If blank/null, considered non-advanced course.



DualEnrollmentIndicator	N	Dual Enrollment Indicator	Dual Enrollment: DE	If blank/null, considered a non-dual enrollment course.
CreditsAttempted	Y	Number of credits or units attempted for the course	Numeric	5 is generally accepted as full credit for a semester course
CreditsEarned	Y	Number of credits or units earned for the course	Numeric	5 is generally accepted as full credit for a semester course
CourseGrade	Y	+/- A, B, C, D, or F letter grade earned for a course, or an indication of another status	Free Text	Alphanumeric. If IsWorkInProgress= Y, it must contain "WIP". While any value will appear on a final transcript, only letter grades +/- A, B, C, D, and F are permitted for application integration (other than the COVID exception year where P, Pass, C, and CR are also accepted).

# **File Structure Requirements**

- File names must have the .csv extension.
  Files must be UTF-8 encoded with no byte order mark.
- Files must contain a header row containing all field headers listed above.
- Fields containing commas must be enclosed within double quotes.
   File name format: {districtname}\_CourseGrade\_Template\_yyyymmdd.csv



# CCGI High School Graduate Data Element Template for CaliforniaColleges.edu

The High School Graduate Template is designed to enable the upload of students' graduation status to detach the student from the school so the account will remain active and accessible for graduated students. **All field headers are required.** Please note the following:

All fields with a "Y" in the "Data Required" column must contain a valid value.

Field Name	Data Req'd	Description	Values	Notes
CDSCode	Y	Statewide School Code for the school graduating the student; corresponds to the GradCDSCode in the District Data Specification V1	14 digit#	Numeric. May start with 0.
StateID	Y	Student State ID (SSID)	10 digit #	Numeric.
GRAD_DATE	Y	Date the student graduated from HS; corresponds to the GradDate in the District Data Specification V1	YYYYMM	Past or present values only.
HAS_GRADUATED	Y	Indicator to confirm graduation has occurred; corresponds to the GradIndicator in the District Data Specification V1	Y, N	

#### **File Structure Requirements**

- File names must have the .csv extension.
- Files must be UTF-8 encoded with no byte order mark.
- Files must contain a header row containing all field headers listed above.
- Fields containing commas must be enclosed within double quotes.
- File name format: {districtname}\_HG\_Template\_yyyymmdd.csv



## **CCGI Student Data Element Template for** CaliforniaColleges.edu

The Student Template is designed to enable the creation of multiple student accounts. All field headers are required. Please note the following:

- All fields with a "Y" in the "Data Required" column must contain a valid value.
  All fields with an "N" in the "Data Required" column can be left blank.

Field Name	Data Req'd	Description	Values	Notes
PrimaryCDSCode	Y	Statewide School Code	14 digit#	Numeric. May start with 0.
LocalStudentID	Y	Student Local ID	Free Text	Alphanumeric.
StateID	Y	Student State ID (SSID)	10 digit#	Numeric.
FirstName	Y	Student Legal First Name	Free Text	Alphanumeric.
PreferredFirstName	N	Student Preferred First Name	Free Text	Alphanumeric.
MiddleName	N	Student Legal Middle Name	Free Text	Alphanumeric.
PreferredMiddleName	N	Student Preferred Middle Name	Free Text	Alphanumeric.
LastName	Y	Student Legal Last Name	Free Text	Alphanumeric.
PreferredLastName	N	Student Preferred Last Name	Free Text	Alphanumeric.
Suffix	N	Student Legal Name Suffix	I, II, III, IV, V, VI, VII, JR, SR	
DateOfBirth	Y	Student Date of Birth	MM/DD/YYYY	Past value only.
Gender	N	Student gender	Male: M Female: F Nonbinary: X	





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GradeLevel	Y	Student Grade Level (Current or Latest)	06,07,08,09, 10,11,12	2 digits, for example 8 should be 08, preferred. 1 or 2 digits, example 8 can be either 08 or 8, allowable.
GPA	Y	High School Provided GPA	Number with 2 decimal places	If no GPA, use 0.00. If GPA includes more than 2 decimals places, the GPA will be rounded.
GPAType	N	High School Provided GPA Type	Weighted, unweighted, college, other	If blank/null, considered unweighted.
CalGrantGPA	N	CalGrant GPA	Number with 2 decimal places	
NSLP	N			This data element has been retired. Please do not send data.
LOTECert	N	Language Other than English Certification	Y, N	If blank/null, considered No.
LOTECertSource		Language Other than English Notation (Method of		Alphanumeric.
LO 1 LOCITOGUIOC	N	proficiency) corresponds to the LOTECertNote in the District Data Specification V1	Free Text	Example Notation: Principal Certification





		1	1	1
FosterYouth	N	Foster Youth (Current)	Y, N	If blank/null, considered No.
ParentConsent	N			This data element has been retired.
HispanicEthnicity	N	Student Hispanic Ethnicity	Y, N	Y indicates self-identification of Hispanic Ethnicity. If blank/null, considered No.
RaceCode1	N	Student Race Code	3 digit Race Code	Uses CALPADS Code Set
RaceCode2	N	Student Race Code	3 digit Race Code	Uses CALPADS Code Set
RaceCode3	N	Student Race Code	3 digit Race Code	Uses CALPADS Code Set
RaceCode4	N	Student Race Code	3 digit Race Code	Uses CALPADS Code Set
RaceCode5	N	Student Race Code	3 digit Race Code	Uses CALPADS Code Set
EnrollmentStartDate	N	Enrollment Start Date of the Current Academic Year	MM/DD/YYYY	
EnrollmentEndDate	N	Enrollment Exit Date of the Current Academic Year corresponds to the EnrollmentExitDate in the District Data Specification V1	MM/DD/YYYY	
DistrictAssignedStudentEmailAddress	N	District Assigned Student Email Address	A valid email	Required for districts utilizing SSO
SWDIndicator	N	Students with Disabilities Indicator	Y, N	If active, Y. If blank/null, considered No.



504ProgramIndicator	Z	504 Program Indicator	Y, N	If active, Y. If blank/null, considered No.
EL	N	English Learner	Y, N	If blank/null, considered No.
AB469OptOut	Z	Students with Financial Aid Application Parent Opt Out	Y, N	Y indicates a Parent/Guardian has opted out. If blank/null, considered No.
Homeless	Z	Students currently experiencing homelessness	Y, N	If blank/null, considered No.
Migrant	Z	Students who are currently experiencing migrant status	Y, N	If blank/null, considered No.
ParentGuardianEdLevel	N	Parent/Guardian Highest Education Level	10, 11, 12, 13, 14, 15	Uses CALPADS Code Set

## **File Structure Requirements**

- File names must have the .csv extension.
  Files must be UTF-8 encoded with no byte order mark.
- Files must contain a header row containing all field headers listed above.
- Fields containing commas must be enclosed within double quotes.
- File name format: {districtname}\_StudentTemplate\_yyyymmdd.csv



# CCGI Test Grade Data Element Template for CaliforniaColleges.edu

The Test Grade Template is designed to enable the upload of students' various tests and test scores. **All field headers are required.** Please note the following:

- All fields with a "Y" in the "Data Required" column must contain a valid value.
- All fields with an "N" in the "Data Required" column can be left blank.

Field Name	Data Req'd	Description	Values	Notes
StateID	Y	Student State ID (SSID)	10 digit#	Numeric.
TestName	N	Name of the test taken	Free Text	Alphanumeric.
TestDate	N	Date the test was administered	YYYYMM	
TestAttribute	N	Attribute of the test taken	Free Text	Alphanumeric.
TestScore	N	Score of the test taken	Free Text	Alphanumeric.

## **File Structure Requirements**

- File names must have the .csv extension.
- Files must be UTF-8 encoded with no byte order mark.
- Files must contain a header row containing all field headers listed above.
- Fields containing commas must be enclosed within double quotes.
- File name format: {districtname} TestGrade Template yyyymmdd.csv



## **CCGI Manifest File Specification**

The manifest is designed to enable the automatic processing of each flat file that is loaded to the sFTP. Think of the manifest as the trigger to pick-up the files that have been loaded to their designated folders and upload the data to californiacolleges.edu.

Field Name	Req'd	Definition	Value	Example
FileName	Y		Free Text but must include the extension of the file format that must be ".csv"	CCGI_student_20220804.csv CCGI_course_grade_20220804.csv CCGI_test_grade_20220804.csv
FileType	Y	Type of data file created	Exact name of File Type created by CaliforniaColleges.edu	student course_grade test_grade

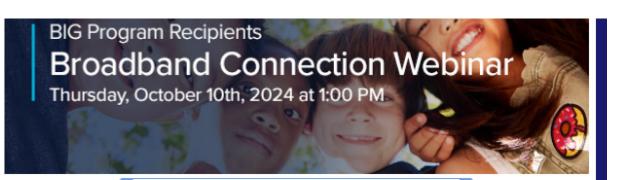
## In order to successfully process:

- File names must have the .csv extension.
- Files must be UTF-8 encoded with no byte order mark.
- Files must include a header row.
- The manifest file must be the last file uploaded to the sFTP.

## Suggested file format:

{districtname}\_ManifestTemplate\_yyyymmdd
 Example: Sacramento ManifestTemplate 20220804.csv

**Note\*\*** The course catalog and high school graduate files are processed under different logic and therefore do not require the manifest file. Please do not include these files in the manifest. The test grade file is an optional file and if the district is not providing this file, please do not include it in the manifest file.



Register for the Informational Webinar

The Corporation for Education Network Initiatives in California (CENIC) is pleased to inform you that school(s) in your district have been identified to receive a fiber broadband connection(s) via the California Department of Education's Broadband Infrastructure Grant (BIG) program.



The BIG program builds on the success of the Broadband Infrastructure Improvement Grant (BIIG) project that began in 2015. While the BIIG project focused on the need for sufficient broadband capacity for online testing, the BIG program is funded to provide fiber-based broadband connectivity to California's most poorly connected schools to enable digital learning opportunities for students.

More specifically, the BIG program will cover the cost to provision a fiber-based broadband solution from your school site to your local school district or County Office of Education.

## Memorandum of Understanding (MOU)

## Between the Corporation for Education Network Initiatives in California and Loyalton Elementary regarding Award Implementation for the Broadband Infrastructure Grant Program (BIG)

This Memorandum of Understanding ("Agreement") establishes the terms and conditions between the Corporation for Education Network Initiatives in California ("CENIC"), and Sierra-Plumas Joint Unified School District ("Agency") to procure solutions which meet the connectivity needs at the school site(s) identified in Appendix A. By virtue of Section 83 of Senate Bill (SB) 75 (Chapter No. 51, Statutes of 2019) CENIC has been directed to provide to the California Department of Education ("CDE") solutions that provide fiber broadband connectivity to the most poorly connected school sites and to execute solutions upon approval by the State Board of Education and the Department of Finance.

## 1. Background.

Section 83 of Senate Bill (SB) 75 (Chapter No. 51, Statutes of 2019) provides state funding for external fiber broadband connectivity to the most poorly connected school sites in California to allow digital learning opportunities for pupils.

## 2. Effective Date and Term.

- a. The Effective Date of the Agreement shall be the date the last party to this Agreement signs the Agreement.
- b. The Term of the Agreement shall be from the Effective Date of this Agreement through the completion of all obligations within this Agreement.

## 3. Definitions and Key Descriptors.

- a. "Parties" refers to CENIC and Agency.
- b. "Party" refers to either CENIC or Agency.
- c. "CENIC" refers to the Corporation for Education Network Initiatives in California, the network operator for the California Research and Education Network (CalREN), a robust regional network that serves all educational segments in California and interconnects them with other regional, national, and international networks worldwide.
- d. "Broadband Infrastructure Grant" program ("BIG"): BIG is a State-funded program to provide fiber-based broadband connectivity to the most poorly connected school sites in California.
- e. "BIG Awardees" are school sites which lack fiber-based broadband connectivity, and for which Section 83 of Senate Bill (SB) 75 funds will be utilized to install fiber-based broadband solutions, along with the network equipment required to utilize the solution.
- f. "E-rate" refers to a federal program that provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet services. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20% to 90% of the costs of eligible services. Eligible schools, school districts, and libraries may apply individually or as part of a consortium. BIG uses a consortium approach to apply for E-rate on BIG circuits.
- g. "Letter of Agency" ("LOA") is a legal document whereby a school or school district gives authority for another agency to act on its behalf; in this Agreement specifically, and as pertains to the Statewide CENIC E-rate Consortium for BIG, a school district or county office of education must sign a Letter of Agency to join the BIG Consortium. By doing so, Agency authorizes CENIC to seek cost-effective broadband circuits for Agency and apply for E-rate discounts on these circuits as BIG-eligible school sites.

- h. "Service Provider" refers to the entity (e.g., telecommunications company, cable operator, or other organization) that will deliver the BIG-funded fiber-based connection to the BIG-eligible school site.
- i. "California Department of Education" ("CDE)" is the State agency in California that provides oversight for and resources to the BIG program.

## 4. **CENIC Responsibilities.** CENIC's responsibilities within this Agreement are:

- a. Obtain and confirm approved funding for a local fiber construction project to connect the Loyalton Elementary main building with the Loyalton High School;
- b. Upon receipt of proof of completion of the work as detailed in Section 5 below, along with proof of payment by Agency to the contractor and a detailed invoice from Agency to CENIC, reimburse Agency actual installation costs, including labor and parts not to exceed \$64,500.

## 5. **AGENCY Responsibilities.** In order to receive services through this Agreement, Agency agrees to:

- a. Retain a fully qualified, licensed, and insured contractor to excavate and construct the new conduit path between Loyalton Elementary's main building and Loyalton High School;
- b. Install, test, and certify a 12 strand single mode fiber optic cable between Loyalton Elementary's main building and Loyalton High School;
- c. Perform network integration and testing to place the new fiber optic connections into production on the school local area network and/or the school district's wide area network;
- d. Provide CENIC copies of engineering drawings, diagrams, or designs provided by the contractor;
- e. Provide CENIC copies of contractor construction, and parts invoices;
- f. Provide CENIC photos of the completed work, conduit building entry, fiber optic cable, and fiber terminations;
- g. Provide CENIC fiber optic cable test results and certification documentation;
- h. Pay contractors for work completed and submit proof of payment to CENIC;
- i. Invoice CENIC upon completion of all work. The invoice will be for the amount of reimbursement for the local fiber construction project to connect the Loyalton Elementary main building with the Loyalton High School, including labor and parts. As specified in item g above, Agency will provide CENIC copies of all contractor invoices for work to be reimbursed. Agency must send an invoice via email to <ap@lists.cenic.org>;
- j. Agency confirms that, as of the date of signature of this Agreement, it does not currently have fiber-based broadband circuits installed or on order for the site(s) detailed in Appendix A.

  Agency Initial

## 6. Payment of Costs:

- a. Agency will be responsible for all ongoing operational costs to manage and maintain the connection provided by the grant once the installation is complete. This may include, but is not limited to, maintenance and repair of the conduit and/or fiber being installed per Agreement, equipment replacement, equipment maintenance agreements or service/support contracts, and any other infrastructure and/or equipment necessary to support Loyalton Elementary's connection to the network aggregation point at Loyalton High School.
- b. Payment will be handled as detailed above in 5i.
- c. If Agency accepts service under the terms of this Agreement, and then later determines it does not wish to proceed to completion, Agency will notify CENIC immediately of its intent to terminate per Section 7 below.

d. Agency understands that neither E-rate nor CTF discounts will be applied to the costs associated with this MOU.

#### 7. Termination.

- a. In the event that any Party fails to perform on a material term of this Agreement, the other Parties have the right to terminate the Agreement upon thirty (30) days written notice with all other rights and remedies available to them at law and equity.
- b. In the event of termination, Parties agree to coordinate closely on any network changes in order to minimize service disruption to connected entities.
- c. Note per Part 6d above, that any and all expended amounts (for services and equipment) must be repaid from Agency to CENIC in the event that Agency makes a decision to terminate this Agreement after signing, if steps have been undertaken to deliver service and costs have been incurred on behalf of Agency.
- d. CENIC may terminate this Agreement if the contractor becomes unable, for any reason, to deliver the contracted service.
- e. CENIC may terminate this Agreement if for any reason funds are not provided by the State of California to CENIC to begin or continue work as outlined in this Agreement.

### 8. Indemnification.

- a. Agency agrees to indemnify, defend, and hold harmless CENIC, its officers, agents, and employees against any claim, liability, loss, injury, or damage imposed on Agency arising out of CENIC's performance of this Agreement, except for liability resulting from the gross negligence or willful misconduct of CENIC, its officers, agents, and employees.
- b. CENIC agrees to indemnify, defend, and hold harmless the Agency, their officers, agents, and employees against any claim, liability, loss, injury, or damage imposed on CENIC arising out of the Agency's performance of this Agreement, except for liability resulting from gross negligence or willful misconduct of Agency, its officers, agents, and employees.
- 9. **Arbitration.** CENIC and Agency agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed forty-five (45) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by CENIC and Agency and paid for equally by CENIC and Agency, absent an agreement otherwise. If after mediation there is no resolution of the dispute, CENIC and Agency agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.
  - a. CENIC and Agency shall select one arbitrator pursuant to the AAA's Commercial Arbitration rules.
  - b. The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on CENIC and Agency.
  - c. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees, and costs, court costs, travel

expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections (b) and (c) of this paragraph.

- 10. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. The proper venue for any dispute regarding this Agreement shall lie in Los Angeles County, California.
- 11. **Entire Agreement.** This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements by the Parties. Neither Party has been induced to enter the Agreement by, nor is either Party relying on, any representation or warranty outside those expressly set forth in the Agreement.
- 12. **Interpretation.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though all Parties prepared it.
- 13. **Assignment.** Unless authorized in writing by all Parties, no Party shall assign or transfer any rights or obligations covered by this Agreement. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Parties.
- 14. **Compliance with Laws.** The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this Agreement.
- 15. **No Waiver of Default.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.
- 16. **Successors and Assigns.** All representations, covenants, and warranties set forth by, on behalf of, or for the benefit of any Party herein shall be binding upon and inure to the benefit of such Party and its successors and assigns.
- 17. **Amendment.** This Agreement may only be altered, amended, or modified by a written instrument executed by both CENIC and Agency. CENIC and Agency agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct, waiver, or estoppel.
- 18. **Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.
- 19. **Execution of Counterparts**. If this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as CENIC and Agency preserve undestroyed shall together constitute one and the same Agreement.
- 20. **Authority**. CENIC and Agency warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, persons, or firms named herein and that all legal requirements to enter into this Agreement have been fulfilled.

- 21. **Nondiscrimination**. During the performance of this Agreement, the Parties shall not discriminate against any employee, applicant, student or other person connected to this Agreement in a manner prohibited by the laws of the United States or the State of California (including, but not limited to, on the basis of religion, race, color, national origin, handicap, ancestry, sex, sexual orientation, marital status or age).
- 22. **Notice.** Any notice given under this Agreement shall be in writing to the Parties' representatives and shall be deemed delivered three (3) days sending of electronic mail (e-mail) or three (3) days after the deposit in the United States mail, certified or registered, postage prepaid, and addressed to the parties. Parties shall promptly update each other when representatives and contact information change.

The Parties' representatives shall be:

CENIC:
Louis Fox
President & CEO
Superintendent
Sierra-Plumas Joint Unified School District
16700 Valley View Ave
111 Beckwith Rd
Suite 400
Loyalton, CA 96118
La Mirada, CA 90638

Communications regarding the administration of this Agreement shall be made to the Parties' representatives. Communications regarding technical matters underlying the Agreement can be made to either the Parties' representatives or the following persons:

CENIC:

Son Nguyen

BIG Project Manager

snguyen@cenic.org

714-232-4307

Sean Snider

Superintendent

snguyen@spjusd.org

530-993-1660x110

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date hereof.

For CENIC	For AGENCY
Signature	Signature
Louis Fox Name	<u>Sean Snider</u> Name
President & CEO Title	_Superintendent Title
Date	Date

## Appendix A

## **Cost for Service**

A Location	Z Location	NRC	Agency Initial
Loyalton Elementary	Loyalton High School	Not to	
		Exceed	
		\$64,500	

Agency will be responsible for any ongoing operational costs to manage and maintain the service listed in the Appendix A table above. This may include, but is not limited to, maintenance and repair of the conduit and/or fiber being installed per Agreement, equipment replacement, equipment maintenance agreements or service/support contracts, and any other infrastructure and/or equipment necessary to support Loyalton Elementary's connection to the network aggregation point at Loyalton High School or any costs incurred by Loyalton High School in order to connect to the nearest K12HSN network aggregation site, if applicable.



Martin Earthworks Tyler Martin P.O. Box 890 Loyalton CA, 96118

Construction contract between MARTIN EARTHWORKS (Tyler Martin) and Loyalton Elementary School (SPJUSD).

## Scope of work:

- Cut asphalt in future ditch line.
- Dig and install 2 2" conduits from the south east corner of Loyalton Elementary School located at 111 Beckwith St. Loyalton, CA 96118 to the south west corner of Loyalton High School located at 700 4<sup>th</sup> St. Loyalton, CA 96118.
- 3" of bedding sand placed under pipes and 1' of shading sand over pipe with warning tape in ditch.
- 6 Christy b1017 traffic rated pull boxes set in the specified areas to existing grade.
- Compacted backfill to be placed and all asphalt demolition and remaining dirt to be off hauled.
- Trench lines cut through asphalt to be backfilled with compacted road base and paved back with hot mix asphalt 3" thick.

Payment Schedule as follows \$1000.00 deposit due upon signing this contract, \$15,000.00 due upon delivery of sand, road base, pipe, pipe fittings and boxes, \$20,000.00 final payment due within 30 days after project completion.

Any changes to the project or underground obstructions such as excessive rocks or ground water will be assessed on a time and materials basis. Neither Tyler Martin nor MARTIN EARTHWORKS is responsible for obtaining permits that may or may not be required. Neither Tyler Martin nor MARTIN EARTHWORKS is responsible for the regrowth of the native grass in the trench line. Project to begin October 12, 2024 upon receiving deposit and first payment.

By signing below, Tyler Martin is agreeing to safely complete what is listed above in the scope of work.

By signing below, you are agreeing to the payment schedule in this contract.

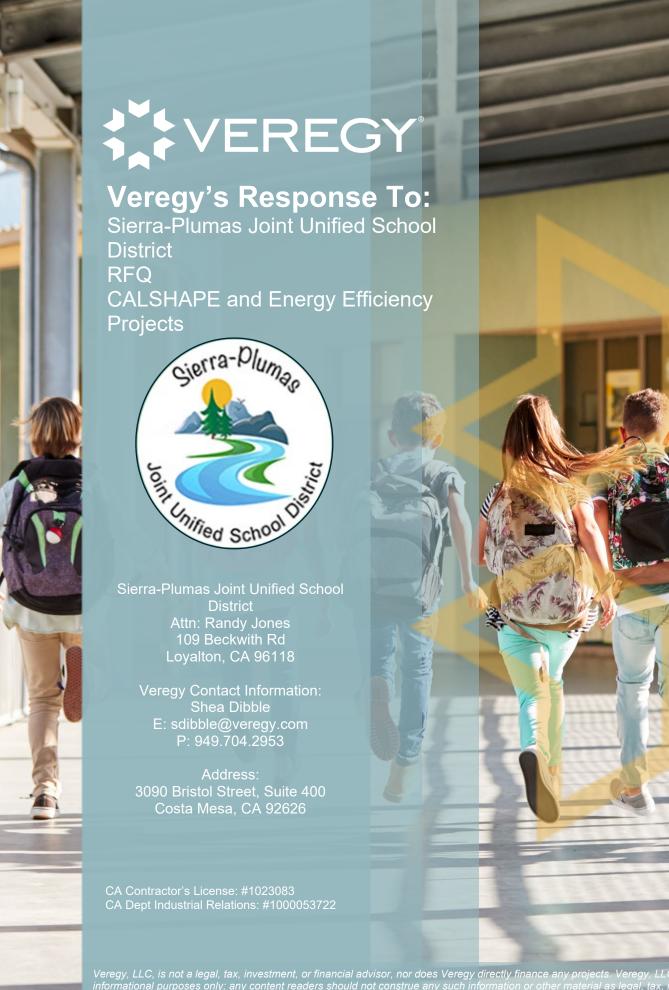
X

Sean Snider Superintendant -SPJUSD X Tun And

Tyler Martin Owner/Operator

DATE

DATE 9-29-24

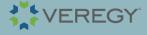


Veregy, LLC, is not a legal, tax, investment, or financial advisor, nor does Veregy directly finance any projects. Veregy, LLC's content is for informational purposes only; any content readers should not construe any such information or other material as legal, tax, investment, or financial advice. Regardless of anything to the contrary, nothing available on or through Veregy LLC's business practices should be understood as a recommendation that an individual or organization should not consult with a legal, tax, investment, or financial professional to address their



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SHEA DIBBLE 3090 BRISTOL STREET, SUITE 400 **COSTA MESA, CA 92626** SDIBBLE@VEREGY.COM, 949.704.2953

## Tab 1: Letter of Interest

September 18, 2024

Attention: Sierra-Plumas Joint Unified School District

We are pleased to provide this Statement of Qualifications (SOQ) for Sierra-Plumas Joint Unified School District RFQ CalSHAPE and Energy Efficiency Projects. Veregy Pacific, LLC is an American-Owned award-winning nationwide Department of Energy (DOE) Qualified Energy Services Company (ESCO) and Energy Service Provider (ESP). Veregy is proud to hold an official NAESCO Energy Service Provider Accreditation, the highest level of accreditation available to Energy Service Companies. Veregy is one of only 14 companies in the nation to receive this accreditation. To achieve this, a rigorous examination process conducted by independent selection committees is completed via the National Association of Energy Service Companies (NAESCO). This review process includes delivered client satisfaction, quality engineering and design standards, commitment to ethical business practices, and ability to deliver guaranteed savings commitments. In California, this accreditation ensures our ability to meet rigorous Government Code Section 4217.

With a combined history of over 34 years, the company excels at working with California school districts, universities, municipalities, and private companies on energy engineering, healthy buildings, turn-key installation, and performance contracting. Veregy enhances learning environments, and upgrades outdated and failing equipment with the best building technologies. These technologies enable our clients to easily manage their facilities while optimizing ventilation, energy use, and minimizing environmental impact. We empower an end-to-end environmental and energy business process from reporting-to-reduction, helping improve operational efficiency, maximize value, and manage risk. We are currently serving several school districts in the same capacity for Rounds 1-5 CalSHAPE services with over \$90MM in grant funds. We have over \$325MM in bonding capacity and a stellar safety rating.

Firm's Legal Name: Veregy Pacific, LLC

Principal Address: 3090 Bristol Street, Suite 400, Costa Mesa, CA 92626

Person Authorized to Submit SOQ: Shea Dibble

Email: sdibble@vereqv.com

Phone: 949.704.2953

We are well suited to complete all services outlined in the RFQ/P to your complete satisfaction for many reasons, including the following:

- Veregy has worked with the Sierra-Plumas Joint Unified School District to effectively navigate the application process and successfully secure funding through the CalSHAPE Ventilation and Plumbing grants.
- We are CalSHAPE experts, with over \$90MM in approved Ventilation and Plumbing grant funding for all Rounds and have already completed the implementation of many district CalSHAPE HVAC and plumbing projects.
- Veregy has successfully implemented scores of California K-12 large-scale CalSHAPE projects, with customer references and has provided turnkey energy services in the past 3 years.
- Veregy holds Contractors State License Board of California A, B, C-4, C-10, C-20, and C-36 licenses with subcontractors holding additional C-4, C-10, C-38, and C-43 licenses.
- Veregy is registered and in good standing with DIR, as are all of our subcontractors.
- Veregy employs in-house licensed, credentialed, trained, and knowledgeable staff:
  - o We employ over 30 mechanical P.E.s, with 8 licensed by the state of California and can perform mechanical engineering services in-house.

- We employ over 28 Certified Energy Managers (CEM).
- The Veregy team meets all the technical requirements of the CalSHAPE Ventilation program, including the inclusion of certified testing, adjusting, and balancing (TAB) technicians.
- ➤ Veregy has over 20 years of extensive experience with California's Office of Public-School Construction (OPSC), CDE, DSA, the public-school construction building and design codes, including but not limited to California Building and Electrical Codes, and Title 24 of the California Code of Regulations.
- ➤ Veregy is fully capable of meeting Skilled and Trained Workforce requirements obligations pursuant to Public Contract Code section 2600, et seq. and Education Code section 17407.5 ("SWF Statutes").
- Veregy has an in-house, full-service automation group capable of installing and servicing various building automation systems.
- Veregy confirms to receive payment for contract work as grant funds are released by CalSHAPE.
- Veregy has more than \$325MM in bonding capacity.
- ▶ Per the VEREGY CalSHAPE A&M and U&R Application and Energy Efficiency Program agreement, Veregy will waive the cost of application services if awarded the CalSHAPE A&M and Plumbing implementation contract.

Veregy's Team of over 450+ energy and construction professionals have provided a wide array of professional energy consulting and construction to scores of TK-12 Districts and charters, across hundreds of school sites, in California alone. Nationwide, these numbers total in the thousands. These services include, but are not limited to guaranteed performance contracting, construction, ASHRAE energy audits, plumbing upgrades, AB-841 assessments, benchmarking, energy project development, renewable project development, construction coordination, building commissioning, construction bid process, design development, energy program support services, water conservation and water consulting services, controls upgrades, Building Automation System (BAS) installation, reporting, and the utilization of ESSER funding. Veregy engineers are adept at developing plumbing retrofit projects that meet the specifications of the CalSHAPE program.

Veregy self-performs a variety of services, such as site audits, energy and mechanical engineering/consulting, project and construction management, and commissioning. Depending on the scope, scale and timeline of a given project, Veregy may act as an Owners Representative, taking advantage of economies of scale and partnering with highly qualified sub-consultants and sub-contractors. With Veregy's flexible project delivery options, your district will benefit in a variety of ways. Including:

- Cost Efficiency and Overhead Reduction
- Effective Risk Distribution
- Scalability and Reduced Timeline
- Resource Flexibility and Adaptability
- No Change Orders

Our knowledgeable and responsive team of HVAC, air quality, plumbing, electrical, solar, and controls specialists are committed to providing our customers with reliable service throughout the duration of the project and after its completion. We offer all our customers 24/7 service so that all needs can be addressed promptly and efficiently. We focus on excellence and personalized service to provide the highest quality professional design and installation of all types of systems. Veregy is proud of the exemplary projects we have implemented for our clients and look forward to providing you the same extraordinary service.

Shea Dibble

Senior Partnerships Manager Veregy Pacific, LLC 3090 Bristol Street, Suite 400 Costa Mesa, CA 92626





## Tab 2: Description of Firm and Sub-Consultant Firms

## a. Firm Legal Name and principal place of business

Veregy Pacific, LLC is an American-Owned, award-winning, nationwide Energy Services Company (ESCO) and Energy Service Provider (ESP). Our national reach and deep talent pool of over 65 engineers and 450 field and support staff means we can bring the best and brightest talent to bear for the district. Veregy is a design-build company that complies with the Business and Professions Code and Education Code section 17250.10, et seq., including section 17250.15 through our California Class A, B, C-4, C-10, C-20, and C-36 licensure, a bonding capacity of over \$325MM, and our ability to provide design and construction using trade and professional services through our robust in-house and California-licensed contractor networks.

Firm's Legal Name: Veregy Pacific, LLC

Principal Address: 3090 Bristol Street, Suite 400, Costa Mesa, CA 92626

## b. Overview of firm's experience with public school HVAC projects

Veregy's experience with public school HVAC projects date back to our founding and includes over 130 public school districts in California, and 200 public school districts nationwide through our parent company Veregy. We have significant experience with meeting state grant funding requirements, such as Proposition 39 and CalSHAPE, and have direct contracts with the CEC for EPIC grant programs and with each of the four investor-owned utilities for energy program administration and implementation.

### **PROPOSITION 39**

For California TK-12 LEAs, we have provided energy engineering services to over 80 districts, performing over 1,000 ASHRAE Level I, II, and III audits, developed over \$110M in construction projects, and identified over 100M kWh and \$80M in energy cost savings in the process. Follows is a partial list of the California public TK-12 districts we have worked with:

	Project
District Client	Cost
Anaheim Union High School	\$6,952,353
District	
Santa Ana Unified School District	\$6,598,161
Fresno EOC	\$5,665,231
Irvine Unified School District	\$5,316,152
Chaffey Joint Union High School	\$5,205,190
District	
Tustin Unified School District	\$5,079,653
Buena Park School District	\$5,000,000
Val Verde Unified School District	\$4,343,401
San Bernardino City Unified	\$4,028,971
San Francisco Unified School	\$3,999,195
District	
Glendora USD	\$3,278,121
Oxnard Unified School District	\$3,199,156
Bellflower Unified School District	\$3,142,280
Fullerton Joint Union High School	\$2,970,475
District	

District Client	Project Cost
Green Dot Public Schools National	\$1,000,000
Wasco Union High School District	\$556,813
Environmental Charter School	\$543,216
Odessey Charter	\$450,000
Calaveras County Office of Education	\$310,433
Bowman Charter	\$303,809
Renaissance Arts Academy	\$267,739
Pond Union Elementary	\$262,237
Silver Valley Unified School District	\$256,247
Youth Build Charter	\$251,697
Sonoma Charter	\$245,827
Guajome Learning Center	\$227,686
Guajome Park Academy	\$227,686
Los Angeles Education Corps	\$218,442





### **CALSHAPE AB841**

We are leaders in the CalSHAPE program, and regularly meet with the California Energy Commission to help establish program parameters that enhance the program, in service to the TK-12 clients and communities we jointly serve. The following is a partial list of California School Districts we have worked with to receive confirmed CalSHAPE Grant Awards for HVAC and plumbing projects, the majority of whom we are currently implementing CalSHAPE projects with:

	Project		Project
District	Cost	District	Cost
Sierra-Plumas Joint Unified School		Portola Valley Elementary School	
District	\$178,905	District	\$133,560
Golden Plains Unified School District	\$593,257	College Bridge Academy	\$40,260
Redding School District	\$1,298,980	Shasta Union Elementary District	\$145,667
Stellar Charter	\$99,272	Igo Ono Platina Elementary School District	\$100,570
Buttonwillow Elementary School District	\$336,035	Upland Unified School District	\$1,646,790
Capistrano Unified School District	\$9,285,384	Glendora Unified School District	\$1,507,600
Montebello Unified School District	\$6,339,064	Liberty Union High School District	\$1,467,380
Alhambra Unified School District	\$5,419,209	Merced City School District	\$1,310,471
Irvine Unified School District	\$4,641,980	Achieve Charter School of Paradise	\$34,860
Covina Valley Unified School District	\$3,767,082	Charter Oak Unified School District	\$1,184,129
Oceanside Unified School District	\$3,750,782	El Dorado Union High School District	\$1,148,880
Baldwin Park Unified School District	\$3,671,185	671,185 ABC Unified School District	
Newport Mesa Unified School District	\$3,599,550	Lamont Elementary School District	\$977,423
Brentwood Union School District	\$3,270,624	Monrovia Unified School District	\$976,622
Oxnard Union High School District	\$3,138,613	Buena Park Unified School District	\$746,367
Inglewood Unified School District	\$2,779,957	Temple City Unified School District	\$722,246
Ventura Unified School District	\$2,243,617	Livingston Unified School District	\$611,025
Central Unified School District	\$2,232,814	Bret Harte Union High School District	\$594,999
Roseville City School District	\$2,138,190	The Education Corps Charter	\$42,840
San Dieguito Union High School District	\$1,954,200	El Segundo Unified School District	\$549,000
Chico Unified School District	\$1,946,430	Placer Union High School District	\$510,720
Menifee Union School District	\$1,779,600	Sebastopol Union School District	\$477,103
Livermore Valley Joint School District	\$1,685,205	Esparto Unified School District	\$385,599
Planada Elementary School District	\$201,652	Albany Unified School District	\$381,420
Los Olivos School District	\$61,350	Summerville Union High School District	\$339,239
Achieve Charter School of Chico	\$47,700	Keyes Union Elementary School District	\$264,640
San Ardo Union Elementary School District	\$44,490	Guajome Charter	\$364,038
Total: \$84,260,570			





### **TK-12 SCHOOL SOLUTIONS**

Veregy provides energy efficiency, facility improvements, design-build, construction management, and ongoing managed services to our TK-12 School District clients. We ensure cost-effective, ethical, reliable, and high-quality solutions of strategic value across a wide spectrum of energy conservation (ECM) and facility improvement (FIM) measures designed to accelerate your capital and sustainability goals.

Veregy self-performs most of the professional services (survey, analysis, engineering, project management, control systems, commissioning, solar systems, training, etc.). We provide the full range of services necessary for a comprehensive energy-efficient project, including:



## **Engineering & Construction**

## **Design & Construction Solutions**

- Design-Bid-Build
- Design-Assist
- Design-Build
- Construction Management

## Engineering Solutions

- Engineering Design
- Master Planning
- Facility Assessments
- Commissioning
- Decarbonization Plans



Facility Improvements & Energy Conservation Measures

## Building Solutions

- Plumbing
- LED Lighting
- HVAC
- Renovations
- Building Envelope
- Chillers
- Electrical

## Smart Building Integrations

- Digital Services
- FMX
- Building Automation
- Lighting Controls
- Occupancy Sensors

## Healthy Building Solutions & Life Safety

- Air Filtration
- Bi-Polar Ionization
- Ultraviolet Germicidal
- Irradiation (UVGI)
- Fire & Security Systems



**Districtwide Solutions** 

## Distributed

#### **Energy**

- Microgrid
- Battery Storage
- Geothermal
- Wind
- Solar

## EV Bus & EV Charging Solutions

- EV Buses
- EV Chargers
- Master Planning
- Infrastructure (Electrical & Carports)
- Grant Writing



**Managed Services** 

#### Service and Maintenance

- MEP Services
- Preventative Maintenance
- Renewable Service
- EV Charger Service
- Building Automation Service





Veregy is an expert in the California education market and has served TK-12 Districts and higher education customers since our inception. Nationally, we have completed well over 3,000 ASHRAE HVAC energy audits at educational facilities. In California alone, we have competed over 1,000 ASHRAE HVAC energy audits at educational facilities. These audits have been conducted for public and private TK-12, Community College, and Higher Education institutions.

Veregy carries California Class A, B, C-4, C-10, C-20, and C-36 licenses, enabling us to easily bridge the gap between contractors and our TK-12 clients. We are made up of professionals who have the right training and certifications required for complex projects, ensuring efficient and effective delivery of services. The Veregy Team is fully capable of providing services that are flexible and easily adaptable to any of the project's needs. Veregy is a "full capabilities" general contracting and engineering firm that offers many services to support our clients through several important certifications and licenses. Our staff holds the following licenses and certifications:

- Professional Engineers (PE) Mechanical, Electrical, and Controls
- Certified Energy Managers (CEM)
- Certified Commissioning Professionals (CCP)
- Certified Energy Auditors (CEA)
- California Class A, B, C-4, C-10, C-20, and C-36
- LEED APs BD+C, ID+C, O&M
- Certified Lighting Energy Professionals (CLEP)

- Project Management Professionals (PMP)
- HVAC Acceptance Test Technicians
- Certified Testing, Adjusting, Balancing (TAB) Technicians
- Certified Carbon Reduction Managers
- ▶ Envision Sustainability Professionals
- CARB Greenhouse Gas Lead Verifier
- GPRO Trainers
- ▶ CALCTP Certified Lighting Acceptance Testers

Veregy is uniquely qualified to provide these services for several reasons:

- ➤ We understand TK-12. Veregy has worked with over 130 California TK-12 districts to provide Prop 39 and CalSHAPE services to well over 1,000 schools, resulting in over \$150M in energy efficiency project funding.
- Veregy draws on a deep pool of talent with in-house engineers, project managers, and constructions teams able to self-perform where cost efficient to do so. Our energy experts will take the time to completely understand the districts needs and carefully balance them against cost to design and implement a project that we will guarantee will pay for itself through the performance contracting model.
- Veregy utilizes our national buying power to mitigate equipment and parts supply delays. With nation-wide supply contracts for electrical, mechanical, solar, and other equipment and parts, your projects benefit from our preferential purchasing status and rapid delivery.
- We have extensive experience working with California Program Administrators (IOUs and RENs), as well as 3rd-Party Implementers throughout California, to secure funding for multiple sources.
- ➤ We are actively engaged in ESSER and AB-841 assessments and planning with California TK-12 Districts and are leveraging State and Federal Funding to develop nearly \$84MM+ in qualified grant submissions for the CalSHAPE program.
- Veregy is an active member of the following organizations, leveraging the latest in best practices derived from projects throughout the nation:







Veregy has considerable code compliance expertise associated with the 2016 California Building Energy Efficiency Standards, commonly referred to as Title 24, Part 6. We perform construction document reviews on nearly every project and often identify non-compliance issues with the project design. We are familiar with mechanical, electrical, plumbing and building codes and utilize them in our design services as well as in the review of other project designs.

The Team has significant experience with DSA, Field Act Requirements and Other State Regulatory Agencies. We have extensive experience receiving DSA approvals for simple to complex projects and have a long-standing positive reputation working with the State Fire Marshal's office and have been successful in obtaining quick approvals.

We have experience with the following California Regulatory Agencies and Codes:

Regulatory Agencies	Codes		
Occupational Safety and Health Administration (OSHA)	California Building Code (CBC)		
Office of Statewide Health Planning & Development (OSHPD)	California Electrical Code (CEC)		
State Fire Marshal (SFM)	California Administrative Code (CAC)		
Department of Health Services (DHS)	California Plumbing Code (CPC)		
Americans with Disabilities Act (ADA)	California Fire Code (CFC)		
CEC, CPUC, DOA, FERC	California Title 24 (T24)		

The Veregy Team has worked through the DSA processes on many of our projects. We understand DSA requirements and how they relate to TK-12 projects. We have seen, over the course of working on many TK-12 DSA projects throughout California, how the various offices interpret California Building Codes, providing us the capability to structure projects that streamline DSA review and approval as much as possible.

c. Type of business entity including type of entity and its ownership, size of staff, number of professionals which will perform the work, Location of its principal office

Veregy Pacific, LLC is a Limited Liability Company in California and is part of Veregy group of companies. Veregy Pacific's parent company, Veregy, LLC is incorporated in the State of Delaware and

employees, with over 40+ professionals in California.

Veregy has a nationwide presence that allows us to execute projects all across the country. In California, Veregy has 2 office locations located in Northern and Southern California at the addresses provided below.

privately held by Court Square Capital Partners. Nationwide, Veregy has over 450+

**Southern California Office** 

3090 Bristol St. Suite 400, Costa Mesa CA 92626

Northern California Office 1111 Broadway, Floor 3 Oakland, CA 94607





## d. History, number of years in business in California



Enpowered Solutions, LLC was formed in California in 2013 by seasoned energy engineers and energy industry professionals. As a main influencer of the Proposition 39 program, Enpowered Solutions provided Proposition 39 Grant, audits, design specification, procurement, construction management, and owner's representative services to over 80 California TK-12 Districts throughout the State from 2013-2022. 2022 saw Enpowered assisting the CEC to help Districts complete final reporting.



In 2015, Enpowered solutions expanded its controls capabilities through the establishment of our controls division, providing best-in-class controls design and implementation services to TK-12, Higher Education, Commercial and Industrial customers in the US and Canada. As a result, we have become the preeminent controls designer and provider for the largest global beverage and snack manufacturers in the world.



In 2017, Enpowered Solutions acquired the Energy Services Group from EnerNOC, expanding our services to include new construction and existing building commissioning (Cx), Retrocommissioning (RCx), and Monitoring-Based Commissioning (MBCx). This set Enpowered apart from its competition and led us to become the preeminent commissioning and Retrocommissioning provider for the UC/CSU and CCC districts, TK-12 school Districts, Hospitals,

and social media giants, such as Google, Facebook, YouTube, and others. In 2018 we expanded our role with SoCalREN and The Energy Coalition (TEC), providing no-cost services to TK-12 schools throughout Southern California as TEC's leading energy and commissioning services provider.



In 2021, Enpowered Solutions was acquired by Veregy, the nation's leading TK-12 Energy Services Company. Veregy was founded in 1990 and has been built through a thoughtful and carefully executed strategic plan to capitalize on evolving, innovative energy, and technology solutions. For 33 years, the Company has grown to be a national leader in TK-12 construction. Veregy is a Department of Energy (DOE) Qualified Energy Services Company (ESCO) and Energy

Service Provider (ESP). The 2021 acquisition has given Veregy the ability to capitalize on over 450+ skilled technicians, licensed professionals, and TK-12 experts from around the nation, bringing the best resources to bear for our clients' projects. In addition, Veregy utilizes our national buying power to mitigate equipment and parts supply delays. With nationwide supply contracts for electrical, mechanical, solar, and other equipment and parts, your projects benefit from our preferential purchasing status and rapid delivery.

## e. All applicable firm licenses including license numbers and expirations dates

Subcontractors			
Veregy Pacific, LLC	Patton Air	Envocore / Retro-Tech	Countywide
DIR: 1000053722 exp	Conditioning	Systems	Mechanical
6/30/2025	DIR: 1000015202 exp	DIR: 1000025942	DIR: 1001112312 exp
CSLB # 1023083 exp	06/30/2023	CSLB #1033546	06/30/2025
01/31/2025	CSLB 256026 exp		CSLB 1111305 exp
	06/23/2023	C 2C DI LIMBING	10/31/2025
A-GERNERAL BUILDING		C-36 – PLUMBING	
B - GENERAL BUILDING	C-4 – BOILER, HOT	C-10 – ELECTRICAL	C-20 – WARM-AIR
C-20 – WARM-AIR	WATER HEATING,		HEATING,
HEATING, VENTILATING	AND STEAM FITTING		VENTILATING AND
AND AIR-CONDITIONING	C-10 – ELECTRICAL		AIR-CONDITIONING
C-36 – PLUMBING			C-36 – PLUMBING





Subcontractors			
C-20 – WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING C-36 – PLUMBING C-38 – REFRIGERATION C-43 – SHEETMETAL			

f. Provide a statement of the Contractor's financial capacity and capability to perform to the terms of this solicitation request

#### THE FINANCIAL STRENGTH OF THE FIRM

At Veregy, we provide the benefits of a local company and the financial structure and experience to take on large-scale projects at a national level. Our balance sheet and working capital positions are strong, and as a result, we have a bonding capacity of \$325MM for the Sierra-Plumas Joint Unified School District's project.

### **Request For Financial Records**

Veregy is not a public company but a privately held company. As such, we do not publish such financial statements as part of an RFP response. Our policy pertaining to the attachment of sensitive financial and operating agreements to public documents such as this RFQ is to guard them closely, as we do not want our private financial information placed into the "public domain." We understand the desire to assure Sierra-Plumas Joint Unified School District that Veregy is a viable business. Hence, in lieu of submitting our financial records, we offer the following assurances to the Sierra-Plumas Joint Unified School District to fulfill this request.

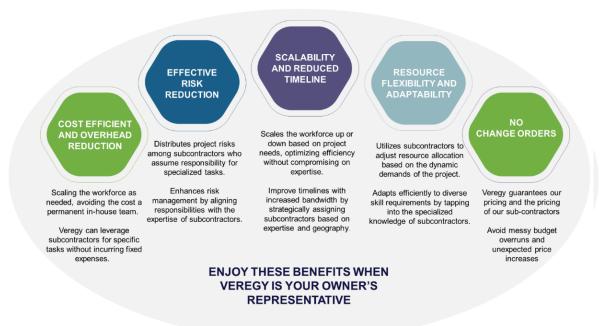
Our bonding capacity is \$325MM. We will provide a surety bond for the project equal to 100% of the cost of the project. This bond will protect the Sierra-Plumas Joint Unified School District from any deficiency or completion of the project.

If being considered by the Sierra-Plumas Joint Unified School District, Veregy can arrange a private meeting with our CPA firm to review our audited financial statements, operating documents, and lines of credit with the Sierra-Plumas Joint Unified School District.





g. Sub-Consultant Firm(s): Describe each sub-consultant firm and proposed services and responsibilities for the work; describe the relationship of your firm and sub-consultant firm(s).



Veregy will lead the project from initiation through the completion of construction, hand-off, and training. All personnel assigned to the project have experience with projects of a similar size and scope, are currently fulfilling the same scope at scope at several Districts. Veregy will utilize our trusted and highly experienced subcontractor Diversified Thermal Services and Matrix Air and Envocore to complete portions of the project.

Patton Air Conditioning – HVAC Subcontractor. Veregy will utilize our trusted and highly experienced HVAC subcontractor Patton Air Conditioning. Patton is an industry leading full-service HVAC mechanical and building automation contractor, specializing in providing turnkey facility solutions and ongoing 24/7 technical support. Over the years, they have dedicated the time and resources to invest in the research and development of an industry leading approach to optimizing Indoor Air Quality, preventative maintenance, and a process for ongoing system evaluation to ensure that optimum health and safety measures are in place.

**Services the firm will be providing:** Patton will provide the primary services of HVAC condition assessments, filter replacements, CO2 monitor installation, TAB assessments and commissioning of systems.



**Countywide Mechanical Systems – HVAC Subcontractor.** Veregy will utilize our trusted and highly experienced HVAC subcontractor Countywide Mechanical who is currently working with us to fulfill the current CALSHAPE scope at several other Districts. Countywide Mechanical is an industry leading full-service HVAC

mechanical and building automation contractor, specializing in providing turnkey facility solutions and ongoing 24/7 technical support. Over the years, they have dedicated the time and resources to invest in the research and development of an industry leading approach to optimizing Indoor Air Quality, preventative maintenance, and a process for ongoing system evaluation to ensure that optimum health and safety measures are in place.

**Services the firm will be providing:** Countywide Mechanical will provide the primary services of HVAC condition assessments, filter replacements, CO2 monitor installation, while their partner RSA will provide TAB assessments and commissioning of systems.







Envocore, dba Retro-Tech Systems – Plumbing Subcontractor. Veregy will utilize Envocore/Retro-Tech Water Systems for the plumbing portion of the project for plumbing estimations for Phase 1 Pre-Grant Application Services and for Phase 2 Post-Grant installation services, should the District decide to move forward with the plumbing

projects stemming from the audit of the District's plumbing fixtures and review of the grant potential. Envocore/ Retro-Tech Water Systems is currently fulfilling the same CALSHAPE scope for many of our District clients.

Services the firm will be providing: Envocore will perform the plumbing scope of work.

h. Provide a Quality Assurance/Quality Controls plan specific to data collection, data management, testing, maintenance and repair work, and reporting

The California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE), authorized by Assembly Bill (AB) 841 consists of two grant programs: the School Reopening Ventilation and Energy Efficiency Verification and Repair (SRVEVR) CalSHAPE Ventilation Program, and the School Noncompliant Plumbing Fixture and Appliance (SNPFA) CalSHAPE Plumbing programs', both administered by the California Energy Commission (CEC). The program objectives focus on improving indoor air quality, water efficiency and fixture code compliance, and energy efficiency to aid in school re-openings. Our services will be conducted in accordance with Procedures for Commercial Building Energy Audits Second Edition and ASHRAE 62.1 ventilation standards to meet the requirements of the AB841 CalSHAPE grant program to ensure receipt of grants from the CalSHAPE program. Our methodology includes the following key steps designed to ensure program success, and the workflow below shows our general step-by-step approach to the AB841 program services. In collaboration with the District, we will include District-specific tasks to align the needs of each school site within the AB841 program's requirements.

## **GENERAL QA/C PLAN**

In general, our process ensures that our current and completed tasks and deliverables are reviewed for completeness, accuracy, use of standards, constructability, and other key items. The QA/QC plan is relevant and addressed all deliverables, including data collection, data management, testing, maintenance, and repair work, and reporting Veregy has three levels of functional Quality Assurance/Quality Control project checking. Each phase of a project is assessed by a peer. Before a project leaves the office, Team Leaders, and Senior Engineering staff (not involved in the day-to-day design) will review the project. We also welcome the District to be a part of the process.

## QA CHECKLIST **FORM**

#### Step 1 - Deliverable Cross-Checked

Deliverable is checked by another qualified staff member. Any corrections must be made prior to proceeding with approval steps. PM directs staff to make appropriate corrections and re-check.

### **Step 2 - Deliverable Submitted for Approval**

Client Manager (or designee) reviews and approves all deliverables AFTER crosscheck step. Designee may include Superintendent.

### Step 3 - Submit Deliverable to Client

After approval, PM submits deliverable to client.





## **Level 1: Project Manager Review**

The project managers review the project tasks, schedules, and deliverables to ensure proper procedures have been followed by the project team and that deliverables have been compiled correctly to meet the client's needs. Within this review is Veregy's By/Check/Approval process ensures that all deliverables to the client, including calculations, designs, reports, maintenance, and repairs etc. are cross-checked by a qualified person other than the originator. Any corrections (including maintenance and repairs) must be made by the originator prior to approval. Quality Assurance (QA) and Quality Control (QC) processes in plumbing, especially for above ground and external wall activities such as replacing toilets, faucets, etc., involve several steps to ensure that the work meets industry standards, safety regulations, and customer expectations. Once the cross-check has been performed and the PM is satisfied of the deliverable, every deliverable must then be approved by the PM or his designee (e./g. Site Superintendent). This provides, at minimum, three check points where errors or issues may be resolved:

- Review by Originator ("By")
- Initial Cross-check review ("Check")
- Project Manager Review (Can also be the "Check")
- Client Manager Approval ("Approve")

### **Level 2: Coordination**

Each team member is responsible for coordinating with other disciplines associated with the project. For example, the engineers and technicians will complete checklists to ensure that proper coordination has taken place on each project. During this level, engineers and/or technicians review together each piece of equipment and system that may require information from other disciplines. Veregy also works on developing and following plumbing SOPs for installation and replacement processes to ensure consistency and adherence to best practices.

#### Level 3: Final Review

Veregy's Senior Engineering Leads collaborate to review projects, setting company standards, training engineers, and ensuring quality assurance. Each deliverable undergoes a final review based on collaborative standards developed with the client. Team members self-assess using a checklist, address corrections highlighted by the lead engineer, and undergo a back-check to confirm resolution. This meticulous Quality Assurance/Quality Control process minimizes delays and preserves budget and schedule by ensuring completeness and alignment of deliverables.

#### QA/QC PLAN INTEGRATED WITH CALSHAPE PROCESS

Our overall Quality Assurance/Quality Control plan as described above has been integrated into our CalSHAPE Grant Services and Implementation plan. To provide a clear understating of this integration, follows is an overview of our approach to the CalSHAPE Grant Services and Implementation Plan along with sections of where the QA/QC process applies.

Assessment, Equipment Repair, and Installation Step 1: Kick-Off

Step 2: Field Work Assessment and Report DevelopmentStep 3: All equipment Procurement, Installation, and Repair

**Step 4:** Verification Report and Project Completion Reporting

Veregy will work with the district to schedule the project in a manner that avoids disruption to students and staff.





## Step 1: Kick-Off

The Veregy team will meet with district staff to discuss wants, needs, and goals of the district as it relates to the CalSHAPE program to ensure that those wants, needs, and goals are integrated into the process and results. Our team will coordinate with and take our direction from the district on equipment specifications, scheduling, site access, security, insurance, communications, training, and other processes and deliverables. Veregy will ensure plumbers and technicians are trained and certified, keeping them updated with the latest plumbing codes and installation techniques. Highly communicative, our team will provide daily updates as to what has been found what has been done, and next steps.

## QA/QC PROCESS HIGHLIGHT

This level of PM review and coordination will ensure that the end deliverables are established and agreed to by all stakeholders and that the data to be collected is identified and agreed upon. Data collected from this step will pass through our By/Check/Review/Approve QA/QC processes process and the reviewed with District staff to ensure correctness.

## **Step 2: Field Work Assessment and Report Development**

Veregy and its subconsultants will provide qualified engineering and licensed professionals, HVAC and plumbing professionals and testing personnel, as required by the CalSHAPE, to perform the HVAC Assessment of all air-handling units, rooftop units and unitary and single zone equipment of the school site's HVAC system. The results and findings from the assessment will then be recorded in an HVAC Assessment Report and all CalSHAPE-related plumbing and reporting.

## QA/QC PROCESS HIGHLIGHT

As in previous steps, the assessment data and resulting deliverables will follow our three-level QA/QC process and will be housed in the secure Drobox location and shared with District staff.

### Step 3: Equipment Procurement, Installation and Repair

Veregy will support the District by providing in-house and turnkey implementation services for all CalSHAPE equipment installation work dictated by AB841. Veregy project managers will oversee the performance for installation of CalSHAPE-related HVAC and plumbing fixtures. Veregy will leverage our manufacturer relationships and buying power to find the most cost-effective solutions which meet both the District's needs as well as AB841 requirements.

## QA/QC PROCESS HIGHLIGHT

Veregy and its subconsultants will ensure that the installed and repaired equipment is functioning through in-person witnessing, equipment-provided verification reports, photos of installed/repaired equipment, and EMS/BMS reporting. We use detailed checklists to inspect new installations or replacements for toilets, faucets, and sinks, focusing on aspects like alignment, leak tests, and functionality.

## **Step 4: Installation Report and Project Completion Reporting**

Veregy will oversee the development of the Verification Report confirming work has been performed by qualified personnel, including the provision of the contractor's name and license; and verification that all construction work has been performed by a skilled and trained workforce and by licensed professionals.





Veregy will support the District in submitting the Final Document Package to the CEC including:

- The CalSHAPE Assessment, Verification, and Installation Reports for both HVAC and plumbing
- Pressure and Leak Testing: Performing water pressure tests and checking for leaks in newly installed fixtures to ensure they are operating correctly without any leaks.

## QA/QC PROCESS HIGHLIGHT

Veregy's three-level QA/QC processes will be conducted with district staff to verify the qualification of personnel, completeness of the reports, and ensure accuracy of the submission to the CEC. The submission process is conducted by two members of our staff; one entering the information, and one checking the entered information prior to submission.

## Firm Track Record: Provide responses to the following items

- i. Has your firm ever been terminated or dismissed by a client or replaced by another firm during any educational and/or related project? If so, explain in detail
   No, Veregy Pacific, LLC has not been terminated or dismissed by a client or replaced by another firm during any educational and/or related project.
- ii. Does your firm have any current or pending litigation? If so, please describe No, Veregy Pacific, LLC does not have any current or pending litigation.
- iii. Has your firm ever defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?
   No, Veregy Pacific, LLC has not defaulted on a contract, declared bankruptcy, or been placed in receivership within the past five years.





## **Tab 3: Relevant Project Experience**

Project Name Project Location	El Segundo Unified School District 641 Sheldon St. El Segundo, CA 90245-3036	
Year Completed or Current Status Client, Contact Person, and Phone Number	Currently in the implementation phase for CalSHAPE HVAC and Plumbing.  Elmer Gomez Director - Maintenance and Operations egomez@esusd.net (310) 615-2650	El Segundo Unified School District
Services Performed	Complete turnkey CalSHAPE HVAC and Plumbing Program services: Initial field audits, grand development and submission, construction management, implementation of all HVAC and plumbing measures such as HVAC Assessment and Report Development; filters and assessments system capacity and airflow; economizer condition review and corrections/repairs; verification of ventilation rates, outside air rate verification, exhaust air volume measurements, ventilation adjustments; demand control ventilation testing and adjustments; coil condition assessment and review; control sequence verification and adjustments; CO2 monitor installation; and BAS integration activities.	
<b>Project Cost</b>	\$549,000 within budget, CalSHAPE Grant	

Project Name	Capistrano Unified School District	NIII.	
<b>Project Address</b>	33122 Valle Road, San Juan Capistrano, CA 92675		
Year	Currently in the implementation phase for CalSHAPE		
Completed	HVAC and Plumbing		
Or Current	Ğ		
Status	O	CAPISTRANO/	
Client, Contact	Capistrano Unified School District, Steve Matteson,	UNIFIED SCHOOL DISTRICT	
Person, and	Manager-Energy, Safety, Environmental,		
Phone Number	SRMATTESONJR@capousd.org, (949) 234-9548		
Services	CalSHAPE HVAC and Plumbing Services. Grant application development and		
Performed	submission. Facilitation of NOPA documents. Board resolution support. Application		
	coordination services. Assessment of HVAC units. Development and submission of		
	Assessment Reports, Performance of TAB on HVAC units. Replacement of HVAC		
	filters. Installation of CO2 sensors. Perform HVAC unit maintenance and repair.		
	Development and submission of Verification Report. Identification and Replacement of		
	existing non-compliant plumbing fixtures and appliances, such as faucets, urinals,		
	toilets, commercial ice makers, dish washers. Performed CalSHAPE services for 57		
	schools: 3,366 HVAC units, 7,634 Filters, 2,568 CO2 monitors, and over 500 plumbing		
	fixtures.		
<b>Project Cost</b>	\$9,295,546, currently ongoing		
	<u> </u>		





Project Name Project Address	Montebello Unified School District 123 S Montebello Blvd, Montebello, CA 90640	TEBELLO U
Year Completed Or Current Status	Currently in the implementation phase for CalSHAPE HVAC and Plumbing.	WOW COMPANY OF THE PARK OF THE
Client, Contact Person, and Phone Number	Montebello Unified School District; Steve Sandoval; (323) 887-7900	OTHOOL DISTRIE
Services Performed	CalSHAPE HVAC and Plumbing Services. Grant application development and submission. Facilitation of NOPA documents. Board resolution support. Application coordination services. Assessment of HVAC units. Development and submission of Assessment Reports, Performance of TAB on HVAC units. Replacement of HVAC filters. Installation of CO2 sensors. Perform HVAC unit maintenance and repair. Development and submission of Verification Report. Identification and Replacement of existing non-compliant plumbing fixtures and appliances, such as faucets, urinals, toilets, commercial ice makers, dish washers. Performed CalSHAPE services for 28 schools: 1,598 HVAC units, 3,280 Filters, 1,323 CO2 monitors, and over 700 plumbing fixtures.	
Project Cost	\$6,339,064	

Project Name	Alhambra Unified School District	
Project Address	1515 West Mission Road, Alhambra, CA 91803	
Year	Currently in the implementation phase for CalSHAPE	
Completed	HVAC and Plumbing.	
Or Current		ALHAMBRA INNEFED SCHOOL DISTRICT
Status		UNIFIED SCHOOL DISTRICT
Client, Contact	George Murray, Asst. Superintendent, Alhambra Unified	
Person, and	School District, murray_george@ausd.us, 626-943-	
Phone Number	6500	
Services Performed	CalSHAPE HVAC and Plumbing Services. Grant a submission. Facilitation of NOPA documents. Board recoordination services. Assessment of HVAC units. Dev Assessment Reports, Performance of TAB on HVAC units Installation of CO2 sensors. Perform HVAC unit maintenand submission of Verification Report. Identification and compliant plumbing fixtures and appliances, such as fauce ice makers, dish washers.	esolution support. Application velopment and submission of a Replacement of HVAC filters. ance and repair. Development Replacement of existing non-
<b>Project Cost</b>	\$2,053,732	



## Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFQ



Project Name	Livingston Union School District				
Project Address	922 B Street, Livingston, CA 95334	* • /*			
Original	Currently in the implementation phase for CalSHAPE				
<b>Completion Date</b>	HVAC and Plumbing.				
/ Date					
Completed		\//			
Client, Contact	Andres Zamora, Superintendent, 209-394-5421	Livingston Union			
Person, and	azamora@livingstonusd.org	School District			
Phone Number		School Bistrict			
Services Performed	Complete turnkey CalSHAPE HVAC and Plumbing Program services: initial field audits, grant development and submission, construction management, implementation of all HVAC measures such as HVAC assessment and report development				
Project Cost	\$611,025				

Project Name	Central Unified School District	AT Tr	
<b>Project Address</b>	5652 W. Gettysburg, Fresno, CA 93722	RALONI	
Original	Currently in the implementation phase for CalSHAPE	ant. Byerr	
<b>Completion Date</b>	HVAC and Plumbing.	Every Day!	
/ Date		Every Bay:	
Completed		W S	
Client, Contact	Jesse Bath, Facilities Director, 559-274-4700		
Person, and	jbath@centralunified.org	The same of the sa	
Phone Number		OL DIST,	
Services Performed	Complete turnkey CalSHAPE HVAC and Plumbing Program services: initial field audits, grant development and submission, construction management, implementation of all HVAC measures such as HVAC assessment and report development.		
Project Cost	\$2,232,814		





## **Tab 4: References**

Project and Contact Information	Scope of Work, Services Provided, and Results	Start/Completion Date and Project Size
Capistrano Unified School	CalSHAPE HVAC and Plumbing Services. Grant	Currently
District	application development and submission. Facilitation of NOPA documents. Board resolution support.	Ongoing
Steve Matteson Manager-Energy, Safety, Environmental SRMATTESONJR@capousd.org (949) 234-9548	Application coordination services. Assessment of HVAC units. Development and submission of Assessment Reports, Performance of TAB on HVAC units. Replacement of HVAC filters. Identification and Replacement of existing non-compliant plumbing fixtures and appliances.	\$9,295,546
	Results: Successfully developed a turnkey CalSHAPE project that upgraded to more energy efficient HVAC equipment for the District.	

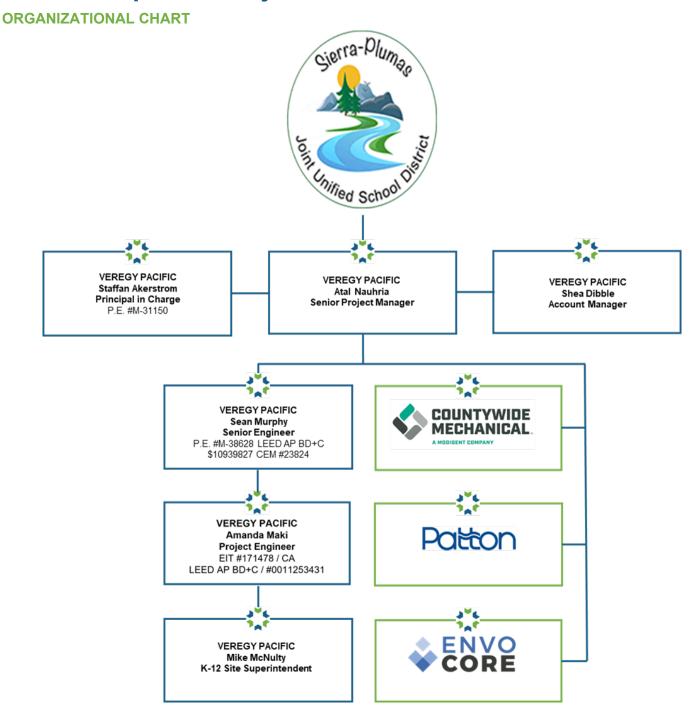
Project and Contact Information	Scope of Work, Services Provided, and Results	Start/Completion Date and Project Size
Livingston Union School District	Complete turnkey CalSHAPE HVAC and Plumbing	Currently
	Program services: initial field audits, grant	Ongoing
Andres Zamora	development and submission, construction	
Superintendent	management, implementation of all HVAC measures	\$611,025
209-394-5421	such as HVAC assessment and report development	
azamora@livingstonusd.org		
	Results: Successfully developed a turnkey	
	CalSHAPE project that upgraded to more energy	
	efficient HVAC and Plumbing equipment for the	
	District.	

Project and Contact Information	Scope of Work, Services Provided, and Results	Start/Completion Date and Project Size
Roseville City School District	Complete turnkey CalSHAPE HVAC and Plumbing Program services: Initial field audits, grand	Currently Ongoing
Justin Barrett, Assoc. DBIA, Director of Maintenance and Facilities (916) 782-5289 jbarrett@rcsdk8.org	development and submission, construction management, implementation of all HVAC measures such as HVAC Assessment and Report Development; control sequence verification and adjustments; CO2 monitor installation; and BAS integration activities.	\$2,138,190
	Results: Successfully developed a turnkey CalSHAPE project that upgraded to more energy efficient HVAC equipment for the District.	





## **Tab 5: Proposed Project Team**





Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFQ



## **VEREGY PRIME CONTRACTOR RESUMES**

## Shea Dibble, Senior Partnerships Manager

Shea is a Co-Founder and an experienced account management professional, providing Energy Efficiency and Demand Response portfolio program, regulatory, and policy expertise to TK-12 and higher education clients since 1999. Shea is the former Director, Regulatory Affairs and Policy for the Western HVAC Performance Alliance (WHPA). He is also currently serving on dozens of CalSHAPE grant and implementation teams.



ACCOUNT MANAGEMENT

PROJECT IMPLEMENTATION



## Staffan Akerstrom, P.E., Principal in Charge, Veregy

Mr. Akerstrom is a proven energy professional who has delivered consistent results for his clients over a 28-year career. His engineering expertise spans renewable energy (solar, biogas, biomass) and cogeneration, both in project development, construction management and finance and has been responsible for over \$250MM in energy projects and over 30 MW of distributed generation assets.

## **Atal Nauhria Project Manager**

Oversee all aspects of the CalSHAPE grant application and project administration project and Project team to ensure the goals, objectives of the project are met within the prescribed timeframe and funding parameters. Ensures constructability of proposed designs, prepares schedules, conducts site specific kick-off meetings, handles all project tracking and reporting, and safety compliance.



PROJECT IMPLEMENTATION

PROJECT IMPLEMENTATION



## Mike McNulty, Site Superintendent (HVAC and Plumbing)

Mr. McNulty conducts on-site audits and investigations, catalogs mechanical and plumbing equipment, develops master lists and reports for each location. Grant submissions and QA/QC reviews.

Amanda Maki, Project Architect/Engineer, Veregy

Handle all utility bill analysis, benchmarking, auditing, measure prioritization, cost analysis, energy savings calculations, retrocommissioning, and incentive identification (utility, grants, etc.). Review all energy calculations, develop and approve measure specifications.



PROJECT MPLEMENTATION



Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFQ



PROJECT DEVELOPMENT



## Sean Murphy, Senior Engineer, Veregy

Sean Murphy is a Senior Engineer with 9 years of experience in the TK-12 market. Mr. Murphy's capabilities include CalSHAPE grant application and project administration, energy auditing, energy data analytics, and institutional energy efficiency. During his tenure at Enpowered, he has supported and led investigations and analyses for dozens of TK-12 projects through the Prop 39, CalSHAPE, and SoCalREN's TEC program.



## ENVOCORE/ RETRO-TECH SYSTEMS - PLUMBING SUBCONTRACTOR RESUMES

## Mike Mazzoli, CWEP - Lead Plumbing Audit Specialist, Certified Water Efficiency Professional

**Role and Responsibilities:** Will lead the team of Plumbing Audit Specialists in the onsite identification of noncompliant plumbing fixtures and appliances; provide a description, list the respective efficiencies, and identify the noncompliant components of the plumbing fixtures and appliances; assist in the completion of the plumbing application; verify the installed Water-Conserving Plumbing Fixtures and Appliances including the minimum water efficiencies for plumbing fixtures and minimum ENERGY STAR ratings for plumbing appliances.

**Bio:** Mike has been with the Envocore family of companies for more than 5 years, with experience in both the construction and design/engineering divisions. Mike's TK-12 field expertise brings a sound perspective to equipment auditing and site surveys. Mike has extensive TK-12 experience in surveying domestic plumbing fixtures, kitchen equipment, laundry equipment, and cooling towers.

## Sabine Ziegler - Plumbing Audit Specialist

Role and Responsibilities: Will perform onsite identification of noncompliant plumbing fixtures and appliances; provide a description, list the respective efficiencies, and identify the noncompliant components of the plumbing fixtures and appliances; assist in the completion of the plumbing application.

**Bio:** Sabine has worked for Envocore family of companies for just under 2 years. Sabine is involved in the majority of TK-12 water efficiency site surveys performed and has expertise in the areas of domestic plumbing, kitchen equipment, laundry equipment, and irrigation systems.

## **Jay Tetrault - Plumbing Audit Specialist**

Role and Responsibilities: Will perform onsite identification of noncompliant plumbing fixtures and appliances; provide a description, list the respective efficiencies, and identify the noncompliant components of the plumbing fixtures and appliances; assist in the completion of the plumbing application.

**Bio:** Jay has worked for the Envocore family of companies for 2-1/2 years. Originally, Jay started in the utilities/municipal metering division, and has since cross trained as a survey coordinator and quality control reviewer of water efficiency survey data. Jay facilitates TK-12 surveys both in the field and from office setting reviewing audit data in real-time to ensure accurate survey results.





## Patton CERTIFICATIONS

## PATTON AIR CONDITIONING- HVAC SUBCONTRACTOR RESUMES AND TAB

## Justin Fortmeyer, Chief Engineer, Director of Preconstruction PE (CA License # M2414), Mechanical Engineer

Mr. Fortmeyer has 15+ years of experience in the HVAC/R industry. Mr. Fortmeyer manages the various projects for Patton. He has extensive experience in the TK-12, industrial, and commercial markets. His hands-on experience and system knowledge ensures that projects and services completed on time and under budget.



PROJECT IMPLEMENTATION

PROJECT IMPLEMENTATION



## **Chris May, President**

experience.

PE (CA License # M26783), Mechanical Engineer Mr. May is our Engineering manager that manages the team of HVAC service and certified technicians, responding to service requests and mechanical repair projects. Mr. May has over 15 years of HVAC

## Josh Winters, Service General Foreman

**Role and Responsibilities:** On-Site superintendent that will lead the field staff in the installation of equipment, filters, testing, repairs, reporting, and commissioning.

**Bio:** He has been working with Patton in various positions for over 10 years. He has years of HVAC experience and has first-hand experience leading the HVAC scope of work at the field level.



PROJECT IMPLEMENTATION

PROJECT MPLEMENTATION



## Abel Barajas, Service Foreman

**Role and Responsibilities:** On-Site superintendent that will lead the field staff in the installation of equipment, filters, testing, repairs, reporting, and commissioning.

**Bio:** He has been working with Patton for several years. He has years of HVAC experience and has first-hand experience leading the HVAC scope of work at the field level.







## COUNTYWIDE MECHANICAL SYSTEMS - HVAC SUBCONTRACTOR RESUMES AND TAB CERTIFICATIONS

General Manager Vice President



## ROBERT ALBRIGHT

Robert plays a key role in driving operational growth since joining the company within 9 months. He brings a wealth of knowledge in project management, team leadership, and strategic planning. Robert has a commitment with having a collaborative culture, prioritizing both client satisfaction and employee development. His duration is characterized by a track record of successfully navigating diverse challenges taking on increasing levels of responsibilities, making him an invaluable asset to Countywide Mechanical's executive team.

Project Executive



**TIM MCKEVENY** 

Tim McKeveny is a highly accomplished Project Executive with an impressive 25 year career spanning across diverse sectors. Which include Bio Tech, Governement, Education, and Private projects. His expertise encompasses managing projects from both Design Build and Plan & Spec Perspectives, focusing primarily on HVAC, Hydronic, and Plumbing Systems. Tim's extensive experience and proven track record make him a trusted leader in the field of project management. Tim McKeveny's career is a testament to his dedication, expertise, and passion for delivering successful projects that exceed expectations. With his comprehensive experience and unwavering commitment to excellence, Tim is a valuable assest to any team and a trusted partner for achieving project success. Tim's duties include oversight of budget, schedule, quality, control and client communications.

General Superintendent



## **JASON MCCLANAHAN**

With over 27 Years of experience in the Mechanical Industry Jason is well equipped for any project. Jason started out as General foreman and worked his way up as a Superintendent. He works closely with a specialized team of employees throughout the state performing precision in and out installations. Jason has a very thorough technical background having spent the early years of his career in the field. He has worked on many projects, such as ground up, K-12 schools, and federal government. Jason's duties include oversight of Scheduling, Manpower, Quality Control and Client Communications.









## PERSONNEL RESUMES

Name: Michael Renovich, TBE, CxA, LEED AP

Position: CEO - RSAnalysis and RSACx

**Employment History:** 1980 to 1984

G.J. Yamas, Inc. Apprentice / Technician

Environmental Controls,

Reno. Nevada

1984 to 1997

Test and Balance Technician

Raglen System Balance

Supervisor

Vice President

Reno, Nevada

1997 to Present

President RSAnalysis and

RSACx Commissioning

Solutions

El Dorado Hills, CA

**Education:** American River College, Sacramento, CA - 1977-79

Local 26 Pipe Fitters Apprenticeship Program 1980 –1984

Experience: While employed by G.J. Yamas installed and commissioned

pneumatic, electric, and electronic environmental control systems

throughout Northern Nevada.

Began as a test and balance technician for Raglen System Balance eventually becoming Vice President in charge of Bay Area operations in Northern California. While in this position oversaw completion of thousands of projects including air and water balance, sound testing and vibration testing. Projects encompassed all phases of construction including hospitals, laboratories, schools, universities and high rise residential and

commercial buildings.

In 1997 started RSAnalysis and completed and currently working on the same types of projects as above. RSAnalysis has grown to include offices in El Dorado Hills and San Francisco, California, Reno and Las Vegas, Nevada, and Salt Lake City, Utah. RSACx Commissioning Solutions was formed in 2009 and currently provides commissioning and system optimization

services in California. Nevada and Utah.



## Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFO







AN integra COMPANY

**Licenses:** CA Contractors License #748756

Classification D-61 / C62

Certifications: Associated Air Balance Council Test and Balance

Engineer (TBE #93-01-32) 1993 ACG Certified Commissioning Authority

(CxA #1003-023) - 2003

LEED Accredited Professional - 2009

Professional Associations:

Associated Air Balance Council (AABC)

Certified as Test and Balance Engineer – 1993 Served on Board of Directors 1999 - Present

Zone 3 Vice President 1999 – 2006 Secretary/Treasurer 2007 - 2008 Executive Vice President 2009 – 2010

President 2011 - 2012

ACG Commissioning Group 2003 - Present

ASHRAE – Redwood Empire LEED GBC 2009 – Present

Comments: Mr. Renovich has been involved in the test and balance and

commissioning phases of all types of projects since 1984. RSAnalysis currently employs full time technicians, 4 Test and Balance Engineers, and an in-person office staff including a full

CAD department.









AN integra COMPANY

## Eric Grundmeier, TBE President General Manager, Sacramento Field Operations TAB Division Manager

- Employed in the Test & Balance field since 2012 RSAnalysis, 2012 – present
- AABC Certified Technician since 2014
- Test & Balance Engineer certified by the Associated Air Balance Council (AABC) in 2016. (TBE #06-01-16)
- Recently completed projects:

Sutter Amador Pharmacy Upgrade – Jackson, CA
Sutter General Hospital – Various Projects
Kirtland AFB – New Mexico
1300 I St. – Sacramento, CA
2350 Mission College Blvd. – Santa Clara, CA
Adventist Health Shared Services Campus – Roseville, CA

## Chris Gorton General Manager, Northern Nevada Operations QC Manager

- Employed in the Test & Balance field since 1998.
   Thermascope; 1998 2002
   RSAnalysis, 2002 present
- AABC Certified Technician 2003 (#106-01-03)
- Recently completed projects:
  Google Reno, NV
  Apple Reno, NV
  Renown Med Center Reno, NV
  St. Mary's Med Center Reno, NV
  Bohach Elementary Spark, NV

## Daniel Wright General Manager, Utah & Southern Nevada Operations QC Manager

Employed in the Test & Balance field since 1993.

BTC Services; 1993 – 2021 RSAnalysis, 2021 – Present

- AABC Certified Technician 2023 (#356-01-22)
- · Recently completed projects:

Petersen Inc. – Ogden, UT
Sanpete Valley Hospital Lab Remodel – Mount Pleasant, UT
Jordan Valley Water Conservancy – Dist. Air Tower Testing – West Jordan, UT
Jordan Valley Medical Center West Cath Lab – West Valley City, UT
Fresenius Chilled Water Investigation – Ogden, UT





## **Appendix: Resumes and Certificates**



## **Shea Dibble**

#### SENIOR PARTNERSHIPS MANAGER

Shea is a Co-Founder and an experienced account management professional, providing Energy Efficiency and Demand Response portfolio program, regulatory, and policy expertise to TK-12 and higher education clients since 1999. Shea is the former Director, Regulatory Affairs and Policy for the Western HVAC Performance Alliance (WHPA). He is also currently serving on dozens of CalSHAPE grant and implementation teams throughout California

## **EDUCATION**

Business Management, Certificate, California State University Los Angeles

Bachelor of Arts, California State University Northridge

## **ROLES/RESPONSIBILITIES**

Provides assistance with the overall CalSHAPE program navigation as well as other state and local programs that may apply to this engagement. Shea will serve as the primary local customer care representative, ensuring that the project is meets the needs and wants of the District.

## **WORK EXPERIENCE**

Years in the Industry: 25 Years at Veregy: 11

- Alhambra Unified School District \$20.7M
- Irvine Unified School District \$6.3M
- Santa Ana Unified School District \$6.6M
- Montebello Unified School District \$3.2M
- Capistrano Unified School District \$1.2M
- Baldwin Park Unified School District \$1.9M
- Oxnard Union High School District \$781,500
- Golden Plains Unified School District \$396,314
- Covina Valley Unified School District \$3,767,082
- Oceanside Unified School District \$3,750,782
- Newport Mesa Unified School District \$3,599,550
- Brentwood Union School District \$3,270,624
- Inglewood Unified School District \$2,779,957
- Ventura Unified School District \$2,243,617
- Central Unified School District \$2,232,814



Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFO





## **Staffan Akerstrom**

## **GENERAL MANAGER**

Mr. Akerstrom is a Co-Founder and Principal who has delivered consistent results for his clients over a 28-year career. He is an expert project developer, engineer, and professional who has been involved with all aspects of project development, engineering, and execution for K12 clients. He has been responsible for over \$250M in energy efficiency projects in areas such as HVAC, lighting, controls, demand response, energy management systems, and over 30MW of distributed generation assets. He is currently involved in the development and implementation of TK-12 implementation projects utilizing AB841 CalSHAPE and other funding sources. He is also currently serving on several CalSHAPE grant and implementation teams.

## **EDUCATION**

University of California, Irvine B.S. in Mechanical Engineering

### LICENSES/CERTIFICATIONS

- Professional Engineer #M-31150
- Certified Energy Manager (CEM)
- Certified Lighting Efficiency Professional (CLEP)
- ▶ LEED Accredited Professional (LEED AP)

## **WORK EXPERIENCE**

Years in the Industry: 28 Years at Veregy: 11

- Alhambra Unified School District \$20.7M
- Irvine Unified School District \$6.3M
- Santa Ana Unified School District \$6.6M
- Montebello Unified School District \$3.2M
- Capistrano Unified School District \$1.2M
- Baldwin Park Unified School District \$1.9M
- Oxnard Union High School District \$781,500
- Golden Plains Unified School District \$396,314
- Covina Valley Unified School District \$3,767,082
- Oceanside Unified School District \$3,750,782
- Newport Mesa Unified School District \$3,599,550
- Brentwood Union School District \$3,270,624
- Inglewood Unified School District \$2,779,957
- Ventura Unified School District \$2,243,617
- Central Unified School District \$2,232,814







## **Atal Nauhria**

## SENIOR PROJECT MANAGER

Atal Nauhria is Sr. Project Manager with Veregy. Mr. Nauhria's capabilities include offering 15+ years of expertise in project management, multi-site operations, controls and automation, quality and cost control, personnel leadership, process improvement, energy efficiency and risk reduction. Extensive experience directing schedule, scope of work, and cost estimation for small scale projects to multi-million-dollar projects.

During his tenure at Veregy, he oversaw the multiple CalSHAPE projects for both Ventilation and Plumbing and has extensive experience in CEC program guidelines and their requirements. He also oversaw and managed the project design, project progression, project allocation for clients like Frito-Lay, Baxter, Mondelez by optimizing their HVAC, air compressors, CIP control system etc. to maximize energy savings.

Atal will oversee all aspects of the program and will work with the district personnel to ensure the schedule and the status of the project. Atal will be the main point of contact for district to address any questions that site may have.

## **EDUCATION**

B.S. in Electrical Engineering The Ohio State University

## **SKILLS**

- Project Planning and Execution
- Multi-site Operations
- Risk Management
- Budget Forecasting

#### **WORK EXPERIENCE**

Years in the Industry: 15 Years at Veregy: 4

- Alhambra Unified School District \$20.7M
- Irvine Unified School District \$6.3M
- Santa Ana Unified School District \$6.6M
- Montebello Unified School District \$3.2M
- Capistrano Unified School District \$1.2M
- Baldwin Park Unified School District \$1.9M
- Oxnard Union High School District \$781,500
- Covina Valley Unified School District \$3,767,082
- Oceanside Unified School District \$3,750,782
- Newport Mesa Unified School District \$3,599,550
- Brentwood Union School District \$3,270,624



Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFQ





## **Michael McNulty**

## **SUPERINTENDENT**

Michael is a Veregy Site Superintendent, with extensive field experience and expertise construction in management. commissioning. and sustainability consulting. He has worked with diverse stakeholders on fast-paced, complex projects in all phases of building design, construction, turnover, and ongoing operations, supporting ambitious Client goals for resilient, highperformance buildings and campuses. In his role as Superintendent, he interfaces between the Client and the tradespeople performing the work to ensure quality and end-user satisfaction.

## **EDUCATION**

BA, Columbia University MA, Columbia University

HVAC Certificate, UC Berkeley

Advanced Program in Sustainability Management and Project Management, UC Berkeley

## **SKILLS**

- Project Management, Stakeholder Collaboration
- Building Commissioning, Operations, MBCx, M&V
- Controls Integration, Smart Buildings, End-User Education
- Health / Sustainability certification synergies: WELL, LEED, etc.
- Resiliency, Transformational Leadership, Cultural Rese

## WORK EXPERIENCE

Years in the Industry: 22 Years at Veregy: 3

- Livermore Valley Unified School District, Livermore CA - \$1.7M
- Albany Unified School District, Albany CA \$381,420
- El Dorado Union High School District, Placerville CA -\$1.1M
- Roseville Unified School District, Roseville CA \$2.1M
- Placer Union High School District, Auburn CA -\$510,720
- Achieve Charter, Paradise CA
- Central Unified School District. Fresno CA \$2.2M
- Merced Unified School District, Merced CA \$1.3M
- Livingston, Unified School District, Livingston CA -\$611,025
- Golden Plains Unified School District, San Joaquin CA - \$593,257







## **Amanda Maki**

## **ENERGY ENGINEER**

Amanda Maki is an Energy Engineer for the Energy Services Team at Veregy. She provides commissioning, retro-commissioning, energy auditing, and energy data analytics for energy and renewable projects. Currently, she is working on energy audits and retro-commissioning projects on existing buildings for educational and governmental clients. She has experience in developing energy baselines, completing energy saving calculations, and performing pre-functional testing. Ms. Maki also has experience in commissioning newly installed systems including performing functional performance testing and trend reviews.

## **EDUCATION**

B.S. Environmental Sciences, University of California, Los Angeles M.S. Civil and Environmental Engineering, Stanford University

#### LICENSES/CERTIFICATIONS

Certified Fitwel AP

## **WORK EXPERIENCE**

Years in the Industry: 3 Years at Veregy: 2

- ABC Unified School District \$1.1M
- Buena Park School District \$5.8M
- Temple City Unified \$722K
- Oceanside Unified School District \$3.7M
- Ventura Unified School District \$2.2M
- Alhambra Unified School District \$20.7M
- Irvine Unified School District \$6.3M
- Santa Ana Unified School District \$6.6M
- Montebello Unified School District \$6.3M
- Capistrano Unified School District \$9.2M
- Baldwin Park Unified School District \$3.2M
- Covina Valley Unified School District \$3.7M
- Inglewood Unified School District \$2.7M







## **Sean Murphy**

## SENIOR ENERGY ENGINEER, P.E., CCP, CEM, LEED AP BD+C

Sean Murphy is a Senior Energy Engineer with Veregy. Mr. Murphy's strengths include retro-commissioning, energy auditing, new construction commissioning, energy data analytics, climate action planning, industrial energy efficiency, and project management and delivery. His data analysis capabilities include performing NMEC whole-building statistical regressions, trend data analysis in a variety of software, and root cause analysis in various energy management systems. During his tenure at Veregy, he has supported and led investigation, project development, and implementation support for large retro-commissioning projects, ASHRAE level 3 energy audits, and new construction commissioning for TK-12 clients throughout the Southern California Regional Energy Network.

#### **EDUCATION**

University of North Carolina at Chapel Hill B.S. in Environmental Science

B.S. in Environmental Science
University of Dayton
M.S. in Renewable and Clean Energy
Engineering,

## LICENSES/CERTIFICATIONS

- Certified Commissioning Professional #754
- LEED Accredited Professional BD+C #10939827
- AEE Certified Energy Manager #23824
- Professional Mechanical Engineer (CA) #38628

## **WORK EXPERIENCE**

Years in the Industry: 8 Years at Veregy: 5

- Alhambra Unified School District \$20.7M
- Irvine Unified School District \$6.3M
- Santa Ana Unified School District \$6.6M
- Montebello Unified School District \$3.2M
- Capistrano Unified School District \$1.2M
- Baldwin Park Unified School District \$1.9M
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- Inglewood Unified School District \$2,779.957
- Ventura Unified School District \$2,243,617
- Central Unified School District \$2,232,814









## Test & Balance Submittal

Contractor: Patton Air Conditioning
Scope: Certified Test & Balance





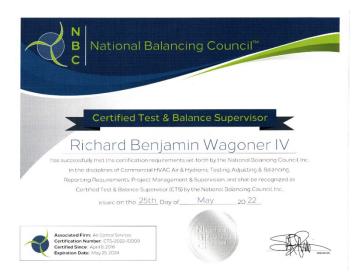






## Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects REO













## Associated Air Balance Council Annual Certificate

Awarded to

## Joel M. Johnson, TBE

RSAnalysis, LLC - South San Francisco

In recognition of their qualification as a

## Gerțified Test and Balance Engineer

under the rules, regulations, and requirements of the Association Air Balance Council. The above named is fully authorized to perform total system balance in accordance with the standards as established by the AABC and as a member of the Associated Air Balance Council for the year

#### 9094

This registration number 24-01-131 is fully recognized by the bytaws and charter of this professional association. Gerification is renewable on an annual basis offer examination of the agency's record for the preceding year. This cerificate expires December 31, 2021.







## Associated Air Balance Council Annual Certificate

Nwarded to

Eric R. Grundmeier, TBE RSAnalysis, LLC (South San Francisco)

In recognition of their qualification as a

## Gertified Test and Balance Engineer

under the rules, regulations, and requirements of the Association Air Balance Council. The above named is fully authorized to perform total system balance in accordance with the standards as established by the AABC and as a member of the Associated Air Balance Council for the year

#### 2024

This registration number 17-01-112 is fully recognized by the bylaws and charter of this professional association.

Gertification is renewable on an annual basis after examination of the agency's record for the preceding year.

This certificate expires December 81, 2024.







hereby certifies that

## Zachary R. Smith

has met all requirements and passed the necessary examination to perform testing and balancing as an AABC

Certified Test & Balance Technician under the supervision of a certified test and balance engineer for

## RSAnalysis, LLC

This registration number 387.01.24 is only recognized under the auspices of the above named AASBC member agency. This certificate express December 31, 2024 and is renewable on an annual basis.













## **Attachments**

## ATTACHMENT D: NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED

ATTACHMENT "D"

## NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED (Public Contract Code Section 7106)

State of California

County of Orange

I, Staffan Akerstrom, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this 16 day of September, 2024

Signature of Officer

<u>Staffan Akerstrom</u> Typed name of Officer



Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects RFO



## LABOR AND/OR MATERIALS RELEASE CERTIFICATE

#### LABOR AND/OR MATERIALS RELEASE CERTIFICATE

The undersigned hereby waives and releases any and all liens or claim or right of lien against the Sierra-Plumas Joint Unified School District the property described herein and improvements thereon and for improvements incident thereto.

The undersigned certifies that all workmen and persons employed, all firms supplying materials and all subcontractors upon the project have been paid in full; and that there are no bills outstanding against the project for either labor or materials, except certain items, if any, to be set forth in the affidavit covering disputed items or claims in connection with Notice to Withhold which have been filed under the provisions of the Statues of the State of California.

Date:	September 17, 2004	
Notarized by:	Dana Wilm	DANA W. RUSS Notary Public - Arizona MARICOPA COUNTY Commission # 666928 Expires May 17, 2028
Signed by:		

To be provided upon completion of services.





## **CONTRACTORS' LIABILITY**

#### **CONTRACTORS' LIABILITY**

Each CONTRACTOR to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract.

It is understood that you are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of the code and you will comply with such provisions before commencing the performance of the work of this contract.

It is agreed that the SCHOOL shall be held harmless for any accidents occurring during the Contractor's use of the facilities, unless there be contributory negligence on the part of the SCHOOL.

But



## Veregy's Response to Sierra-Plumas Joint Unified School District for CalSHAPE Energy Efficiency Projects



## PAYMENT AND PERFORMANCE BOND GUARANTEE



Marsh McLennan Agency 825 Maryville Centre Drive | Suite 200 Chesterfield | MO 63017 T +1 314 594 2700 MarshMMA.com

July 2, 2024

RE: Veregy, LLC

To Whom It May Concern,

Marsh McLennan Agency is pleased to provide surety credit for Veregy, LLC. During our relationship with Veregy, LLC we have never had a question as to respects to workmanship or their ability to perform.

The current surety for Veregy, LLC is SiriusPoint America Insurance Company. SirusPoint America Insurance Company has a AM Best rating of A- (Excellent) with a financial strength of XV (\$2 Billion or greater) and S&P Long Term Debt Rating of BBB. Veregy, LLC has the technical expertise, equipment, labor force to successfully perform projects at the \$125,000,000 single /\$325,000,000 aggregate bonding program. They currently have \$160,000,000 available in bonding capacity.

Should a project be awarded to and accepted by Veregy, LLC, we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Veregy, LLC and SiriusPoint America Insurance Company. We assume no liability to third parties or to you if for any reason we do not execute said bonds

Please feel free to contact me if you have any questions regarding Veregy, LLC or their surety bond programs.

Sincerely,

Andrew P. Thome, Attorney-in-Fact SiriusPoint America Insurance Company



A business of Marsh McLennan

Your future is limitless."





State of <u>Missouri</u> County of <u>St. Louis</u>

On <u>July 2, 2024</u>, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Andrew P. Thome</u> known to me to be Attorney-in-Fact of

## SIRIUSPOINT AMERICA INSURANCE COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Amanda L. Williams, Notary Public

AMANDA L. WILLIAMS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jul. 24, 2025
Commission # 13507257

My Commission Expires:





MMASTL01\_0323

## POWER OF ATTORNEY SIRIUSPOINT AMERICA INSURANCE COMPANY NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Andrew P. Thome, Amanda Williams, Blake Messer, Andrea McCarthy, Dana Johnnessee

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, Strius Point America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: Nelissa J. Ralph
Secretary

State of New Jersey }

County of Monmouth

} ss.

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

TNAEJA E LEWIS-SCOTT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 31, 2028
COMMISSION: #50208541

Notary Public

My Commission expires

March 31, 2028

State of New Jersey County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the scal of said Company this 2nd day of July, 2024

SEAL 1979 1979

Mehssa J. Ralph Sceretary



# VEREGY PACIFIC, LLC, (f/k/a ENPOWERED SOLUTIONS, LLC) CALSHAPE VENTILATION AND PLUMBING IMPLEMENTATION SERVICES AGREEMENT

CUSTOMER NAME: Sierra-Plumas Joint Unified School District

DATE OF SUBMISSION: September 26, 2024

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Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence, or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The Parties should be clearly aware of the material deleted from the standard form. Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.

## **ARTICLE 1**

#### GENERAL PROVISIONS

- 1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated September 9<sup>th</sup>, 2024 (the "Effective Date") by and between Veregy Pacific, LLC (f/k/a) Enpowered Solutions, LLC, a limited liability company and collectively referred to as "Veregy" with a principal place of business at 3090 Bristol Street, Ste. 400, Costa Mesa, CA 92626, and **Sierra-Plumas Joint Unified School District** ("CUSTOMER") with a principal place of business at 109 Beckwith Rd. Loyalton, CA 96118-0955. (collectively the "Parties").
- 1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and VEREGY and supersedes all prior negotiations, representations, or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by: (1) a written amendment signed by both CUSTOMER and VEREGY; and (2) a Change Order. None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.
- 1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by VEREGY to fulfill VEREGY's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than VEREGY.
- **1.4** The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part and which may include construction by the CUSTOMER and by separate contractors.
- 1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by VEREGY. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.
- 1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

## **ARTICLE 2**

## VEREGY'S RESPONSIBILITIES

## 2.1 <u>VEREGY Services</u>

- **2.1.1** VEREGY shall be responsible for construction of the Project, except as otherwise set forth in the Construction Documents. VEREGY shall not be responsible for any work undertaken by CUSTOMER or CUSTOMER's contractors.
- **2.1.2** VEREGY shall secure permits necessary for the Work. CUSTOMER shall reasonably assist VEREGY with securing the permits. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.
- **2.1.3.** VEREGY shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless VEREGY needs to provide such services in order to carry out the VEREGY's responsibilities for construction means, methods, techniques, sequences, and procedures.

2.1.4 VEREGY shall comply with each and every applicable Federal Requirement and each and every applicable EEO Requirement. By way of regulatory compliance and clarity and not to limit the commitment made herein, Attachment H Federal Requirements Compliance is attached hereto, incorporated herein, and made a part hereof for all purposes.

## 2.2 Responsibilities with Respect to the Work

- 2.2.1 VEREGY will provide supervision, inspection, labor, materials, tools, equipment and subcontracted items reasonably necessary for the execution and completion of the Work as described in Attachment A. VEREGY represents and warrants it has read and is familiar with the CalSHAPE Ventilation and Plumbing Program Guidelines ("Guidelines") established by the California Energy Commission ("CEC"). VEREGY shall cooperate with and assist CUSTOMER in complying with the Guidelines, as applicable and appropriate and as more fully set forth in Attachment A. At CUSTOMER's request, VEREGY shall provide a contractor estimate as required in the Guidelines and attach the contractor estimate as part of Attachment A hereto In the event of a negative audit finding arising from VEREGY's noncompliance with these Guidelines, or any other procurement procedures or other obligations of the California Energy Commission related to California AB 841, VEREGY will be required to reimburse CUSTOMER for funds flagged as a part of any such negative audit finding.
- 2.2.2 VEREGY shall keep the premises in an orderly fashion and reasonably free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, VEREGY shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, VEREGY shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery, and surplus material. If CUSTOMER wishes to keep any surplus materials, then it shall indicate its intention in writing to keep the surplus materials to VEREGY prior to the surplus materials being removed from the project site. Unless otherwise agreed to herein, all surplus materials shall be the property of VEREGY. VEREGY shall dispose of all waste and hazardous materials or rubbish caused by its operations, including any hazardous materials brought to the project site by VEREGY.
- **2.2.3** VEREGY shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work; provided, however, that VEREGY shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.
- 2.2.4 VEREGY shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that VEREGY shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with VEREGY, including CUSTOMER, CUSTOMER's employees, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of VEREGY for the elimination or abatement of any such health or safety hazards at the site of the work.
- 2.2.5 VEREGY shall promptly notify the CUSTOMER if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in this Agreement, and/or (2) that an unknown physical condition at the site of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the Agreement. If CUSTOMER receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the Agreement, it must put its determination in writing and an equitable adjustment to the contract price and time must be made.
- **2.2.6** VEREGY shall comply with federal, state and local laws, regulations, and industry standards, including the most up to date California Energy Commission CalSHAPE Ventilation and Plumbing Program Guidelines, as applicable. Veregy shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec 8350 et. seq.

- **2.2.7** VEREGY shall comply with all Division of State Architect (DSA), California Environmental Quality Act (CEQA), and Public Works project requirements, as applicable, including payment of a prevailing wage and related labor reporting requirements.
- **2.2.8** VEREGY shall complete any and all fingerprinting requirements and criminal background checks required by State law.

## 2.3 Patent Indemnity

- **2.3.1** VEREGY shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by VEREGY, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by VEREGY hereunder; 2. CUSTOMER gives VEREGY immediate notice in writing of any such suit and permits VEREGY, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit.
- **2.3.2** If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct, or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.
- **2.3.3** In the case of a final award of damages in any such suit, VEREGY will pay such award. VEREGY shall not, however, be responsible for any settlement made without its written consent.
- **2.3.4** This article states VEREGY's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by VEREGY hereunder. In no event shall VEREGY be liable for any indirect, special, or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

## 2.4 Warranties and Completion

- **2.4.1** VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished by VEREGY to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, abuse, neglect, misuse, modifications, improper or insufficient maintenance, improper operation or use in violation of any instructions supplied by VEREGY, in which case this warranty shall be null and void. VEREGY's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at VEREGY's option and at VEREGY's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of VEREGY for any breach of any warranty related to the equipment and materials furnished by VEREGY pursuant to this Agreement.
- **2.4.2** All Subcontractor's and manufacturer's warranties shall be deemed furnished and assigned to CUSTOMER pursuant to the Contract Documents without further action by VEREGY upon Final Payment by CUSTOMER as required under the Contract Documents.
- **2.4.3** THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND VEREGY HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN. VEREGY shall not be liable for any special, indirect, incidental, or consequential damages arising from, or relating to, this limited warranty or its breach.
- 2.4.4 VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

#### 2.5 Hazardous Materials

2.5.1 Except as expressly provided in Schedule A, VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state, or local governmental entities. "Hazardous materials" shall also include lead paint, fungus, and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section. In the event that the Parties agree that VEREGY shall remove or remediate any Hazardous Materials discovered during the course of the Work, VEREGY shall be entitled to a Change Order increasing the Contract Price and Contract Time for said removal and/or remediation.

## **2.5.2** [INTENTIONALLY OMITTED].

**2.5.3** Unless prior to the execution of this Agreement, VEREGY received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to VEREGY that CUSTOMER is not aware of any Hazardous Materials present at the site.

## **ARTICLE 3**

#### CUSTOMER'S RESPONSIBILITIES

- 3.1 CUSTOMER shall provide VEREGY full information necessary and relevant to the evaluation, performance, and requirements for the Work. VEREGY shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.
- 3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work, execute and agree to Change Orders and render decisions promptly.
- **3.3** CUSTOMER shall furnish to VEREGY surveys describing physical characteristics, all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work, and the Project.
- **3.4** VEREGY shall secure and pay for all necessary approvals, easements, assessments, permits, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.
- 3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY, and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.
- **3.6** The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and VEREGY shall be entitled to rely upon the accuracy and the completeness thereof.
- **3.7** CUSTOMER shall comply with all applicable federal, state, and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

- 3.8 CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall immediately notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. When the Hazardous Material has been remediated or removed, Work in the affected area shall resume upon written agreement of CUSTOMER and VEREGY. By Change Order, the Contract Time shall be extended appropriately, and the Contract Price shall be increased in the amount of the VEREGY's reasonable additional costs of shut-down, delay and start-up and for any additional work performed by VEREGY.
- 3.9 To the fullest extent allowed by law, CUSTOMER shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this Article 3, the existence of mold or a Hazardous Materials at a site, performance of the Work in the affected area, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the Hazardous Materials or occurrence is discovered or occurs. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this section shall be construed to require that CUSTOMER indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any Hazardous Materials brought to the site by VEREGY (and CUSTOMER acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as Hazardous Materials).
- 3.10 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on VEREGY's net income.

## **ARTICLE 4**

### **SUBCONTRACTS**

- 4.1 At its exclusive option, VEREGY may subcontract some or all of the Work. VEREGY, as soon as practicable after execution of the Agreement, shall furnish in writing to CUSTOMER, if requested by CUSTOMER, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CUSTOMER will promptly reply to VEREGY in writing stating whether or not CUSTOMER has reasonable objection to any such proposed person or entity. Failure of CUSTOMER to reply promptly shall constitute notice of no reasonable objection. Notwithstanding anything herein to the contrary,
- **4.2** A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor, and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.
- **4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their work. Unless otherwise expressly agreed to, VEREGY shall not be responsible for the management or supervision or the performance of any work by any of CUSTOMER's employees, contractors, or subcontractors.
- 4.4 CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

## **ARTICLE 5**

#### INSTALLATION AND ACCEPTANCE

- 5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.
- 5.2 If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular resulting from said pandemic or crisis, that impacts the provision of labor or interferes with VEREGY's or any of VEREGY's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom. VEREGY shall be entitled to additional compensation for any added costs associated with the performance of the Work caused by any Pandemic Delay.
- 5.3 VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment E. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

#### **ARTICLE 6**

#### PRICE AND PAYMENT

## 6.1 Price

- **6.1.1** The price for the Work is not to exceed as below, subject to the adjustments set forth in Articles 5 and 7.
  - CalSHAPE Ventilation Project \$51,330.00
  - CalSHAPE Plumbing Project \$127,575.00
  - CalSHAPE Upgrade and Repair Grant (Phase 2): Not to Exceed \$2,000,000.00 as per the Districts eligibility cap. The final pricing and scope will be decided after Phase 1 is approved by CalSHAPE.
- **6.1.2** The price is based upon laws, codes, and regulations in existence as of the date this Agreement is executed.
- **6.1.3** The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.
- **6.1.4** The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.
- **6.1.5** If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

**6.1.6** The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests VEREGY to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus VEREGY's overhead and profit, shall be added to the Contract Price.

## 6.2 Payment

- **6.2.1** Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date.
- **6.2.2** Payments due and unpaid shall bear interest from the date payment is due at the rate of 1½% per month, compounded monthly. In the event that CUSTOMER failed to pay VEREGY any sums due, CUSTOMER shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY's costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

#### **ARTICLE 7**

#### **CHANGES IN THE PROJECT**

- **7.1** A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.
- **7.2** CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both Parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

## 7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by uncontemplated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If VEREGY wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by VEREGY before proceeding to execute the Work, except in an emergency endangering life or property, in which case VEREGY shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and VEREGY cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

## 7.5 <u>Emergencies</u>

In any emergency affecting the safety of persons or property, VEREGY shall act, at its discretion, to prevent threatened damage, injury, or loss. Any increase in the Price or extension of time claimed by VEREGY on account of emergency work shall be determined as provided in Section 7.4.

## 7.6 Minor Changes

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

## **ARTICLE 8**

## INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

## 8.1 Indemnity

- **8.1.1** VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents, and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work. Nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.
- **8.1.2** CUSTOMER shall indemnify and hold harmless VEREGY and VEREGY's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents, or employees.
- **8.1.3** CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and VEREGY and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to VEREGY.

## 8.2 Contractor's Liability Insurance

- **8.2.1** VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement.
- **8.2.2** The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.
- **8.2.3** VEREGY's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

## (a) Commercial General Liability

Combined Single Limit \$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations Aggregate

\$ 2,000,000 General Aggregate Other Than Products & Completed Operations (b) **Commercial Automobile Liability** \$ 1,000,000 Each Occurrence

Combined Single Limit

(c) **Professional Liability** 

\$1,000,000 General Aggregate

- **8.2.4** VEREGY shall maintain at all times during the performance of the Work and Services hereunder, Workers Compensation Insurance in accordance with the laws of the State in which the Work is performed.
- **8.2.5** All insurance companies shall be lawfully authorized to do business in California as admitted carriers, have an "A" policy holders rating and a financial size rating of at least Class VII in accordance with the most current Best's Key Rating Guide, Property-Casualty.

## 8.3. CUSTOMER's Liability Insurance

**8.3.1** CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

## 8.4 <u>Insurance to Protect Project</u>

- **8.4.1** [INTENTIONALLY OMITTED].
- **8.4.1.1** If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and VEREGY and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of VEREGY and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- **8.4.2** CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and VEREGY against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and VEREGY, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and VEREGY shall be determined by mutual agreement and separate limits of coverage fixed for each item.
- **8.4.3** CUSTOMER shall provide Certificate(s) of Insurance to VEREGY before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. VEREGY will be given sixty (60) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

## 8.5 Property Insurance Loss Adjustment

- **8.5.1** Any insured loss shall be adjusted with CUSTOMER and VEREGY and made payable to CUSTOMER and VEREGY as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.
- **8.5.2** Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the Parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

## 8.6 Waiver of Subrogation

**8.6.1** CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and VEREGY as trustees. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

- **8.6.2** CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractor and Subsubcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.
- **8.6.3** CUSTOMER waives subrogation against VEREGY, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- **8.6.4** If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

## 8.7 <u>Limitation of Liability</u>

**8.7.1** In no event shall VEREGY be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against VEREGY for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.

### **ARTICLE 9**

### TERMINATION OF THE AGREEMENT

- 9.1 If VEREGY defaults in or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If VEREGY has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to VEREGY, but if the expense exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.
- 9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.
- 9.3 VEREGY may terminate this Agreement at any time without cause. Termination shall be by service of seven (7) days written notice to CUSTOMER. In the event of termination pursuant to this Section, CUSTOMER shall be obligated to pay VEREGY for any work completed and for costs of materials or equipment purchased by VEREGY which cannot reasonably be returned and any other out-of-pocket expenses incurred by VEREGY prior to the date of termination. If VEREGY wrongfully exercises VEREGY's termination options under this Article, that termination for default shall be considered a termination for VEREGY's convenience.

### **ARTICLE 10**

#### **ASSIGNMENT**

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be unreasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

### **ARTICLE 11**

### MISCELLANEOUS PROVISIONS

- 11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.
- 11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by VEREGY that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation, or termination of this Agreement.

- 11.3 If any provision is held illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.
- 11.4 Risk of loss for all equipment and materials provided by VEREGY hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from VEREGY or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to VEREGY, whichever occurs later.
- 11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

### To VEREGY:

Attention: Clayton Boop, Vice President, <a href="mailto:cboop@veregy.com">cboop@veregy.com</a>; 602-903-0535

Staffan Akerstrom, General Manager, sakerstrom@veregy.com; 714-883-3449

#### To SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT:

Attention: Sean Snider, Superintendent, ssnider@spjusd.org; 530-993-1660

**11.6 Waiver.** VEREGY's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

- 11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.
- 11.8 Ambiguities. The Parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- **11.9 Headings.** The section headings contained herein are intended for convenience and reference only and are not a part of this Agreement.
- **11.10 Authority to Enter into this Contract**. The persons signing the Agreement on behalf of the Parties are authorized to execute and accept contracts of this nature.
- **11.11 CUSTOMER Representations.** To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid, and binding obligation of the CUSTOMER.

### **ARTICLE 12**

### **ARBITRATION**

12.1 The Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association at a location specified by VEREGY.

Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance the law of the State of California.

### **ARTICLE 13**

### LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS

13.1 The Parties agree that VEREGY in not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by VEREGY; that VEREGY will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save VEREGY harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The Parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the Parties agree that if any liability is imposed on VEREGY for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the Parties. No suit or action shall be brought against VEREGY more than one (1) year after the accrual of the cause of action thereof.

11

### **ARTICLE 14**

### ALLOCATION OF SECTION 179D DEDUCTION TO DESIGNER

14.1 CUSTOMER acknowledges and represents that the project site where VEREGY's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to VEREGY any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that VEREGY is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's commercial building property, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by VEREGY to ensure that VEREGY receives the Section 179D deduction.

#### **ARTICLE 15**

### SUBSEQUENT PHASES OF WORK

15.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both Parties in writing. The Parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer, including HVAC replacement funded by the CalSHAPE Phase 2 Ventilation Grant Program.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

**15.2** The CUSTOMER agrees to VEREGY performing the additional work in the next phase (Phase 2) of CalSHAPE grant program which is the Upgrade and Repair Grant for HVAC units. The description of the scope of work for Phase 2 is attached to this agreement under Exhibit C in compliance with California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency Ventilation Program Guidelines – Fifth Edition.

The price for the Upgrade and Repair Grant will be Not to Exceed \$2,000,000.00 as per the Districts eligibility cap. The detailed scope of work for Phase 2 will be determined upon completion of work of the CalSHAPE Assessment and Maintenance Grant (Phase 1).

## **APPROVALS:**

The Parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

VEREGY PACIFIC, LLC	SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT
Signature	Signature
Name	Name Sean Snider
Title	Title Superintendent
Date	Date

Total Number of Sites 2

## **ATTACHMENT A** THE WORK (SCOPE-OF-WORK)

## **EXHIBIT A**

## **Scope of work for Ventilation Project** Sierra-Plumas Joint Unified 46701770000000

CDS Code Site Name Downieville Junior-Senior High 46701774632303 Downieville Elementary 46701776050611

## Downieville Junior-Senior High

Category	Unit Count
Assessment & Maintenance	7
Filter	31
Monitor	8

## Downieville Elementary

Category	Unit Count
Assessment & Maintenance	4
Filter	14
Monitor	6

CalSHAPE Ventilation Program Agreement Number 23R5VA1146

# **EXHIBIT A Scope of Work for Plumbing Project**

## Sierra-Plumas Joint Unified 46701770000000 Total Number of Sites 2

Site Name	CDS Code
Downieville Junior-Senior High	46701774632303
Downieville Elementary	46701776050611

## Downieville Junior-Senior High

Appliance/Fixture	Unit Count
Interior Faucet	1
Toilet	10
Urinal	5

## **Downieville Elementary**

Appliance/Fixture	Unit Count
Interior Faucet	1
Toilet	2

\$4,800.00

\$4,825.00

# **EXHIBIT B Budget for Ventilation Project**

Sierra-Plumas Joint Unified 46701770000000	Total Requested Amount \$51,330.00
Site Name	Requested Amount
Downieville Junior-Senior High	\$28,950.00
Downieville Elementary	\$22,380.00
Downieville Junior-Senior High	
Category	Requested Amount
Assessment & Maintenance	\$17,000.00
Filter	\$2,325.00

**Downieville Elementary** 

Monitor Contingency

Category	Requested Amount
Assessment & Maintenance	\$14,000.00
Filter	\$1,050.00
Monitor	\$3,600.00
Contingency	\$3,730.00

Total Grant Award	\$51,330.00
Initial Payment	\$25,665.00
Final Payment	\$25,665.00

CalSHAPE Ventilation Program Agreement Number 23R5VA1146

## **EXHIBIT B Budget for Plumbing Project**

Sierra-Plumas Joint Unified 46701770000000 Total Requested Amount

\$127,575.00

Site Name
Downieville Junior-Senior High
Downieville Elementary

Requested Amount
\$110,777.00
\$16,798.00

Downieville Junior-Senior High

Appliance/Fixture Requested Amount
Interior Faucet \$5,544.00
Toilet \$75,474.00
Urinal \$29,759.00

Downieville Elementary

Appliance/Fixture Requested Amount
Interior Faucet \$4,642.00
Toilet \$12,156.00

 Total Grant Award
 \$127,575.00

 Initial Payment
 \$63,787.50

 Final Payment
 \$63,787.50

CalSHAPE Plumbing Program Agreement Number 23R5PA1171

## Scope of Work for A&M Grant (Phase 1)

## **Ventilation A&M Grant Project Completion and Reporting**

During the Work, VEREGY shall conduct the Work and undertake such efforts as will assist CUSTOMER in complying with the Final Reporting requirements Chapter 4 of the Ventilation Guidelines, including the following:

- 1. HVAC Assessment Report, as specified in Chapter 2.F.
- 2. HVAC Verification Report as specified in Chapter 2.G.
- **3.** Site-specific project summary detailing the use of contingency funding.
- **4.** Final invoice(s) and any other supporting documentation for all expended grant funds up to the original grant award amount for each site. The invoices must provide site-specific information and be itemized to show both the material and labor costs for the project work as described in the grant agreement.
- 5. Any reporting required to determine compliance with PUC Section 1618, as described in Section B above, to calculate or confirm energy savings or reduction in greenhouse gas emissions resulting from the project.
- **6.** CUSTOMER shall be required to verify that:
  - a. It followed the program guidelines.
  - **b.** The information included in the final document package is true and correct to the best of the CUSTOMER's knowledge.
  - **c.** All California Environmental Quality Act (CEQA) requirements are completed.
  - **d.** It has obtained any required Division of the State Architect (DSA) project approvals as applicable under California Code Regulations, Title 24.
  - e. It acknowledges that the expended funds may be subject to an audit, including a financial audit.
  - f. It complied with all reporting requirements.
  - **q.** It complied with all A&M Grant terms and conditions.
  - h. It complied with all skilled and trained workforce and other labor requirements.
  - i. It complied with any applicable labor code requirements on the payment of prevailing wage.
  - j. All DIR requirements for public works, including payment of prevailing wages, were followed.
  - k. It commits to participate with the CEC or its delegate in the assessment of energy savings or GHG emission reductions, including providing access to project sites and project and equipment information.
  - I. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.

## Plumbing Grant Project Application Submission, Implementation Completion, and Reporting

During the Work, VEREGY shall conduct the Work and undertake such efforts as will assist CUSTOMER in obtaining a Plumbing Grant, implementing the plumbing work, and complying with the Final Reporting requirements Chapter 4 of the Plumbing Guidelines, including the following:

- 1. Detailed noncompliant plumbing fixture and appliance documentation, as specified in Chapter 2.C.
- 2. Documentation of installed plumbing fixtures and appliances, as specified in Chapter 2.D.
- 3. Final invoice(s) for all expended grant funds up to the original grant award amount for each site. The invoices must provide site specific information and be itemized to show both the material and labor costs for each plumbing fixture and appliance replacement listed in the grant agreement.
- 4. Additional reporting detail as required to calculate or confirm water-usage savings, energy-usage savings, or reduction in greenhouse gas emissions resulting from the project.
- 5. The grantee self-certifies:
  - a. It followed the program guidelines.
  - b. The information included in the final document package is true and correct to the best of the grantee's knowledge.
  - c. All California Environmental Quality Act (CEQA) requirements are completed.
  - d. It has complied with applicable standards and requirements and obtained any required project plan review, approval, or building permits.
  - e. It acknowledges that the expended funds may be subject to an audit, including a financial audit.
  - f. It complied with all reporting requirements.
  - g. It complied with all Plumbing Fixture and Appliance Replacement Grant terms and conditions.
  - h. All noncompliant plumbing fixtures and appliances have been disposed of or recycled in compliance with its own policies or other applicable state and local end-of-life management and recycling requirements.
  - i. It complied with all skilled and trained workforce and other labor requirements.
  - i. It complied with any applicable labor code requirements on the payment of prevailing wage.
  - k. All DIR requirements for public works, including payment of prevailing wages, were followed.
  - 1. It commits to participate with the CEC or its delegate in the assessment of energy savings or GHG emission reductions, including providing access to project sites and project and equipment information.
  - m. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.

## Scope of Work for U&R Grant (Phase 2)

### Veregy shall:

- **1.)** Apply for the CalSHAPE U&R Grant on behalf of the district.
- **2.)** Complete the installation of equipment as required by the CalSHAPE U&R Grant that has been awarded to the CUSTOMER by the CEC.
- **3.**) VEREGY represents and warrants it has read and is familiar with the CalSHAPE Program Guidelines ("Guidelines") established by the California Energy Commission ("CEC"). VEREGY shall cooperate with and assist CUSTOMER in complying with the Guidelines, as applicable and appropriate and as more fully set forth in Attachment A. At CUSTOMER's request, VEREGY shall provide a contractor estimate as required in the Guidelines and attach the contractor estimate as part of Exhibit C hereto.
- 4.) VEREGY shall comply with federal, state and local laws, regulations, and industry standards, including the most up to date California Energy Commission CalSHAPE Program Guidelines, as applicable.

## I. INCLUSIONS:

- A. As further detailed below, the repairs, upgrades, or replacements of systems eligible to be performed as part of a U&R Grant project must:
  - 1. Correct a deficiency that is noted in an HVAC Assessment Report.
  - 2. Be recommended by a licensed professional to meet minimum ventilation and filtration rate requirements or as cost-effective energy efficiency repairs, upgrades, or replacements.
- B. Electric Equipment: HVAC systems installed as part of a U&R Grant project must include equipment that meets one of the following, unless otherwise stated in the notice of funding availability issued by the CEC as described in Chapter 6.A. of the Guidelines:
  - a. All electric equipment.
  - b. Electric equipment with a hybrid heating system. The LEA must submit a licensed professional recommendation for a hybrid heating system to justify the use of hybrid heating instead of an all-electric system.

The manufacturer and model number of the HVAC system that will be installed as part of the project must be provided in the application to confirm that the equipment is eligible. This requirement for all electric equipment, or electric equipment with a hybrid heating system, applies to replacements only. The repairs or upgrades to existing HVAC systems may be performed on gas equipment if the gas equipment was a part of the HVAC system in place prior to the start of the project.

- C. Energy and Building Standards. All upgrade, repair, and replacement work performed as part of a U&R grant project must comply with Part 6 (commencing with Section 100.0) of Title 24 of the California Code of Regulations.
  - All appliances and equipment must be installed per manufacturer's instructions and applicable code requirements. Additionally, all equipment installed in a U&R grant project must be listed in the CEC's Modernized Appliance Efficiency Database System (MAEDbS) (https://cacertappliances.energy.ca.gov/Login.aspx), which contains publicly accessible lists of appliances that have been certified by the CEC.
- D. Mechanical Acceptance Testing. All U&R Grant project work must have an acceptance test performed as required in Section 120.5 of Part 6 of Title 24 of the California Code of Regulations. The acceptance test must be performed by an HVAC acceptance test technician certified by an Acceptance Test Technician Certification Provider (ATTCP) to complete the forms set forth in subparagraph (B) of paragraph (1) of subdivision (b) of Section 10-103.2 of Part 1 of Title 24 of the California Code of Regulations

E. Proper Disposal/Recycling Requirements: All HVAC system parts, units, or both replaced as part of a U&R Grant project shall be disposed of in compliance with all state and local laws, regulations, ordinances, and other requirements. All replaced HVAC system parts and units are to be removed from service as part of this program and are not to be resold or reinstalled.

## II. <u>EXCLUSIONS:</u>

• All terms set forth in this Attachment A shall have the meanings and interpreted as set forth in the Guidelines.

### **U&R Grants Project Completion and Reporting**

During the Work, VEREGY will provide the following to CUSTOMER upon request:

- Project status.
- Expected completion date.
- Qualifications of the individuals selected to work on the project. This information is required to demonstrate
  that all work performed complies with the applicable skilled and trained workforce and other labor
  requirements.
- Documentation, if any, prepared by a licensed professional that provides additional design, detail, or specification information to the recommendations provided with the A&M Grant final reporting on the repairs, upgrades, or replacements that were approved to be performed as part of the project.
- Information on the intended use or use of the design contingency funds, including a detailed site-specific description and, if available, any estimates, quotes, contracts, or invoices that show the amount of funds the grantee intends to use or has incurred.

During the Work, VEREGY shall conduct the Work and undertake such efforts as will assist CUSTOMER in complying with the Final Reporting requirements of Chapter 7 of the Guidelines, including the following:

- 1. The Project Completion Report as specified in Chapter 5.E. of the Guidelines.
- 2. Final invoice(s) and any other supporting documentation for all expended grant funds up to the original grant award amount for each site. The invoices must provide site-specific information and be itemized to show both the material and labor costs for the project work as described in the grant agreement.
- 3. Any reporting required to determine compliance with PUC Section 1618 or the California Climate Investments, as described in Section B above, to calculate or confirm energy savings or reduction in greenhouse gas emissions resulting from the project.
- 4. The LEA self-certifies:
- a. It followed the program guidelines.
- b. The information included in the final document package is true and correct to the best of the its knowledge.
- c. All California Environmental Quality Act (CEQA) requirements are completed.
- d. It has obtained any required DSA project approvals as applicable under California Code Regulations, Title 24.
- e. It acknowledges that the expended funds may be subject to an audit, including a financial audit.
- f. It complied with all reporting requirements.
- g. It complied with all Assessment and Maintenance Grant terms and conditions.
- h. It has disposed of or recycled all replaced HVAC system units and parts incompliance with its own policies or other applicable state and local requirements, including end-of-life management and recycling requirements.
- i. It complied with all skilled and trained workforce and other labor requirements.
- j. All DIR requirements for public works, including payment of prevailing wages, were followed.
- k. It commits to participate with the CEC or its delegate in the assessment of energy savings or GHG emission reductions, including providing access to project sites and project and equipment information.
- 1. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.

# ATTACHMENT B INSTALLATION SCHEDULE

To	be d	letermined	upon execution	of this agreement.
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## ATTACHMENT C PAYMENT SCHEDULE

1. The following is the payment schedule for the project

## **Construction of the Project**

For the Ventilation project, 50% of the Contract Price shall be due and payable upon the execution of the Agreement. The next 25% shall be payable upon submission of the HVAC assessment data into the CalSHAPE portal. The remaining 25% of the Contract Price shall be due and payable upon Substantial Completion of the Work required by the CalSHAPE program requirements.

For the Plumbing project, monthly progress billing up to One-half of the Contract Price shall be due and payable. The remaining one-half of the Contract Price shall be due and payable upon Substantial Completion of the Work and the successful uploading of the information required by the CalSHAPE program requirements.

For the U&R project, One-quarter of the Contract Price shall be due and payable upon the execution of the Agreement. The next one-half shall be based on the project progress and billed once every 3 months. The remaining One-Quarter shall be due and payable upon Substantial Completion of the Work and the successful uploading of the information required by the CalSHAPE program requirements.

Any additional amounts due for Work authorized by Change Order shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

## ATTACHMENT D

## FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name	
Agreement Effec	ctive Date:
Scope-of-Work (	(SOW) Item/Energy Conservation Measure (ECM):
To: VEREGY	
	de to the above listed Agreement between the undersigned and VEREGY and to the Scope of Work as defined herein. In connection therewith, we confirm to you the following:
1.	The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2.	All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.
Owner Name:	
By:	
	(Authorized Signature)
	(Printed Name and Title)
	(Date)

## ATTACHMENT E

## FORM ALLOCATION OF SECTION 179D DEDUCTION

ADDRESS OF GOVERNMENT-OWNED BUILDING:	
Project Name:	
Project Street:	
Project City, State & Zip Code:	
AUTHORIZED REPRESENTATIVE OF THE OWNER OF TH BUILDING:	E GOVERNMENT-OWNED
2 6 122 1 ( 6 )	
Owner Name:	
Representative Name:	
Representative Title:	
Representative Street Address:	
Representative City, State & Zip:	
Representative Phone Number:	<del></del>
AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVES SECTION 179D DEDUCTION:	ING THE ALLOCATION OF THE
Designer Name:	
Panyagantativa Nama	
Representative Title:	
Representative Street Address:	
Representative City, State & Zip:	
Representative Phone Number:	
PROJECT COST:	
DATE PROJECT PLACED IN SERVICE:	
AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGN	CNIED.
AMOUNT OF SECTION 1/9D DEDUCTION ALLOCATED TO THE DESIG	JNEK:
Building Envelope:	
Lighting System:	
HVAC System: TOTAL:	
Under penalties of perjury, I declare that I have examined this allocation, including knowledge and belief, the facts presented in support of this allocation are true, co	
AUTHORIZED REPRESENTATIVE OF	AUTHORIZED REPRESENTATIVE OF
OWNER OF GOVERNMENT-OWNED BUILDING:	DESIGNER:
Ву:	By:
By: Dated:	By:

## SILVER STATE INTL

Repair Management

2255 LARKIN CIRCLE - SPARKS, NV 89431

Phone: (1) 775-6856000 - Fax: (1) 775-6856015 Estimate Number: 4501335 - RO Number: R201020855

Service Writer: Mark Dole - Date: 8/28/2024 2:11 PM (C)

Currency: USD



## Unit No: 29

## **Plumas Unified School D**

VIN: 1BABNBXA2BF275867

Model: Bus Blue Bird All American/All Canadian

Engine: Diesel Make: Blue Bird

Mileage: 187409 Eng Hrs: 10460

Contact Name: jessica ford

Position:

Phone: (775) 685-6000

E-Mail: jessicaf@ssitrucks.com

PO Number:

Operation Section A	Labor Cost	Parts Cost	Core Charge	Total Cost
VOLTAGE ISSUES Diagnose low voltage from alternator. Repair damaged wires. Replace failed alternator	\$1,388.31	\$1,697.86	\$0.00	\$3,086.17
(1) TERMINAL, CABLE FEMALE (1) DUAL WALL SHRINK TUBE (1) 12V L/N REGULATOR S24 (1) FUSE, MEGA PINK 250 AMP (1) MEGA FUSE HOLDER (1) ALTERNATOR, 40SI HEAVY DUTY BRUSHLESS, PAD MOUNT, 300 OUTPUT (AMPS)				

Complaint:	VOLTAGE ISSUES, ESTIMATE: ISAAC 530-624-3485

Cause: Not Available
Correction: Not Available

Operation Section B	Labor Cost	Parts Cost	Core Charge	Total Cost
CHECK ENGINE LIGHT. Inspect for high blow by faults, Perform blowby tests. Inspect air system intake due to dirt ingestion.	\$1,586.64	\$0.00	\$0.00	\$1,586.64
Perform inframe overhaul. Measure liner protrusion, and cut block to spec. Replace liners, pistons, rod and main bearings, cylinder head, thermostat and turbo. Replace all filters, and fill with new fluids. Run engine to operating temp. Road test	\$14,874.75	\$16,533.78	\$0.00	\$31,408.53
(1) FILTER, CRANKCASE VENTILATION (1) KIT, TURBOCHARGER (1) KIT, OVERHAUL (1) HEAD, CYLINDER (32) FRONT SHOP15W40 ENGINE OIL (10) COOLANT, NOAT, ENGINE, FLEETRITE RED EXTENDED LIFE 50/50 GAL, USA (1) KIT, CYLINDER HD SEAL, MANIFOLD GASKET, TURBOCHARGER				
(1) KIT, CYLINDER HD SEAL, MANIFOLD GASKET, TURBOCHARGER   SEALS				

Complaint:	CHECK ENGINE LIGHT
Cause:	Not Available
Correction:	Not Available

Notes: [8/28/2024 2:11 PM] - Dealer: ...

[9/10/2024 12:37 PM] - Dealer: parts are 2-3 are 2-3 days out up \$1000.00 in

frt

Summary	
Parts:	\$18,231.64
Core:	\$0.00
Labor:	\$17,849.70
Shop:	\$500.00
Tax:	\$1,548.17
Haz. Waste:	\$5.00
Freight:	\$1,000.00
TOTAL:	\$39,134.51

Currency: USD

his estimate is subject to tear urnish the necessary materials esting and delivery at my risk. ATE://	down and inspection. This estimate s. I understand any costs verbally querous you will not be responsible for loss	is valid for 30 days from date above uoted are an estimate only and not b or damage to vehicle or articles left	. I, the undersigned, authorize you to p oinding. Your employees may operate in it. AUTHORIZED BY:	erform the repairs and vehicle for inspecting,

Printed On: 9/12/2024 12:24 PM (C)

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



## Safe Schools Plan - 2024

James Berardi – County Superintendent Sean Snider – District Superintendent

Board of Education Review: February 13, 2024 Board of Education Approval: February 13, 2024 Updates pending approval: October 08, 2024

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## **GENERAL INFORMATION**

California Education Code §32281(d)(1)

"Subdivision(b) shall not apply to a small school district, as defined in paragraph (2), if the small school district develops a districtwide comprehensive school safety plan that is applicable to each school site."

Sierra-Plumas Joint Unified School District is considered a small school district.

## **Assessment of Crime**

## **Crime Reports**

In the school year of 2021-2022, zero crime reports were made. In the school year of 2022-2023, zero crime reports were made.

## **Results from CA Healthy Kids Survey 2021-2022**

Perceived Safety at School:

	Grade 7	Grade 9	Grade 11	
Very Safe	22%	19%	42%	
Safe	41%	56%	50%	
Neither Safe nor Unsafe	30%	19%	8%	
Unsafe	4%	6%	0%	
Very Unsafe	4%	0%	0%	

School staff take parent concerns seriously:

·	Grade 7	Grade 9	Grade 11
Strongly Disagree	10%	0%	0%
Disagree	3%	12%	15%
Neither Disagree nor Agree	38%	41%	31%
Agree	38%	29%	46%
Strongly Agree	10%	18%	8%

Violence and Victimization on School Property, Past 12 Months How many times on school property have you:

-been pushed, shoved, slapped, hit or kicked by someone who wasn't just kidding around?

	Grade 7	Grade 9	Grade 11
0 times	59%	63%	58%
1 time	15%	13%	25%
2 to 3 times	4%	6%	17%
4 or more times	22%	19%	0%

## -been afraid of being beaten up?

	Grade 7	Grade 9	Grade 11
0 times	81%	75%	92%
1 time	7%	25%	8%
2 to 3 times	4%	0%	0%
4 or more times	7%	0%	0%

## -been offered, sold, or given an illegal drug?

	Grade 7	Grade 9	Grade 11
0 times	92%	100%	100%
1 time	8%	0%	0%
2 to 3 times	0%	0%	0%
4 or more times	0%	0%	0%

## Suspensions/Expulsions

The district had an unduplicated total of 8 students suspended during the 2021-2022 school year. The district had an unduplicated total of 7 students suspended during the 2022-2023 school year. No students were suspended for a total of fifteen days.

In the 2021-22 school year, no students were expelled. In the 2022-23 school year, no students were expelled.

## **Procedures for Safe Ingress and Egress of Students**

Each school site in the Sierra-Plumas Joint Unified School District has provided safe ingress and egress for students and staff, including drop off areas at the front of schools and specific arrival and departure procedures for bus students. At the beginning of each school year personnel discuss school rules and safety procedures with students.

Under the Americans with Disabilities Act, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted. Trained staff assist individuals with disabilities.

The Sierra-Plumas Joint Unified School District encourages walking, bicycling, or scootering to school. If children must be driven by car, carpooling is encouraged. Safety is emphasized, whatever the mode of transportation. It is everyone's responsibility to know the traffic laws surrounding the school, including appropriate speed limits, and to obey them.

## **School Crisis and Safety Plan Summary**

Sierra County residents are aware that the following may characterize major emergency situations:

- There is little advance warning.
- Highways may be closed.
- Telephones and other major utilities may be out for several days.
- In a major disaster, deaths and injuries will exceed the capacity of our health facilities.
- Because government and school agencies are limited in their capabilities, it is likely that our school and our nearby community would be self-sufficient for a time and may be required to provide shelter to the immediate community.

The objectives of our plan are the following:

- 1. To provide a plan for action which will assist school personnel in minimizing injuries and loss of life of students and staff during an emergency;
- 2. To provide a plan to equip school personnel and school facilities to meet the needs of students, staff members, the community and local/state law enforcement and health officials during an emergency;
- 3. To provide a safe and orderly environment conducive to learning;
- 4. To assist in the safety and protection of our students and school personnel immediately after a disaster; and
- 5. To arrange for a calm and efficient plan for parents to retrieve their children from school if necessary.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

## **Action Plan Summary**

## A. Teachers Will:

- Give "Duck, Cover and Hold On" instructions in event of earthquake.
- Evacuate building in case of fire or after an earthquake.
- Take emergency folder and evacuate students to assigned area on yard.
- Hold students in assigned yard area, take roll, and wait for further instructions.
- Remain with class and report anyone who is missing.
- Take appropriate first aid action.
- Not re-enter buildings until deemed safe by authorities.
- Dismiss students to go home only to parent/or authorized adult. Children must be signed out by parent/or authorized adult.

## B. Assigned School Personnel Will:

- In the event of a fire, shut off gas, electricity and water (in that order). (Custodians, maintenance personnel)
- In the event of an earthquake, if gas is smelled, turn off gas; if there is an electrical problem, turn off electricity; if there are water leaks, turn off water.
- Set up and coordinate a first aid center.
- Report to site administrator for further instructions.
- Assume assigned emergency response roles: i.e., coordinate a first aid center, engage in search and rescue tasks, supervise students, secure gates, etc.

## C. Site Administrator's Office Will:

- If telephones are operable: notify **9-1-1** (Sierra County Sheriff) and the school district office for Level 2 & 3 emergencies, District Office for all emergencies; and monitor incoming phone calls.
- Establish communication with the school district office.
- Maintain communication with staff and outside agencies.
- Assign available adults to tasks as needed.
- Site administrator to decide if evacuation to a designated shelter is necessary.

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<sup>&</sup>lt;sup>1</sup> As defined in Section I, pg. 10

## **Special Information for Parents**

Our school district has evacuation and emergency plans in order in case of a disaster. A complete School Safety Plan is available at the Sierra-Plumas Joint Unified School District Office.

### A. Crisis Information

Parents will receive initial information by the "Emergency Phone Notification System" or by a "emergency phone tree" telephone call (i.e., where teachers or others have a list of parents to notify in case of a school emergency when the Phone Notification System is not working).

**Do not come to or call the school!** Each school will designate a parent gathering center where parents will be informed and, when possible, pick up their children.

## B. Parent Gathering Places

Loyalton Schools:
 1) Holy Family Catholic Church or

2) Loyalton Elementary School

• Downieville Schools: Yuba Theatre (park in corner parking lot)

### C. Student Dismissal

In the event of a major earthquake, school will not be dismissed, and children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

If the site administrator or teacher in charge determines that students are to be dismissed following a crisis event, they will be transported to the parent gathering place, where their parents can pick them up, or be dismissed to return home by the usual method.

## D. Picking Up Your Child

Students will be released at the designated gathering center. After signing the Student Release form, your child (and any other children you are authorized to pick up) will be released to you. Only teachers, children and parent volunteers will be allowed onto the playground.

Do not remove your child or any other child from school or gathering areas without having signed your name on the emergency release form. This provides a record of each child's location.

Many of you may not be able to reach school by automobile or phone. If conditions make it necessary, we will release your child to the adult

indicated on your child's "Emergency Release" form. We will keep a written record of the child and the adult to whom the child has been released.

If children are caught in a disaster between home and the school, it is recommended they go immediately to school.

## E. Food and Water Supply

In the event that children would need to remain on campus for several hours after any sort of a disaster, we have a supply of food and fresh water. However, the supply is limited.

## F. First Aid

School personnel have been trained in first aid and CPR. Each school office has a specially designed disaster kit containing appropriate supplies.

## **Section I - Introduction**

- 1. Introduction
- 2. Planning
- 3. Communications
- 4. Emergency Actions
- 5. Responsibilities
- 6. General Crisis Management Plan
- 7. Team Responsibilities

### 1. Introduction

## <u>Purpose</u>

In the event of a widespread emergency it is recognized that available government resources will be overtaxed and may be unable to respond to all requests for assistance. The school may need to be self-sufficient for a time and may be required to provide shelter to the immediate community.

## Levels of Emergencies

Services are described by one of the following three levels:

- **Level One Emergency**: A localized emergency which school district personnel can handle by following the procedures at their own site. *Examples: power outage, minor earthquake, tragedies affecting students.*
- **Level Two Emergency**: A moderate to severe emergency, somewhat beyond the school district response capability, which may require mutual aid assistance from the fire department, police, etc. *Examples: fire, severe earthquake with injuries and/or structural damage.*
- **Level Three Emergency**: A major disaster, clearly beyond the response capability of school district personnel, where large amounts of mutual aid assistance will be required, recovery time will be extensive, and response time from major supportive agencies may be seriously delayed and/or impaired.

### Authorities and References

This Safe Schools Plan is based on federal and state law, as well as the District's adopted policy and administrative regulations.<sup>2</sup>

### Plan Implementation

This Safe Schools Plan will be:

- Initiated by the superintendent, site administrator or designee when conditions exist which warrant its execution.
- Implemented by all staff that will remain at school and perform those duties as assigned until released by the site administrator.
- Reviewed at least annually.<sup>3</sup>
- To fully implement this plan each school shall have:
  - A working PA system available in all rooms and areas with students and staff
  - Rooms that are lockable from the inside
  - Drapes or other covering for all windows
  - o Telephones in all rooms for communication purposes

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<sup>&</sup>lt;sup>2</sup> Section VII, Authorities and References, pg. 89

<sup>&</sup>lt;sup>3</sup> Ibid

## 2. Planning

### A. Hazard Assessment

Each school year, prior to the arrival of the teaching staff, the site administrator and maintenance staff will undertake a physical survey of all hazards likely to be encountered in the evacuation routes from classrooms and other activity rooms to safe, open-space areas.

## **B. Staff Orientation/Training**

All school staff will be oriented to this Plan by the site administrator and/or designee at the beginning of each school year.

Emergency Preparedness Week will be held no later than the second week of school. During this time each drill will be practiced and evaluated for effectiveness. 4

Staff members designated for medical responsibilities shall have first aid and CPR certification and training in triage.

### C. Drills

In accordance with state law:

- Fire drills will be conducted on a monthly basis.<sup>5</sup>
- An earthquake "Drop, Cover and Hold On" drill will be held each quarter. for elementary schools and once each semester for secondary schools.<sup>6</sup>
- Test earthquake plan, or portions thereof, on a rotating basis, at least two (2) times during the school year.<sup>7</sup>
- All students and staff will participate in these mandated drills.
- Substitutes and volunteers will be instructed by staff on drill procedures, including location of the emergency binder containing a current student roster.
- All drills will be recorded on the Emergency Drills form.<sup>8</sup>

## **D. Evacuation Routes and Emergency Signals & Procedures**

The site administrator is responsible for establishing safe evacuation routes from all school facilities. Evacuation routes must be posted in all classrooms, multi-purpose rooms, and the school office.

Emergency signals & procedures will be posted in each classroom, library and office. Each classroom will have an emergency binder containing:

- A summary of emergency procedures.
- Current class roster. High schools will have a roster for each period

<sup>&</sup>lt;sup>4</sup> Section IV, pg. 53

<sup>&</sup>lt;sup>5</sup> Code of Regulations, Title 5, 550

<sup>6</sup> EC 35297

<sup>&</sup>lt;sup>7</sup> Section 560, Title V, California Administrative Code

<sup>&</sup>lt;sup>8</sup> Section VI, Form D, pg. 79

- of the school day.
- "Pick-up" information for each student.
- Emergency phone/cell numbers in case of separation from the main group.

## **E. Emergency Signals:**

All Clear...... One long bell, or PA announcement

In the event the PA or bells are not working, runners will be used to inform staff and students.

## F. Parent Communication/Responsibility

Pertinent components of this Plan will be included in the beginning-ofschool parent packet and other means of regularly communicating with parents.

All parents will complete a Student Release form for their child and designate other persons who are authorized to pick-up their child at a pre-designated place in the event of an emergency. (School campus pickup may be inappropriate in some emergencies.)

### **G. Supplies and Equipment**

Disaster supplies and equipment are maintained at each site as follows:

- First aid kits and other search and rescue supplies which may be needed during the first few hours following an emergency located in each school office.
- Tools for shutting off the utilities at each shut-off location.

## **H. Emergency File**

An Emergency File containing Student Release information for all students and blank Student Release-Permission Slips will be maintained in the school office marked "EMERGENCY FILE", and will be taken by the school secretary whenever the school building is evacuated.<sup>9</sup>

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<sup>&</sup>lt;sup>9</sup> Section VI, Form K, pg. 88.

### 3. Communications

### **Phones**

- During an emergency, telephones and cell phones will only be used to safely report emergency conditions or to request emergency assistance.
- In the event that telephone and/or electrical service is interrupted or it is unsafe to use a cell phone, other means must be relied upon to relay information. Runners will be utilized within the school building and on school grounds.

### **Public**

It is the responsibility of the superintendent to disseminate information to the public.

Site administrator or designee will:

- Notify the district/county office of the school's status/needs.
- Designate staff member(s) to monitor all communications.

Parents will be notified of an emergency and where to go to receive information using the "Emergency Phone Notification System". Each school will also have a "emergency phone tree" plan for parent notification in the event the Emergency Phone Notification System is not working. Parents/staff will be reminded during the Emergency Preparedness Week to have a land line phone for emergency use.

### Communications in the Event of a School Site Lockdown

When deemed appropriate by the superintendent or designee, the following communications will take place to the greater school community:

- A text message and email with information about the situation will be sent to all families using our mass email and text communication system. An entry on the District's "Facebook" page with the same information will also be posted.
- An all-call phone message will be generated to the entire school community addressing the status of the lockdown and directives for parents in what course of action the school desires parents to take.
- If time permits before students are excused, a letter will be drafted by the superintendent or site principal and sent home with each student addressing the situation and the district's response.
- If necessary, all resources with local law enforcement and their communication protocols will also be utilized.

#### **Emergency Actions**

When an emergency occurs, it is critical that every staff member take immediate steps to protect themselves and others.

The following Emergency Actions are detailed in Section II, EMERGENCY ACTIONS. Each staff member must become familiar with each Emergency Action and be prepared to do assigned responsibilities.

All students are to be taught and to practice what their actions are when the following Emergency Actions are implemented:

- 1. Leave Building
- 2. Stand-By Lockdown
- 3. Secure Building/Shelter in Place
- 4. Evacuation/Directed Transportation
- 5. Duck, Cover, and Hold On
- 6. Return to Building
- 7. All Clear
- 8. Convert Building

This Safety Plan establishes procedures to be followed which will nullify or minimize the effects of the sixteen emergencies listed below and covered in Section 3. The procedures are intended primarily as a ready reference for all staff to be carefully studied and practiced prior to the occurrence of an emergency.

The emergencies outlined in this Plan are:

- Bomb Threat
- Hazardous Materials
- Civil Disobedience
- Earthquake
- Explosion and/or Threat of Explosion
- Fire
- Broken water/sewer mains/Flood
- Irrational Behavior
- Loss of Utilities
- Personal Emergencies
- Rabid Animal/Animal Disturbance
- Severe Weather
- Weapons Fired
- Medical Emergency (epidemic)
- Threat Condition Red/War
- Medical/Health emergency

See Section III for detailed information for each emergency.

## 4. Responsibilities

## A. Site administrator or Designee

- Assume overall direction of all emergency procedures based on procedures and actions outlined in this Plan.
- Good judgment, based upon the facts available in any emergency situation, is of paramount importance.
- This Plan should not be considered as a restriction to judgmental prerogatives.
- Assign school personnel to emergency committees as deemed necessary. Personnel may have duties in addition to those listed below.
- Establish and contact the County/District office at (530) 993-1660 and if severe crisis Sierra County Office of Emergency Services at (530) 289-2850.

#### **B. Office Staff**

 Provide assistance to site administrator by handling telephones, monitor radio emergency broadcasts, assist with health emergencies as needed, acting as messengers, etc.

#### C. Teachers

- Responsible for the supervision of students in their charge.
- Direct evacuation of students in their charge to inside or outside assembly areas, in accordance with signals, warning, written notification, or intercom orders.
- Give "Duck, Cover and Hold On" command during an earthquake or in a surprise attack.
- Take roll when class relocates in an outside or inside assembly area or at another location.
- Report missing students to site administrator.
- Send students in need of first aid to school nurse or person trained in first aid. Acquire first aid for those unable to be moved.

### **D.Instructional Assistants/Aides**

Assist teacher.

#### E. Custodians/Maintenance Personnel

- Examine buildings and plant for damage, provide damage control.
- Keep site administrator informed of condition of school.
- Assist as directed by the site administrator.

#### F. Bus Drivers

- Supervise the care of children if disaster occurs while children are in bus.<sup>10</sup>
- Transfer students to new location when directed.

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<sup>&</sup>lt;sup>10</sup> Section V, Page 62

- Assist custodian in damage control.
- Transport individuals in need of medical attention.

## **G. Nurses/Health Assistants**

- Administer first aid.
- Supervise administration of first aid by those trained in it.
- Organize first aid and medical supplies.

# **H.All Other Employees**

• Report to site administrator for directions.

## 5. General Crisis Management Plan

# A. Site administrator, or in their absence, the teacher-in-charge, will take charge immediately:

- Notify the District/County Office, 530-993-1660, Ext 100, 150, or 151. (Superintendent Cell 530-608-0805771-7926) (Business Manager Cell 530-414-6318)
- Provide immediate, accurate information about the incident to staff, students, parents, and other district staff.
- Coordinate with the police, fire department and EMTs as necessary.
- Assign roles.

## **B. Secretary:**

- Supervise front activities.
- Account for students, injuries, absences, etc.
- Have ready map of school and accountability report, and school roster for each class.

## C. Instructional Aides/Classified employees

- Supervise grounds.
- Notify and assist teachers in implementing plan.
- Assist site administrator in checking out all rooms in case of evacuation order.

## The Emergency Teams will include:

- Emergency Operations/Command Team
  - Site administrator and front office staff
- Search and Rescue Team
  - Aides and classified staff
- First Aid Team
  - Designated staff
- Student Supervision
  - Teaching staff and aides when available
- Accounting
  - All teaching staff
- Parental Assistance/Information
  - Site administrator will designate staff
- Building Security
  - Maintenance/Custodian
- Crisis Intervention
  - Counselor/Sierra County Health or Social Services

Any school employee, as a disaster services worker, may be asked to assist an Emergency Team whenever necessary.

## 6. Team Responsibilities

#### A. Search and Rescue Team (All aides)

- Obtain any equipment, supplies, or instructions to help in the search. (Emergency two way radios are available at the District Office.)
- Always work with a partner.
- Search designated area to find injured and/or missing persons. Pay close attention to restrooms, office, classrooms, storage areas.
  - a) Explore each room visually, vocally, and physically.
  - b) Look, call out for replies and actively search.
- Have one team member stay with an injured person while the other reports to the first aid team.
- Report any damage noticed.
- Mark unsafe areas.
- Report information to the command center (front office).
- Assist any team that needs help.

## **B. First Aid Team (Site administrator will designate)**

- Obtain equipment, supplies, and instructions to begin responsibilities.
- Meet at the first aid station (the office).
- Always work with a partner if you leave the station.
- Communicate with search and rescue team. If necessary go to the team to assist with an injured person.
- Provide first aid for each victim.
- Document all victims removed from the site for medical care.<sup>11</sup>

## C. Accounting Team (All Teachers)

- Interpret meaning of warning signal or recognize the signs such as earth tremors.
- Give command to students. E.g. Drop, Cover (under desk, table, door entry), Hold On, wait for instructions to leave the building-given by teacher, or prearranged signal.
- Determine if anyone is injured.
- Give first aid if necessary.
- Cooperate with teachers near you in student assembly area.
- Evacuate building when directed and go to your designated fire drill position, or to bus staging area if so directed. Take emergency Binder, take roll, and fill out an emergency status report if necessary. Give to an administrator/designee.
- All staff will walk with their class to assigned area in the student assembly
- Supervise and reassure students throughout emergency.
- Accompany students if they are evacuated and assist in signing them out to parents or other designated person.

<sup>&</sup>lt;sup>11</sup> Section VI, Form E, pg. 79

# **Section II – Emergency Actions**

- 1. Leave Building
- 2. Stand-By Lockdown
- 3. Secure Building/Shelter in Place
- 4. Evacuation/Directed Transportation
- 5. Duck, Cover, and Hold On
- 6. Return to Building
- 7. All Clear
- 8. Convert Building

## 1. Leave Building

#### A. Announcement

- Fire alarm (bell).
- Provided time is available, make an announcement in person directly or over the public-address system which will indicate the nature of the emergency event.
- Use messengers with oral or written word to deliver additional instructions to teachers in hold areas.

## **B.** Description

- The orderly movement of students and staff along prescribed routes from inside school buildings to an outside area of safety.
- This action should be followed by another action or a return to school buildings and normal class routine.
  - a) All clear signal ......one long bell.
- Use Emergency Phone Notification System when appropriate.
- Site administrator and designees will check every room in building to be certain no students remain. Communication via 2-way, walkietalkie.

#### C. When Used

- This action is considered appropriate for, but is not limited to, the following:
  - a) Fire
  - b) Bomb threat
  - c) Chemical accident
  - d) Explosion or threat of explosion
  - e) Post earthquake
  - f) Other similar occurrences which might make the school buildings unsafe.

## 2. Stand-By Lockdown

#### A. Announcement

- An announcement in person directly or over the public address system.
   Example: "Your attention please. STANDBY. (Pause) STAND BY.
   (Pause) Additional information to follow."
- Use messengers with oral or written word as an alternate means of faculty notification.

The situation isn't critical enough to warrant the disruption of teaching but is serious enough to not want students outside or unsupervised. All students and staff are instructed to remain in their designated room with the door locked.

## **B. Description**

- If outside, teachers are to return students to their classrooms.
- If inside, teachers will hold students in classrooms pending receipt of further instructions.
- This action must be followed by another action or a return to normal school activities.
  - a) All clear signal ..... one long bell.

#### C. When Used

• This action is appropriate for all disasters or emergencies, except those that occur without warning.

## 3. Secure Building/Shelter in Place

#### A. Announcement

- An announcement in person directly or over the public address system.
   *Example:* "Your attention please. (Pause), SECURE BUILDING, or
   INTRUDER. (Pause) SECURE BUILDING.
- Teachers should initiate this action anytime they hear extremely violent behavior, i.e., shots, etc., outside their classroom.
- Use messengers with oral or written word as an alternate means of staff notification when safe to do so.
- Students outside classrooms will walk to the nearest rooms quickly on hearing three blasts of whistle.

## **B.** Description

- Teachers and other staff members are to immediately lock doors and have students lie on the floor.
- While students are getting on floor, close any shades and/or blinds if it appears safe to do so.
- Teachers and students are to remain on the floor until a staff member they recognize assures them that it is safe to unlock doors.
- During an activity period, or outside, students should take shelter in a building if possible; otherwise, run in a zig-zag pattern to shelter, cover and hide until the all clear signal.
- If a student were in the halls or bathrooms, remain inside until found by staff or hear the all clear signal.
- If any students anywhere on campus hear gunshots they are to remain inside until found by staff or hear the all clear signal.
- Not in classroom: go to closest room, take cover. Help secure the room and then take cover, remain silent until the all clear signal. People will be checking the doors, so do not respond to any attempts to open doors.
- If necessary, tape bottom of doors, and vents. (chemical spill)
- Use Emergency Phone Notification System for parents as soon as possible.

#### C. When Used

- This action is considered appropriate for, but not limited to, the following:
  - a) Extreme Violence
  - b) Gunfire
  - c) Violent intruder
  - d) Animal on campus
  - e) Chemical spill
  - f) Threat of explosion

## 4. Evacuation/Directed Transportation

#### A. Evacuation

- Announcement
  - a) Fire bell or PA notification.
  - b) Use messengers with oral or written word as an alternate means of staff notification.

#### Description

- a) Students and teacher evacuate building using posted route. Teacher takes Emergency Binder.
- b) Close all windows and doors.
- c) Teacher takes roll and reports any missing students.

#### When Used

- a) Fire or threat of fire
- b) Bomb threat
- c) Threat of explosion if time to evacuate. If not, Duck, Cover and Hold On

## **B. Directed Transportation**

- Announcement
  - a) Use PA system to move students to bus staging area. Or follow regular fire evacuation procedures and wait further information.

#### Description

- a) Students evacuate to bus staging area to board buses.
- b) Teacher: Take emergency binder.

#### When Used

- a) Students need to be transported to another site.
- b) After a school lock down, in order for their parents to pick them up or to be transported home.
- c) To remove students from hazardous materials.
- d) To re-route buses due to road hazards.
- e) For non-school emergency use this action will be initiated only by action of the Superintendent and/or upon the direction of Sierra County Office of Emergency Services.
- f) It is deemed appropriate for use during any disaster in which a requirement exists for additional medical facilities or Congregate Care Centers.

## 5. Duck, Cover, and Hold On

#### A. Announcement

 An oral command to "Duck, Cover and Hold On" (repeat as needed) given by the teacher or other staff member who realizes that an earthquake is occurring.

## **B. Description**

- When inside
  - a) Upon the command "Duck, Cover and Hold On", students and staff should immediately drop to the floor, get under their desk and hold on. Desks should be arranged so that they do not face windows. Teacher will close curtains.
- When outside
  - a) Upon the command "Duck, Cover and Hold On", students and staff should immediately move away from buildings and other objects which might topple over.
- Use Emergency Telephone Notification System if appropriate.

#### C. When Used

- This action is appropriate for:
  - a) Earthquake
  - b) Explosion
  - c) Surprise Attack
  - d) Intruder

## • Earthquake

- a) Earthquake drill will be announced with an air horn. Students will immediately "Duck, Cover, and Hold On" away from windows, under desks, tables.
- b) Evacuate building when the "All Clear" signal sounds. (one long bell.) Follow procedures for Evacuation/Fire.

# 6. Return to Building

#### A. Announcement

Teachers on duty will blow three short blasts on their whistle.

#### B. When Used

- This action is to be taken when students are outdoors and a crisis requires that they immediately return to the building.
  - a) Dangerous animal on campus
  - b) Intruder
  - c) Lightning

## 7. All Clear

#### A. Announcement

• In person directly or over PA system. May also be one long bell.

## **B. Description**

- This action signifies the end of the action that had been initiated.
- Teachers should immediately begin discussions, activities, etc., to assist students in addressing fear, anxiety, etc.
- Use Emergency Telephone Notification System if appropriate.

### C. When Used

- This action is used as the final action to conclude:
  - a) Duck, Cover and Hold On
  - b) Leave Building
  - c) Secure Building
  - d) Stand-By
  - e) Take Cover

#### 8. Convert School

## A. Description

- During School Hours
  - a) Dismissal for all classes, followed by action to go home, or if the situation dictates, hold students at school for temporary care.
  - b) Conversion of the school into an Emergency Hospital, First Aid Station or Congregate Care Center. (Congregate Care Center is operated by officials of the Department of Health and Human Services or the American Red Cross.)
  - c) This action will normally be preceded by one or more of the other Emergency Actions.
- Other than School Hours
  - a) Alerting school employees.
  - b) Suspension of scheduled classes. Use Emergency Telephone Notification System. Notify District Office for assistance by other means.
  - c) Conversion of the school into an Emergency Hospital, First Aid Station or Congregate Care Center.
  - d) When converting the school to an Emergency Hospital or First Aid Station, follow the guidance and directions of the medical personnel upon their arrival.

#### **B. When Used**

- This action will be initiated only by action of the Superintendent and/or upon the direction of officials from the Sierra County Office of Emergency Management, Department of Health and Human Services or upon the request of the American Red Cross.
- It is deemed appropriate for use during any disaster in which a requirement exists for additional medical facilities or Congregate Care Centers.

# **Section III – Emergency Procedures**

- 1. Preface
- 2. Fire
- 3. Flood
- 4. Earthquake
- 5. Loss of Utilities and/or Sewer Problems
- 6. Severe Weather
- 7. Weapons Fired
- 8. Hazardous Materials
- 9. Irrational Behavior
- 10. Personal Emergencies
- 11. Rabid Animal/Animal Disturbance
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- 14. Stranger or Intruder on Campus
- 15. Explosion/Threat of Explosion
- 16. Threat Condition Red/War
- 17. Health/Medical Emergency
- 18. Special Education Adaptations

### 1. Preface

Staff awareness and knowledge of what to do in the following emergencies is vital for the safety of all on our campuses.

Therefore, the following methods will be used for dissemination of information about procedures:

- Staff handbook and discussion at staff meeting.
- Substitute folders.
- Drill during Emergency Preparedness Week and additionally as required by law. It is recommended that law enforcement be present for the drill to help monitor and improve performance.

It is recommended that students should be aware in advance that there will be severe consequences for failure to cooperate with administration or staff during an emergency or drill.

In emergencies, the administrator or designee is in charge. Some duties are pre-designated, and some will be assigned as needed. See Team Responsibilities.<sup>12</sup>

During Level 3 emergencies, the Sierra County Office of Emergency Services will be the lead agency, coordinating needed services.

<sup>&</sup>lt;sup>12</sup> Section I, pg. 11.

## 2. Fire

#### **LEVEL 2 OR 3 EMERGENCY**

### A. Within School Buildings

Site administrator or designee will:

- a) Immediately initiate action **LEAVE BUILDING/ Evacuate**. Fire bell (three short bells consistently rung).
- b) Pull fire alarm.
- c) Call 9-1-1.
- d) Organize a fight of incipient fires until arrival of the Fire Department. (This should be done only to the level that people have been trained. Never risk injury or loss of life. Evacuation is advised.)
- e) Ensure that access roads are kept open for emergency vehicles.
- f) Notify the appropriate utility company of breaks or suspected breaks in utility lines or pipes.
- g) Notify the superintendent.
- h) Do not allow the return of students or staff members to school buildings until Fire Department Officials declare them safe.

#### Teachers will:

- i) Take emergency binder, close doors and windows if time.
- j) Take roll after proceeding along designated evacuation route.
- k) Report missing students to site administrator designee outside. Those not found will be reported to Fire and Law Enforcement Officials.
- I) Do not release students to anyone but their parents or the student's emergency person.

#### **B. Fire Near School**

- Site administrator will determine the need to implement any action. If the answer is "no", continue with school routine.
- Notify appropriate Fire Department to be sure alarm has been given.
- If the fire threatens the school, the site administrator will execute those actions under "Within School Buildings" above.

### 3. Flood

#### **LEVEL 1 EMERGENCY**

None of the SPJUSD schools are in a flood zone. However, there will be times when transportation of students to their homes may be through flood prone areas.

- **A. Within School Buildings** (such as broken water mains, or sewer or floods that may prevent building occupation.)
  - 1. The extent of the crisis will dictate the course of action to be taken. Depending on the situation, the Site administrator may find it necessary to initiate one or more of the following Emergency Actions and procedures:
    - a) Action **STAND-BY**, followed by
    - b) Action LEAVE BUILDING, or
    - c) Action **DIRECTED TRANSPORTATION**, or
    - d) On official request, action **CONVERT SCHOOL** for emergency evacuations.
  - 2. Sound the appropriate warning signal.
  - 3. Maintain communication with County Emergency Services for information updates.
  - 4. Supervise the execution of the action decided upon.
  - 5. The site administrator will notify the Superintendent of action taken.
- **B.** Roads Flooded Affecting Transportation
  - 1. Action **STAND-BY**, followed by
    - Construct Alternate Route by authorization of Superintendent
    - Place Emergency Phone Notification System to bus students effected.
  - 2. Action **DIRECTED TRANSPORTATION**

## 4. Earthquake

## **LEVEL 1 OR LEVEL 2 EMERGENCY**

#### A. When Students are Inside the School

- 1. Action **DUCK, COVER AND HOLD ON** upon an indication of an earthquake and at teacher's command. Teacher will try to close curtains if inside.
- 2. Try to avoid glass and falling objects. Move away from windows where there are large panes of glass and out from under heavy suspended light fixtures. (The same applies to other staff members.)
- 3. When the earthquake is over, Site administrator or designee will initiate action **LEAVE BUILDING/EVACUATE BUILDING.**
- 4. Teachers will take their emergency binders as class leaves following designated evacuation route or alternate route if first is hazardous or blocked.
- 5. The earthquake safety team (custodians/maintenance) will:
  - a) Post guards a safe distance away from building entrances to see that no one re-enters the buildings.
  - b) Warn all personnel to avoid touching electrical wires which may have fallen to the ground.
  - c) Notify the superintendent.
  - d) Notify the appropriate utility company of breaks or suspected breaks in utility lines or pipes.
  - e) Inspect school buildings. When damage is apparent, contact superintendent and determine the advisability of closing the school.
  - f) Initiate any other action deemed necessary, or return to normal routine.

#### B. When Students are Outside the School

- 1. Give command to students and any visitors around you to move away from buildings, trees, large structures and exposed wires.
- 2. Keep everyone together and ensure that no one leaves your group.
- 3. Wait for further instruction at a safe distance from buildings, trees, large structures and exposed wires. Do not re-enter the building without the authority of the superintendent or County or State emergency personnel.

## **C.** At Times Other Than School Hours

Site administrator will:

- Have fire marshal or other experts inspect school buildings. When damage is apparent, contact the superintendent and determine the advisability of closing the school.
- If school must be closed, notify staff members and students.
- Notify the District Office who will inform public media as appropriate.

## 5. Loss of Utilities and/or Sewer Problems

## A. Advanced Warning

- 1. During School Hours
  - a) Advance notice may be received from utility companies regarding loss of service. In many cases, these losses of service will be of short duration and require no special action other than notifying staff of the pending interruption of service.
  - b) Make announcement in person directly or over public address system.
  - c) Use messengers with oral or written word as an alternate means of faculty notification.
- 2. Other Than School Hours
  - a) If disruption in service will severely hamper school operation, students and staff should be notified by the Emergency Phone Notification System.
  - b) District Office will also assist in notification process by other means.

## **B. Sudden Interruption**

- 1. <u>During School Hours</u>
  - a) Determine length of time service will be interrupted.
  - b) Notify School District Office of loss of service.
  - c) If site administrator decides it is necessary, students will be dismissed. Busses will be called and parents notified using the Emergency Phone Notification System.

#### 6. Severe Weather

#### **LEVEL 1 EMERGENCY**

#### A. Wind:

- 1. With Warning
  - a) Site administrator or designee will:
    - Initiate action, STAND-BY.
    - Take appropriate actions to safeguard school property.

### 2. With Little or No Warning

- a) Teachers will:
  - Initiate action DUCK, COVER, & HOLD ON
  - Ensure that all windows and blinds are closed.
  - Evacuate classrooms bearing the full force of the wind to inside rooms.
  - Do not allow structures with large, open roof spans to be used as shelter.
- b) Site administrator or designee will:
  - Notify the appropriate utility company of breaks or suspected breaks in utility lines or pipes.
  - Notify the superintendent.
  - Upon passage of the storm initiate any other appropriate action, or return to normal routine.

## **B. Lightning:**

- 1. Fundamental Principles
  - a) No place outside is safe with thunderstorms within six miles.
  - b) Schedule indoor activities to avoid lightning.
  - c) '30-30 Rule' (If 30 sec between lightning and thunder, go inside. While inside, stay away from corded telephones, electrical appliances and wiring, and plumbing. Stay inside until 30 min after last thunder.)
  - d) Avoid dangerous locations/activities. (Elevated places, open areas, tall isolated objects, water activities.)
  - e) If on a school trip, teacher will signal students return to buses at first sign of lightening. Remain seated with hands in laps, as far from windows as possible.
  - f) Do **NOT** go under trees to keep dry in thunderstorms!
  - g) Lightning Crouch. (desperate last resort)
  - h) First Aid: Call 9-1-1. CPR or rescue breathing, as appropriate.

#### 2. <u>Lightning Crouch</u>

a) USE THIS AS A DESPERATE LAST RESORT ONLY! Remember, no place outside is safe with lightning in the area. If you are outside far away from proper shelter and lightning threatens, proceed to the safest location. If lightning is imminent, it will sometimes give a few seconds of warning. Sometimes your hair will stand upright,

your skin will tingle, light metal objects will vibrate, or you'll hear a crackling static-like a "kee-kee" sound. If this happens and you're in a group:

- Spread out so there are several body lengths between each person. If one person is struck, the others may not be hit and can give first aid.
- Once you've spread out, use the lightning crouch; put your feet together, squat down, tuck your head, and cover your ears.
- b) When the immediate threat of lightning has passed, continue heading to the safest spot possible. Remember, this is a desperate last resort.

## 3. First-Aid

All deaths from lightning are from cardiac arrest or stopped breathing from the cardiac arrest.

Have someone call 9-1-1 for professional emergency medical care.

a) Start CPR or rescue breathing if the person has no pulse or no breathing, respectively.

# 7. Weapons Fired

## A. Report of Weapons Fired on Campus or Near School

- 1. Students will immediately get on the floor. Action: Duck, Cover and Hold On
- 2. Close windows and curtains.
- 3. Notify police department using 9-1-1.
- 4. Safety is the main concern. Keep everyone in an area under cover and concealed if possible. Stay behind solid walls and doors. Keep away from windows.
- 5. If the suspect is seen, do not engage the suspect. This could generate a hostage situation.
- 6. If the suspect is outside, try to keep him/her outside. If it is safe, lock the entry doors.
- 7. A suspect should be considered armed, unstable and extremely dangerous.
- 8. Have a special/pre-arranged all-clear signal when situation/school is safe/secure.

#### 8. Hazardous Materials

#### A. Procedures

- 1. If necessary, call 9-1-1.
- 2. The site administrator will determine which Emergency Action, if any, should be implemented. (The nature of the material and the nearness of the accident will be a deciding factor. Police, Fire, Public Health or Environmental Health Departments may order evacuation of the school.)
- 3. If there is a threat of airborne toxicity, shut-off ventilation system in affected area.
- 4. Determine the need to implement action **LEAVE BUILDING**. If the spill is outside, remain inside. If the spill is inside, go outside. Move crosswind to avoid fumes, never upwind or downwind.
- 5. Do Not light any fires during a chemical accident.
- 6. Any persons that are suspected of being contaminated with a substance that could be transferred to others should be isolated until public safety personnel carry out decontamination procedures.
- 7. If time is available, initiate action **DIRECTED TRANSPORTATION**. Move students and staff away from the path of the chemical. Determine whether students should be sent home--if so, notify parents as per notification plan.
- 8. Notify the superintendent.
- 9. Teachers report names of missing students to office.<sup>13</sup> Those not found will be reported to Fire or Police officials, if forced by conditions to evacuate the school grounds.
- 10.Do not allow the return of students to the school grounds or buildings until public safety officials declare the area safe.
- 11. Upon return to school, Custodians/Maintenance personnel must ensure that all classrooms are adequately aired.

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<sup>&</sup>lt;sup>13</sup> Section VI, Form G, pg. 83

#### 9. Irrational Behavior

#### A. Student or Staff

- 1. Notify site administrator.
- 2. Administrator shall notify staff using "STANDBY LOCKDOWN" procedure.
- 3. Notify school psychologist at (530) 993-1660, ext. 170.
- 4. Isolate person from students.
- 5. Notify person's family.
- 6. Protect individual from injury.
- 7. Make arrangements for necessary care of individual.
- 8. Notify Law Enforcement if individual is endangering self or others.
- 9. Notify superintendent.

### **B. Campus Visitor**

- 1. Notify site administrator.
- Administrator shall notify staff using "STANDBY LOCKDOWN" procedure.
- 3. Isolate person from students.
- 4. Site administrator or designee will request person to leave campus, if possible. Remain calm, talk in soft non-threatening manner, void hostile-type actions, except in cases when necessary to safeguard person or property.
- 5. Notify appropriate Law Enforcement Agency, if necessary.
- 6. Notify superintendent.

## 10. Personal Emergencies

## A. Student, Staff or Visitor

- 1. Notify site administrator, call 9-1-1.
- 2. Provide privacy for the person.
- 3. Provide appropriate first aid.

# **B. Problems affecting the whole school** (e.g. student accident, death, or other emergency)

- 1. Notify the Superintendent
- 2. Notify all faculty members of the details of the crisis as they are currently known and keep them updated on details. If a crisis takes place at night or over the weekend, this notification would go out as soon as possible prior to the start of the next school day.
- 3. Notify the school's parent organization so that they can be involved during the resolution and follow-up phases.
- 4. Request assistance from other schools to ensure adequate personnel to deal with the situation.
- 5. Encourage students to express their feelings regarding the crisis.
- 6. Notify the parents of severely affected students to prepare them for their child's arrival home.
- 7. Provide a "roaming" substitute teacher who can cover for a teacher who is too upset to carry out their duties. Make a counselor available to faculty and staff.
- 8. Each school will handle in an appropriate manner, using counselors or Sierra County Mental Health personnel.

## 11. Rabid Animal/Animal Disturbance

#### **LEVEL 1 EMERGENCY**

#### A. Procedures

- 1. The first consideration is the safety of the pupils and personnel.
- 2. Isolate the pupils from the animal.
  - a) If **animal is outside**, keep pupils inside. Teachers will lock doors to the outside.
  - b) If **students and animal are outside**, have students walk, NOT RUN, to the nearest entrance.

Action: **RETURN TO BUILDING** 

Three short whistle blasts signal students to walk quickly to building.

- c) If **animal is inside**, keep pupils outside or in some other sheltered area.
- d) If **students and animal are inside**, have students walk, NOT RUN, to the nearest exit or classroom, whichever is closest and away from animal.

Action: **LEAVE BUILDING** 

Fire alarm bell signals students to leave building.

- 3. Call law enforcement or fire department.
- 4. If animal injures someone, site administrator or designee shall call the parent, guardian or emergency contact and the Sierra County Sheriff.

# 12. Bomb Threat LEVEL 2 EMERGENCY

**LOW LEVEL THREAT** – The probable motive is to cause disruption: The Subject is vague in his/her threat, merely stating that there is a bomb at the school, he/she provides no specifics and hangs up quickly.

#### **LEVEL 3 EMERGENCY**

**MEDIUM LEVEL THREAT** – The Subject gives details such as the size, location or type of bomb. The Subject stays on the line longer and states a motive for the bomb.

**HIGH LEVEL THREAT** – The Subject is very detailed and describes the type, power, location or time of detonation. The Subject stays on the line longer or makes multiple calls. The Subject may exhibit advanced knowledge of bombs. In addition, the Subject may make demands such as publicity, money, etc.

### A. If threat by telephone comes directly to a school:

#### Person receiving call should:

- USE ONLY LANDLINE PHONES
- TURN OFF YOUR CELL PHONE (Utilize "runners" to communicate)
- SHUT OFF ALL TWO WAY RADIOS, PAGERS
- 1. Stay calm.
- 2. Do not hang up or put the caller on hold.
- 3. **Listen** Do not interrupt caller.
- 4. Alert someone else by prearranged signal so they can:
  - (a) Get on an extension (landline only), call 9-1-1 and notify the operator, "This is \_\_\_\_\_\_ from (name of school). We are receiving a bomb threat on another line. The number of that line is \_\_\_\_\_. Please trace the call."
- 5. Use Bomb Threat Form for guidance in dealing with caller.
- 6. Attempt to **keep the caller on the telephone** as long as possible.
- 7. Ask permission to repeat any instructions to make sure they were understood.
- 8. Notify Site Coordinator immediately after completing the call.
- 9. Try to determine if the caller is a student or an adult.
- 10. Listen for any background noise.

#### Site Administrator Actions:

- USE ONLY LANDLINE PHONES
- TURN OFF CELL PHONE (Utilize "runners" to communicate)
- SHUT OFF ALL TWO WAY RADIOS, PAGERS
- 1. Alert teachers to conduct a rapid visual scan of their areas for unidentified objects.
- 2. Remove students: Issue Leave Building command on the PA

- system or by messenger. Students will remain out of range until receiving the All Clear signal.
- 3. Notify the Superintendent's office. (530) 993-1660 Ext 110
- 4. The site administrator and designee will canvass building to determine that no students or personnel remain in building
- 5. The site administrator will call the fire department or police, if, in his/ her opinion, it is warranted. **Wait for Law Enforcement to begin search.**

6.

- 7. Resume school after the building(s) have been inspected and determined safe by proper authorities.
- 8. Do not publicize the threat any more than necessary.
- 9. Individual receiving call should complete the Bomb Threat Report, <sup>14</sup> as soon as possible.

#### Teacher Actions:

- USE ONLY LANDLINE PHONES
- TURN OFF CELL PHONE AND INSTRUCT
- STUDENTS TO TURN OFF CELL PHONES (Utilize "runners" to communicate)
- SHUT OFF ALL TWO WAY RADIOS
- 1. Conduct a rapid visual scan of work area. Do not touch any suspicious items.
- 2. Collect the SAFETY BINDER.
- 3. Ensure that the handicapped receive assistance in evacuating.
- 4. Calmly instruct students to walk to the assigned area, usually 300 feet from the building
- 5. Do not allow anyone to run or rush the hallways or exits
- 6. Once safe, take attendance and report search results and student count to your administrator
- 7. Wait with students until the search for the bomb has been conducted
- 8. Do not re-enter the building until the all clear signal is given
- 9. In times of severe weather or a prolonged search, students may be moved to pre-arranged locations, for example elementary students moved to the high school and vice versa.
- 10. Account for all students.

## B. If notified of call through police/sheriff department

- 1. Implement action **LEAVE BUILDING.** (Section II-1)
- 2. The site administrator and designee will canvass building to determine that no students or personnel remain in building.
- 3. Notify the Superintendent's office.
- 4. Resume school after the building(s) have been inspected and determined safe by proper authorities.
- 5. Do not publicize the threat any more than necessary.
- 6. Individual receiving call should complete the Bomb Threat Report, 15 as

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<sup>&</sup>lt;sup>14</sup> Section VI, Form B, pg. 76

<sup>&</sup>lt;sup>15</sup> Section VI, Form B, pg. 76

soon as possible.

## C. If a threat is received on district phones other than at a school

- USE ONLY LANDLINE PHONES
- TURN OFF YOUR CELL PHONE (Utilize "runners" to communicate)
- SHUT OFF ALL TWO WAY RADIOS, PAGERS
- 1. Stay calm. Do not hang up or put the caller on hold.
- 2. **Listen** Do not interrupt caller.
- 3. Use Bomb Threat Form for guidance in dealing with caller.
- 4. Attempt to **keep the caller on the telephone** as long as possible.
- 5. Ask permission to repeat any instructions to make sure they were understood.
- 6. Listen for any background noise.
- 7. Alert someone else by prearranged signal so they can:
  - (a) Get on an extension (landline only), call 9-1-1 and notify the operator, "This is (name of caller) from (name of school). We are receiving a bomb threat on another line. The number of that line is \_\_\_\_\_\_. Please trace the call."
- 8. Notify Site Coordinator immediately after completing the call.
- 9. Try to determine if the caller is a student or an adult.
- 10. Notify school concerned.
- 11.Implement action **LEAVE BUILDING** (Section II-1) at affected site.
- 12. Notify the Superintendent's office. (530) 993-1660 Ext 110
- 13. The site administrator and designee will canvass building to determine that no students or personnel remain in building.
- 14. Ensure that 9-1-1 has been called.
- 15.
- 16.Resume school after the building(s) have been inspected and determined safe by proper authorities.
- 17.Do not publicize the threat any more than necessary.
- 18.Individual receiving call should complete the Bomb Threat Report, <sup>16</sup> as soon as possible.

#### D. If a written threat is received

- 1. Handle document as little as possible & place in another larger envelope.
- 2. Call 9-1-1 to report the threat.
- 3. If threat is immediate or indefinite, implement action **LEAVE BUILDING** then enact the following procedures.
- 4. The site administrator and designee will canvass building to determine that no students or personnel remain in building.
- 5. Notify the Superintendent's office.
- 6. Resume school after the building(s) have been inspected and determined safe by proper authorities.
- 7. Do not publicize the threat any more than necessary.

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<sup>&</sup>lt;sup>16</sup> Ibid

8. Individual receiving threat should complete the Bomb Threat Report,<sup>17</sup> as soon as possible.

## 13. Civil Disobedience/Student Disorder

#### **LEVEL 2 EMERGENCY**

Civil disobedience is defined as any assemblage, including terrorists, on the school premises by unauthorized persons whose purpose and conduct is antagonistic with the orderly conduct of the school and the laws relating to the conduct of schools and the welfare of students.

#### A. Procedure

- Implement action Secure Building.
   The major purpose is to keep school personnel and students from undue exposure to danger; therefore; every effort will be made to keep classes within their rooms.
- 2. Site administrator or designee will notify 9-1-1 of situation and request assistance and notify teachers of reason for action.
- 3. Upon the receipt of an alert, the custodians will proceed to lock and secure all exterior doors, including restrooms, and remove trash containers and other burnable items from public access.
- 4. Teachers and custodians will be directed to lock and close their classroom doors.
- 5. Notify School District Office of situation.
- 6. Upon command from the authority in charge, all faculty members will keep their students within their locked classrooms until further notice **regardless** of the bells and schedule.
- 7. The teacher must remain in charge utilizing the best judgment in occupying the students within the classroom.
- 8. Darkening drapes and blinds should be closed in rooms so equipped.
- 9. Any other precautions should be taken to protect students and personnel from flying glass should the windows be broken.
- 10. When there is any evidence of a potential problem, classes outside will immediately return to locker rooms/classrooms, etc.
- 11.Should a disturbance enter the building itself, the secretarial staff should be prepared to move into the site administrator's office. When possible, phones should be adjusted to feed into those areas.
- 12. Accurate record of events, conversations and actions, should be kept.
- 13. Assign staff members to assist administration or other staff as necessary.
- 14. Authority in charge should proceed in good judgment on basis of police or other legal advice, in taking action to eliminate the situation.

<sup>&</sup>lt;sup>17</sup> Section VI, Form B, pg. 76

## 14. Stranger or Intruder on Campus

## A. Signage

**1.** All public schools are required to post signs at points of entry to their campuses or buildings from streets and parking lots. <sup>18</sup> The following statement should be used on signage:

"All visitors entering school grounds on school days between (school hours) must register at the main office. Failure to do so may constitute a misdemeanor. California Penal Code 627.2."

#### **B. Procedure**

## \*\*\*\*Use ALICE Procedures/Training as implemented in 2018\*\*\*\*

- 1. The signal will be given over the intercom, or other warning device, that there is now in effect a **STAND-BY** or **SECURE BUILDING.** 
  - a) Where there are no bells or PA systems, site administrators and/or designee will act as runners to notify staff of **LOCK-DOWN**.
- **2.** As soon as a decision is made to lock down the school, administration will notify law enforcement using 9-1-1.
- 3. If students are in class at the time of the signal,
  - a) Staff will:
    - Explain that there is an emergency;
    - Lock the classroom doors;
    - Have students lie on the floor;
    - Close blinds and take any possible precautions to protect others from possible broken glass; and,
    - Remain locked in offices until advised to move personally by administration or public safety officer or an *all clear* signal.

#### b) Site administrator will:

- Act with custodians to check locks on all exterior doors and classroom doors, and if possible, gates to school grounds to keep outsiders out until problem is resolved;
- Designate a person to coordinate with public safety personnel at their command post; and,
- Make sure that a site map and key set are available to safety personnel.
- Be available to deal with the media/press and bystanders to keep site clear of visitors.
- Notify parents of where to go to receive news, and their students when crisis is over.
- **4.** If students are not in class at the time of the signal,
  - a) Teachers will:
    - Assist administration in moving students into the nearest safe building available;
    - Lock doors of room if possible. If lock is on the outside of the door, rubber door stops can be placed behind doors to secure;

<sup>&</sup>lt;sup>18</sup> California Penal Code Title 15, Chapter 1.1 § 627

- Remain with students to maintain order;
- Keep students in a safe area until advised by administration or public safety personnel to move or that there is an all clear signal; and,
- Avoid, if possible, large open areas such as the library, gym, lawns or parking lots.

## **5.** All-Clear signal will

- a) Be given after consultation with the senior public safety officer on the scene; and/or
- b) Be a personal notification by the senior administrator. Staff is not to act upon bells or PA messages without this personal notification.

## **Stranger or Intruder In The School Or District Office**

In the case of a dangerous or extremely hostile person in the office:

- a. All uninvolved staff should leave the office and move to a safe location and call 9-1-1.
- b. Adult runners should go to each classroom (out of view of the office) to announce the SECURE AND HOLD action.

## 15. Explosion/Threat of Explosion

#### A. Explosion

- 1. Personally execute action **DUCK, COVER AND HOLD ON** upon the first indication of the explosion.
- 2. If the explosion occurred within the school buildings, immediately upon passage of the blast wave, initiate action **LEAVE BUILDING.**
- 3. Pull the fire alarm.
- 4. Call 9-1-1.
- 5. If trained, organize a fight of fires until arrival of the Fire Department.
- 6. Teachers report missing students to office. Those not found will be reported to Fire and Law Enforcement Officials.
- 7. Notify the appropriate utility company of breaks or suspected breaks in utility lines.
- 8. Notify the superintendent.
- 9. Do not allow the return of students or staff members to school buildings.
- 10. Initiate any other action deemed necessary because of the condition of the school, or return to normal routine.

## **B. Threat of Explosion**

- 1. Initiate action **LEAVE BUILDING**.
- 2. Execute those actions required under 4 through 10 above.

## 16. Threat Condition Red (Terrorist Attack)

#### **LEVEL 1 OR 2 OR 3 EMERGENCY**

# A. Homeland Security Advisory of a Threat Condition Red specific to your community.

1. During School Hours

Initiate one of the following actions as appropriate for situation. Continue to monitor for more specific information.

- a) Action: **Stand By**
- b) If circumstances allow and there is time, move students to closest suitable shelter.
- c) Action: Directed Transportation
- d) If the above is not advisable, remain in building as place of shelter.

#### C. Attack Without Warning

<u>During School Hours</u>
 Depending on the location of the initial attack, staff will execute action **DUCK, COVER AND HOLD ON**.

### D. Attack in other parts of the country

- 1. Our schools are far from metropolitan areas that may become targets. However, if attacks occur in other parts of the country, school will continue as usual. Staff will discuss with the students what is going on, to help alleviate stress.
- 2. If parents wish to pick up their children, or have a person with the necessary permission pick up their child, they may.
- 3. If attack is close enough that our buildings might be used for emergency shelters then: action **DIRECTED TRANSPORTATION** to send students home and action **CONVERT BUILDING.**
- 4. Notify parents to pick up non-bus students.

## 17. Health/Medical Emergency

Contagious diseases can have a profound impact on our schools and communities. Procedures need to be in place to help prevent and mitigate the effects diseases such as seasonal flu, and a flu epidemic or pandemic, or other infectious disease.

Season flu outbreaks happen in the fall and winter. Staff are urged to be vaccinated.

#### A. Prevention

- 1. Every year review good hygiene habits with students.
  - a) Cover coughs.
  - b) Wash hands thoroughly for at least 20 seconds.
  - c) Stay home if ill.
  - d) Each class room should have a supply of waterless hand sanitizer for student and staff use.

## **B.** Mitigation

- 1. If an outbreak occurs:
  - a) Separate students as much as possible, i.e., move desks further apart, seat further apart at tables.
  - b) Send any sick children home immediately, or take other measures to isolate at school if parents unavailable.

Each school will conduct prevention activities every year during Emergency Preparedness Week to instruct students on these activities and the necessity for such.

# C. In the event of an epidemic or pandemic flu or other medical emergency:

- 1. The District/County Office will work directly with the Sierra County Health Department and the Sierra County Office of Emergency Services.
- 2. These agencies may:
  - a) Close the schools.
  - b) Use the facilities for emergency hospitals, child care, feeding facilities, or other uses as needed.

### D. At the first sign of an epidemic or worse, teachers will:

- 1. Closely monitor students for illness and report to the office.
- 2. Implement the mitigation strategies listed above.
- 3. Prepare emergency lessons that can be sent home with students in the event of school closure. These should be for at least 2 weeks. (Unless alternate continuing education means is available, such as posting assignments on the school web site.)

# 18. Special Education Adaptations

When students with special needs are not with their general education classroom, the special education staff assigned to those students will escort the child to the general education teacher wherever they have assembled.

In the case that a child is more severely handicapped, an appropriate emergency plan will be written into the student's IEP to be followed by the special education staff.

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# **Section IV – Emergency Preparedness Week**

- Agenda for Emergency Preparedness Week
- EP Week
- EP Week Team Discussion Check List
- General Emergency Instructions
- Monday
- Tuesday & Wednesday
- Thursday & Friday

#### 1. Agenda for Emergency Preparedness (EP) Week

#### A. Prior to EP Week

- All teachers are asked to review the Emergency Binder and make sure your evacuation map is posted and students know where to go.
   Everything you need to know is in the Binder
- All teams of teachers should review the procedures for EP Week found in the Binder. New teachers please ask the veterans any questions you may have. Make sure you have all the telephone numbers you need for the Staff Emergency Phone Call List in case the Emergency Phone Notification System doesn't work and that you know the order of calls and what to do if someone doesn't answer. If there is no answer, call Emergency contact for that student. You should also check to see where the alarms are located near your room and where the first aid kits are in your building (school office). You should also have an alternate evacuation route from your room.
- See that instructions for minimizing germs through proper hygiene and proper coughing and sneezing methods are posted throughout the school, as appropriate.

#### **B.** Notes

- Please do not share the drill time schedule with your students.
- When making plans for a substitute, please note in your plans the location of the Emergency Binder. Request subs to familiarize themselves with it.
- The Emergency Binder will be placed near the door. You must take the book with you to any drills/emergencies.
- During drills held at breaks, students will either evacuate to field area or take cover in the gym/multipurpose room. Unless it's a terrorist drill, please go to the area where students are and help with supervision.

#### 2. EP Week

- **❖ Monday**...... Orientation Day
  - Students should know all exit routes from each of their classrooms and where to meet. It's OK to practice taking cover and the evacuation routes.
  - All students should know appropriate responses to emergency bells and announcements.
  - Students should also know what to do during break times.
- ❖ Tuesday ...... Fire Drill and Good Hygiene
- **❖ Wednesday** ...... Hazardous Substance/Attack
- Thursday..... Earthquake
- ❖ Friday ...... Civil Disturbance Drill/Bomb threat

#### 3. EP Week Team Discussion Checklist

Every teacher should be familiar with our school's emergency plan found in our emergency Binder and the instructions for Emergency Preparedness Week. In addition, the following suggestions may be helpful.

#### A. Every teacher should know:

- The evacuation route and meeting place of his/her room, maps are posted, review them with your students. New teachers need to walk their routes and see the meeting places.
- The location of fire alarms on campus and specifically the two closest to his/her room.
- The location of fire extinguishers in his/her classroom.
- The location of the emergency binder in the classroom.
- The purpose of the Emergency phone cards. Please check to see that all phone numbers are current and correct.
- The procedure to contact the office by phone.
- The different codes for evacuation of a building or for getting into a building.
- An alternate route from his/her room in case there is a fire or structural damage to his/her room.

#### **B. Discuss evacuation procedures**

- Teachers are to take Emergency Binder, close door, stay with students going to meeting place, take roll, alert the administration if any students (who are not absent) are missing or injured, keep class together as orderly as possible, until the "all clear signal".
- If someone in your room shows a weapon, alert the office if you can. If possible, remove students from the room. If necessary/possible, dial 9-1-1. If there is some emergency situation on campus, follow procedures until relieved by police or fire department. You may need to make decisions covering topics not discussed here. Always keep the safety of your students as your top priority. Get help when possible and do your best to keep the students out of harm's way.

#### 4. General Emergency Instructions

Teachers, please share the following with your students on Monday in preparation for Emergency Preparedness Week. You may use this as a script or just a basis for sharing the information with your classes.

This is the Sierra-Plumas Joint Unified School District "Emergency Preparedness Week." Every day this week you will be discussing and reviewing procedures for different types of emergencies.

Your teachers will tell you how to evacuate their rooms for fire or earthquake situations. You should know where the evacuation map is in each of your classrooms and where the evacuation areas are all over the campus. Look at each one and know where to go should you need to leave in an emergency. The evacuation signal is the fire alarm. Return to the building immediately is three short bells or whistle blows. The all clear signal is one long bell.

When leaving a room, stay with your teacher and go to your designated area in a quiet orderly way. Once there, your teacher will take attendance. If you notice a student is missing, notify your teacher who will then notify the site administrator or secretary. You are to remain with your class and not mingle or communicate with other classes so that if your teacher should need to give your further emergency directions, you will be able to hear and follow quickly. When the all clear signal is sounded, quietly return to class. Please return at your teacher's direction.

Should an earthquake occur, duck under your desk or a table, and cover your head to the best of your ability. Remain there until notified that you can move. If severe structural damage has happened to the building, your teacher may direct you to evacuate to your regular or alternate evacuation area. Remain there until the all clear signal or until notified.

If a teacher suddenly becomes incapacitated (falls, faints, becomes ill, etc.), a student needs to immediately call the office and report the emergency. A second student should go to the nearest teacher and seek help. All need to act calmly and quickly. These students need to be pre-selected with alternates.

Should a student become incapacitated in class or on the grounds, find an adult. If possible, another student should stay with the incapacitated student until help arrives.

Should a stranger intrude on the campus or some other terrorist event occurs, a warning over the intercom, or a messenger will signal students to stay in the classrooms. At this point, windows and doors should be closed and locked. If you're in class or a break, seek shelter in a room. Your teachers will discuss with you this week the safest place in their rooms for shelter. Remain guiet and calm until the all clear signal is sounded.

All visitors are to check in through the office and should have a visitor's badge displayed. If you see a stranger on campus, do not approach that person and tell a staff member immediately.

Should an emergency occur during recess, lunch or P.E., similar procedures should be followed. Staff members are always on duty; follow their directions and use common sense and stay calm. If you hear the evacuation signal, go to the evacuation area designated for your class. If there were a severe earthquake, duck, cover and hold on to something until the quake has finished. Then go to the primary evacuation area. Should an intruder be on campus, 3 whistle blasts will be the signal to go into the nearest building for shelter.

We hope you will never be in an emergency situation, but if you are, it is better to be prepared, have a plan, and know how to act.

\*\*In the event of a chemical spill please DO NOT under any circumstance allow students to leave your room. You may be instructed to cover windows, doors and/or use respirator masks. Please stay tuned to the intercom or walkie talkie. If you have a child in a pull out program, keep them in your room and notify the office. Office staff will notify classroom teacher. Please report missing students to the office so we may search for them.

#### Monday

#### A. Monday ...... Orientation Day

- Discuss "General Emergency Instructions" so that all students know:
  - a) The evacuation route from your room and assembly area.
  - b) The bell signals:
    - The fire drill means evacuate buildings.
    - One long bell will signal "all clear".
    - The earthquake drill signal (different from the fire bell).
  - c) The location of the fire alarms around the school, the one closest to your room, and the penalty for false alarms. In the event a fire bell goes off accidently, the office will stop evacuation over the intercom.
  - d) The safest areas in your room during an earthquake or terrorist attack (e.g. under desks, away from windows).
  - e) That orderliness is required to, from and while at the evacuation site.
  - f) Where to find the posted map.
  - g) Location of emergency binder in each classroom.
- Discuss what students should do if there is a substitute teacher.
  - a) Select students who will contact the office if necessary.
- Teachers must have at all times their emergency binders during an emergency.
- After each drill, allow the students to voice their questions and/or concerns about the procedures.

#### **Tuesday & Wednesday**

- **B. Tuesday** ...... Fire Drill Day
  - At the evacuation signal (fire Alarm), all classes will move in an orderly and quiet manner to their designated areas.
    - a) Classes are to remain in line with their teachers while role is taken.
    - b) There is to be no interaction between classes.
  - At the all-clear signal, teachers are to signal their classes when it is their turn. Students are to return quietly to their rooms.
  - Upon return to classroom, discuss with students any concerns they or you may have.
- **C. Wednesday** ...... Chemical Attack Day
  - An intercom announcement will inform all that there has been a report of a possible chemical spill/attack.
  - Classes must stay indoors at all times. No one is to go outside for any reason.
  - If instructed, teachers must duct tape outside doors/windows and vents or air ducts. Office personal shall make sure all heating systems with outside access are shut down.
  - Staff and students should remain solely inside until notified that the drill is complete.

#### Thursday & Friday

#### **D. Thursday**..... Earthquake Day

- A special bell will be sounded to signal the beginning of the earthquake drill. Teachers will command "Duck, Cover, & Hold On".
- Students will immediately duck under desks or tables, away from light fixtures and/or windows and stay quiet. If possible, teachers will close curtains against flying glass.
- After the simulation, the evacuation (fire) bell will ring and teachers are to direct their students to their designated areas. You may have to take an alternate route due to "structural damage".
- Once at the designated area, teachers are to take roll and to report any missing students.
- At the all clear signal, everyone should return in order to their classrooms.

#### **E. Friday** ...... Civil Disturbance Day

- An intercom announcement will inform all that there are unauthorized strangers on campus.
- Stay in your room, make sure the doors and windows are closed and locked and the blinds are closed. Students are to move to the safest area in your room, possibly under their desks or away from windows. All should remain quiet and still until notified.
- Administration and staff will check the doors of the rooms and students are expected to stay quiet rather than react to the rattling of the door. In an emergency, a noise in a room would alert an intruder that there are people there and thus place those people in danger.

# **Section V – Other Procedures and Information**

- 1. Child Abuse Reporting Procedures
- 2. Hate Motivated Reporting Procedures
- 3. Bus Driver Disaster Procedures
- 4. Emergency Numbers
- 5. Emergency Supplies
- 6. Evacuation Routes
- 7. Individual School Plans
- 8. Contents of Emergency Binder
- 9. Signals & Actions
- 10. Emergency Action Summary

#### 1. Child Abuse Reporting Procedures

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

#### Definitions

#### Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

- 1. A physical injury or death inflicted by other than accidental means on a child by another person
- 2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code <u>11165.1</u>
- 3. Neglect of a child as defined in Penal Code <u>11165.2</u>
- 4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
- 5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

#### Child abuse or neglect does not include:

- 1. A mutual affray between minors (Penal Code 11165.6)
- 2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6) (cf. 3515.3 District Police/Security Department)
- 3. An injury resulting from the exercise by a teacher, vice site administrator, site administrator, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
- 4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student (Education Code <u>49001</u>) (cf. 5144 Discipline)
- 5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student (Education Code 49001)

#### Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code <u>11166</u>)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code <u>11166</u>)

#### Reporting Procedures

#### 1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

#### **SIERRA COUNTY SHERIFF**

#### **DOWNIEVILLE**

100 Courthouse Square Downieville CA 95936 (530) 289-3700

#### LOYALTON SUBSTATION

61050 State Route 49 Loyalton CA 96118 (530) 993-4479

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

#### 2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code <u>11167</u>)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code  $\underline{11166.05}$ . (Penal Code  $\underline{11167}$ )

#### 3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the site administrator, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the site administrator as soon as possible after the initial telephone report to the appropriate agency. When so notified, the site administrator shall inform the Superintendent or designee.

The site administrator so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the site administrator may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, site administrator, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

#### 2. Procedures to Notify Teachers of Dangerous Pupils

The District has procedures regarding notification of dangerous students based on the California Education Codes #49079, 44810, 44811, 48900, 48911(h), 49915.5, and 49915(b) and (c). There are also policies in place addressing employee security and workplace violence prevention.

California Education Code #49079 requires that teachers are notified when one of their students has engaged in behavior that has resulted in suspension or expulsion as defined under California Education Code #48900 and related subsections. This provision is to include notification of this behavior for the prior three years, assuming the District has knowledge of such behavior.

- In order to comply with this requirement, the following procedures are in effect: 1)

  At the beginning of each school year, office staff run a query from the student
  information system to come up with a list of students who have been suspended or
  expelled in the previous 3 years. This list is given to every teacher that has contact
  with the students on it. 2) All suspensions during the year are logged into the
  Student Information System. As students are suspended, a notice of suspension is
  copied to the student's teacher and student's cumulative file. 3) Each teacher has a
  computer with access to the Student Information System. This provides teachers
  the ability to access all disciplinary history for their students. 4) The Principal
  reviews the Cumulative File for all new students who enroll throughout the year to
  check their disciplinary history and to notify classroom teachers of previous
  suspensions or dangerous behaviors.
- These procedures will ensure that teachers have the three previous year's information, along with updates as they occur during a given year.

#### 3. Hate Motivated Behavior Reporting

A hate crime is defined by the U. S. Congress as a "criminal offense against a person or property motivated in whole or in part by an offender's bias against a race, religion, disability, ethnic origin or sexual orientation."

Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the site administrator or designee. The site administrator or designee shall contact law enforcement, if deemed appropriate.

If the student believes that the situation has not been remedied by the site administrator or designee, he/she may file a complaint in accordance with district complaint procedures.

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the site administrator, Superintendent or designee, and law enforcement, as appropriate.

Student, site administrator or staff shall complete the Hate Motivated Behavior Reporting Form<sup>19</sup> and submit to the site administrator or District Office.

Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board Policy and Administrative Regulation.

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<sup>&</sup>lt;sup>19</sup> Section VI, Form H, pg. 84

#### 4. Bus Driver Disaster Procedures

These procedures are intended as guidelines for bus drivers to follow in the event of a disaster. It is understood that drivers may need to make spontaneous and independent decisions, depending on the emergencies, age of children, location of bus, etc.

A copy of these procedures shall be kept in the emergency packet of the school buses and at each school site.

#### A. Earthquake

- 1) Issue "DUCK, COVER AND HOLD ON" command.
- 2) Stop the bus away from power lines, bridges, overpasses, buildings, possible landslide conditions, overhanging trees, or other dangerous situations.
- 3) Set brake, turn off ignition and wait for shaking to stop.
- 4) Check for injuries.
- 5) Contact school to report location and condition.
- 6) If instructed to continue route:
  - 1. If enroute to school, continue to pick up students.
  - 2. If dropping students off, continue to do so if there is adult supervision.
- 7) If unable to contact school, complete number 6 above.
- 8) If it is impossible to return to school, proceed to nearest shelter. Notify school of location. Remain with children until further instructions are received from command center.
- 9) If the bus is disabled, stay with the bus until help arrives.
- 10) DO NOT attempt to cross bridges or overpasses that have been damaged.

#### B. Flood

- 1) DO NOT drive through flooded streets/roads.
- 2) Take an alternate route or wait for public safety personnel to determine safety.
- 3) Proceed to school, home, or designated shelter, as appropriate.

Driver's Signature	 Date
Signature indicates that procedure has be	een read and understood.

# **5. Emergency Numbers**

EMERGENCY: Fire, Medical	9-1-1
	530-993-1660 rintendent: x110 II: 530 771-7926
Alternate Extensions: 10	
Fire Department	
Downieville	
Loyalton	530-993-6/51
Sheriff	
Downieville	530-289-3700
Loyalton	530-993-4479
	500 000 0050
Sierra County Office of Emergency Services	530-289-2850
Human Services	
Downieville	530-289-3711
• Loyalton	530-993-6700
	520,002,6746
Mental Health	530-993-6/46
Site administrator's Offices	
Downieville School	530-289-3473
o Secretary	
o Administrator	
• Loyalton Elementary	530-993-4482
o Secretary	
o Administrator	
Loyalton High School	
Secretary	
o Administrator	X31U

#### 6. Evacuation Routes

Each school needs evacuation routes outlined on a school plot plan displayed at the main exit of each facility and room that houses students and/or staff. These routes should be followed during each drill and/or emergency. Each school should have a pre-designated location with an alternate location for all students/staff to assemble for roll call.

The evacuation routes for Downieville, Loyalton Elementary, Loyalton Middle School and Loyalton High School and Sierra Pass School also need to be in the County/District office for inclusion in Emergency Binders.

### 7. Contents of Emergency Binder

Front of binder will be green to use to signal "all accounted for".

## A. Each classroom will have an emergency binder containing:

- Signals & actions.
- Summary of emergency procedures.
- Up-to-date class roster. Middle and high schools will have a roster for each period of the school day.
- "Pick-up" information for each student in case class becomes separated from main group.
- Emergency phone/cell numbers in case of separation from the main group.
- Accountability report forms.
- Evacuation route and alternate route.

#### 8. Signals & Actions

#### **B. Fire Alarm** = Leave Building

- Teachers and Students:
  - a) Evacuate building following posted route or alternate route if primary route is blocked.
- Teachers:
  - a) Turn out lights.
  - b) Close windows.
  - c) Make sure rooms are empty and unlocked.
  - d) Take Emergency Binder.
  - e) At evacuation site take roll to ensure all students are accounted for. Respond by reporting any missing students or other personnel to secretary or other designee.

# C. Three Short Bells or Whistle Blasts = Remain In / Return to Building

- Teachers and Students:
  - a) Duck Cover and Hold On in safe place away from windows, under tables or desks, away from light fixtures.
  - b) If outside, take cover inside the nearest building if possible.
  - c) If ground is shaking, Duck, Cover and Hold On.
- Teachers:
  - a) Close blinds and lock doors.
  - b) Tell students to Duck, Cover and Hold On.

#### D.One Long Bell = All Clear Signal

#### 9. Emergency Action Summary

There are three basic emergency actions with some modifications to meet the requirements of different emergency events:

- Evacuate
- Lockdown
- Shelter in Place/Secure Building

#### A. Evacuation: Fire, Bomb Threat, Threat of Explosion

- At sound of fire bell everyone evacuates following the posted route or alternate route in an orderly fashion.
- Close windows and doors.
- Take emergency binder.
- Teacher takes roll and reports any missing students.
- At the "All Clear" signal return to building.
- Discuss fears/concerns of the students.

#### **B. Standby Lockdown:**

- The situation isn't critical enough to warrant the disruption of teaching but is serious enough to not want students outside or unsupervised.
- All students and staff are instructed to remain in their designated room with the door locked.

#### C. Shelter in Place/Lockdown:

- When notified by PA, or other means:
  - a) Lock and secure all outside doors.
  - b) Cover all outside windows.
  - c) Students and staff "Duck, Cover & Hold On" away from windows and light fixtures.
  - d) All equipment and lights turned off.
  - e) No noise or talking.
  - f) Only open door or release from lockdown when notified by person you know.

#### D. Earthquake

- Earthquake procedure is a combination of Shelter in place and Evacuation.
- For drill when air horn blows, or ground starts shaking, teacher commands "Duck, Cover and Hold On".
- Students immediately take cover under desks or table and hold on.
- When earth stops shaking or the fire bell sounds, students and teacher follow the Fire procedures.

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# **Section VI - Miscellaneous**

- 1. Form A: Annual Emergency Plan Checklist
- 2. Form B: Bomb Threat Report
- 3. Form C: Classroom Hazard Checklist
- 4. Form D: Emergency Drill Form
- 5. Form E: Emergency Status Report
- 6. Form F: Evacuation Route Hazard Checklist
- 7. Form G: Injury and Missing Persons Report
- 8. Form H: Hate Motivated Behavior Report
- 9. Form I: Special Staff Skills/Equipment
- 10. Form J: Student Release Log
- 11. Form K: Student Release-Permission Slip

## Form A: Annual Emergency Plan Checklist

Date	Activity Pe
August	School Facilities/Grounds Hazard Assessment
August	Evacuation Routes Hazard
August	Update School Plot Plans
September	Emergency Numbers and Resources Update
September	Emergency Preparedness Week practice
September	Survey of Special Staff Skills
September	Message to Parents
September	Assign Disaster Functions
September	Update Bus Routes to Identify Potential Hazar
September	Staff Orientation to Plan
February	Review Plan
Prepared By	<i>/</i>
Date Prepar	red School Year

School \_\_\_\_\_

## Form B: Bomb Threat Report

This form needs to be in each Emergency Binder so it is available to anyone receiving a bomb threat.

# TELEPHONE BOMB THREAT CHECKLIST/REPORT FORM

School:			
<b>KEEP CALM</b> : Do not get excited <b>CALL 9-1-1</b> .	d or excite others.	. SIGNAL A STA	AFF MEMBER TO
TIME CALL RECEIVED:	am/pm ¬	TIME CALL TER	MINATED:
am/pm	am, pm		
<b>EXACT WORDS OF CALLER:</b> _			
	_		
Delay: Ask caller to repeat or	r ask nermission	to reneat the	details to the
caller to confirm accuracy.	dak perimaan	r to repeat the	actains to the
Questions you should ask:			
A. Time bomb is set to explode? B. Where located? Site?	Area		
C. Kind of bomb?			
D. Description?			
E. Why kill or injure innocent ped	ople?		
Voice description:			
o Male o Female o Calm	o Nervous	o Loud	o Quiet
o Rough o Refined o Youn			
Accent o No o Yes-Describe			
Speech impediment o No o Yes			
Unusual phrases Recognize voice? If so, who do y	you think it woo?		
Recognize voice? If so, who do y	ou tillik it was? _		
Background noise:			
o Music o Running mo	otor (type)	0	Traffic
o Whistles o Bells			Tape Recorder
o Machinery o Voice			
Additional information:			
A. Did caller indicate knowledge	of the facility? If	so, how? In wha	t way?
	·		
D. Oarskatter III. II.	2		
B. On what line did call come in	·		
Signature		Date	
Sidifacale		Date	

## Form C: Classroom Hazard Checklist

Cahaali						
School:						
Room #:						
Date:						
Potential Hazards	Yes/No	Unknown	Applicable			
Are freestanding cabinets, bookcases, and wall shelves secured to a structural support?						
Are heavy objects removed from high shelves? (High shelves are shelves above the heads of seated students/teachers desk.)						
Are aquariums and other potentially hazardous displays located away from seating areas?						
Are A.V. equipment and computers securely attached to the wall, ceiling or a portable (rolling) cart with lockable wheels?						
Are wall mounted clocks, maps, fire extinguishers, etc., secured against falling?						
Are hanging objects secured to prevent them from swinging free or breaking windows in an earthquake?						
Is lab equipment secure to prevent movement?						
Are chemicals stored to prevent spillage?						
Is ventilation adequate where chemicals are stored?						
Are objects around doors secured so as not to fall and block egress?						

To be kept in the office of each school

# Form D: Emergency Drills Form

Calaaala			
School:			

Date	Time	Remarks	by	Start	End

## Form E: Emergency Status Report

This form is to be completed and forwarded to the Emergency Operations Center by the Site administrator or designee as soon as evacuation has been completed and the required information collected.

School:					
Comple	ted by:				Date:
Immed	liate Assistan	ce Requ	uired (Circle One	or More)	)
None	Medical	Fire	Search & Res	cue	Support Personnel
Conditi	ion of Studen	<b>ts</b> (Circle	e One or More)		
All Acco	unted For	No I	njuries No	o immed	liate help required
Missing	g <b>()</b>	Names:			
				_	
Trappe	d in Building	(	) Names:		
				(Co	ntinued next page)

Injured () Requiring Immediate Medical Attention ()				
Type of Injuries:				
Condition of Staff ((	Circle One or More	<u> </u>		
All Accounted For	No Injuries	No immediate help required		
Missing ()	Names:			
Trapped in Building	() Names	 5:		
Injured () R	equiring Immedia	te Medical Attention ()		
Type of Injuries:				

(medical attention, cont.)
Condition of School Building and Grounds e.g. wall cracked, fallen light fixtures, shattered windows, broken water pipes flooding, etc
Condition of Neighborhood e.g.: fallen power lines, debris-cluttered streets, etc.

## Form F: Evacuation Route Hazard Checklist

Note: (1) (2)	This form is to be completed each school year prio Results from this assessment may result in memo to temporary changes in normal evacuation routes	to staff alerting them
School:		
Comple	ted by:	Date:

Possible Hazards	Yes	No	Location
Is any maintenance and/or repairs being done that places construction obstacles in normal evacuation routes?			
Do hallways and/or doors contain glass panels?			
Are these panels of safety (tempered) glass?			
Do lockers, bookshelves and other storage units line hallways?			
Is lighting dependent on electricity rather than sunlight?			
Do building exit routes pass through arcades, canopies or porch-like structures?			
Are gas, sewer and power lines near outdoor assembly areas?			
Has there been any change in storage or location of emergency equipment/supplies?			

## Form G: Injury and Missing Persons Report

To be included in each Emergency Binder School: \_\_\_\_\_ Room: \_\_\_\_\_ Teacher: \_\_\_\_\_ Date:\_\_\_\_\_ • List names of missing or injured students. • Send form to site administrator or designee **immediately**. Injured Type of Injury **Possible Location** Name **Missing Persons** Name **Possible Location** 

## Form H: Hate Motivated Behavior Reporting Hate Crime ☐ School Incident Date Hate Incident Other Bias Event Victim Information Name(s) \_\_\_\_\_\_ Gender \_\_\_\_\_ Physical Address \_\_\_\_\_\_ (City) \_\_\_\_\_ P. O. Box \_\_\_\_\_ (City)\_\_\_\_ Race/Ethnicity/National Origin \_\_\_\_\_ Age \_\_\_\_\_\_ If exact not known: $\square$ <18 $\square$ 18-25 $\square$ 25 If applicable, Religion \_\_\_\_\_\_ Incident Address \_\_\_\_\_(City) \_\_\_\_\_ Location of the Incident: (Include further description of location in the narrative) ☐ Religious Site/Organization ☐ School ☐ Public Building ☐ Public Place Residence Government Building ☐ Community Based Organization ☐ Business Other Type of Hate Crime/Incident ☐ Annoying Email ☐ Annoying Phone Call ☐ Assault with a Deadly Weapon ☐ Assault/Battery Brandishing A Weapon □ Attempted Murder □ Bomb Threat Criminal Threat □Vandalism/Graffiti □ Robbery/Attempted Robbery □ Other PLEASE INCLUDE FULL NARRATIVE DESCRIPTION OF INCIDENT ON BACK Type of Hate Motivations(s): ☐ Race/Ethnicity/National Origin ☐ Gender ☐ Disability ☐ Sexual Orientation Religion Anti-Transgender Anti-Immigrant Sept. 11/Middle East Conflict Other **Specific Slurs:** Suspect(s) Information: Number of Offenders(s) \_\_\_\_\_ Age(s): \_\_\_\_\_ If exact not known: $\square$ <18 $\square$ 18-25 $\square$ 25 \_\_\_\_ Gender \_\_\_\_\_ Race/Ethnicity/National Origin Crime Report Information: Recorded as Hate Crime? Yes No Report#/Case#/DRN \_ Prior Incident? Yes No Previous police report filed? Yes No Was victim assistance provided? Yes No If yes, please describe when and what services:

TITLE

SIGNATURE

Report completed by:\_\_\_\_\_

PRINT NAME

# Form I: Special Staff Skills and Equipment

School:			
School Year:	 	 	

Experience/Equipment	Name of Employee
Medical/First Aid Experience	
Search & Rescue Experience	
Fire Fighting Experience	
Communication Equipment (indicate type)	
Accessible Emergency Vehicles and Equipment	

# Form J: Student Release Log

School:						
Date:						

	Time	Name of Person	
Student's Name	Out	Released To	Signature
	0.0.0	1101000010	9.14.04.1.0

## Form K: Student Release-Permission Slip

To be included in each Emergency Binder School: \_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Name of Person Releasing Student: **Student's Name: Authorized Adult: Relationship to Student: Student Being Transported To: Phone Number: Verified by Office:** (Signature) (Date)

# **Section VII – Authorities and References**

- 1. Earthquake Emergency Procedure System
  Sierra County/Sierra-Plumas Joint Unified School District Administrative Regulation 3516.3
- 2. Emergencies and Disaster Preparedness Plan BP Sierra County/Sierra-Plumas Joint Unified School District Board Policy 3516
- 3. Emergencies and Disaster Preparedness Plan AR
  Sierra County/Sierra-Plumas Joint Unified School District Administrative Regulation
  3516
- 4. Fire Drills & Fires
  Sierra County/Sierra-Plumas Joint Unified School District Administrative Regulation 3516.1
- 5. Civil Defense and Disaster Preparedness Plan CA Administrative Code, Title V
- 6. Earthquake Emergency Procedures Education Code §38130
- 7. School Safety Plans Education Code §32282
- 8. Use of School Property Education Code §38130
- 9. Signage Penal Code §627

For other policies and administrative regulations pertaining to safety at school, please visit our website at sierracountyofficeofeducation.org.

# Sierra County/Sierra-Plumas Joint USD

# **Administrative Regulation**

**Earthquake Emergency Procedure System** 

AR 3516.3

**Business and Noninstructional Operations** 

Earthquake Preparedness

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may work with the California Governor's Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

- 1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff
- 2. A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.
- 3. Protective measures to be taken before, during, and following an earthquake
- 4. A program to ensure that students and staff are aware of and properly trained in the earthquake emergency procedure system

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development) (cf. 4331 - Staff Development)

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate primary and alternative locations outside of buildings, which may include areas off campus if necessary, where individuals on a school site will assemble following evacuation. In designating such areas, the Superintendent or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures also shall outline primary and alternative evacuation routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

The Superintendent or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.

The Superintendent or designee shall identify potential earthquake hazards in classrooms and other district facilities, including, but not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, dangers presented by such potential hazards shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

Earthquake While Indoors at School

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

- 1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.
- 2. In laboratories, burners should be extinguished, if possible, before taking cover.
- 3. As soon as possible, staff shall move students away from windows, shelves, and heavy objects or furniture that may fall.
- 4. After the earthquake, the principal or designee shall determine whether planned evacuation routes and assembly locations are safe and shall communicate with teachers and other

staff.

5. When directed by the principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and shall evacuate the building in an orderly manner.

Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

- 1. Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.
- 2. Staff shall have students perform the drop procedure.
- 3. Staff shall have students stay in the open until the earthquake is over or until further directions are given.

Earthquake While on the Bus

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety, which may include pulling over to the side of the road or driving to a location away from outside hazards, if possible. Following the earthquake, the driver shall contact the Superintendent or designee for instructions before proceeding on the route or, if such contact is not possible, drive to an evacuation or assembly location.

(cf. 3543 - Transportation Safety and Emergencies)

**Subsequent Emergency Procedures** 

After an earthquake episode has subsided, the following actions shall be taken:

- 1. Staff shall extinguish small fires if safe.
- 2. Staff shall provide first aid to any injured students, take roll, and report missing students to the principal or designee.
- 3. Staff and students shall refrain from lighting any stoves or burners or operating any electrical switches until the area is declared safe.
- 4. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.
- 5. The principal or designee shall post staff at safe distances from all building entrances and instruct staff and students to remain outside the buildings until they are declared safe.

- 6. The principal or designee shall request assistance as needed from the county or city civil defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.
- 7. The principal or designee shall contact the Superintendent or designee and request further instructions after assessing the earthquake damage.
- 8. The Superintendent or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

(cf. 1112 - Media Relations)

Legal Reference:

**EDUCATION CODE** 

32280-32289 School safety plans

**GOVERNMENT CODE** 

3100 Public employees as disaster service workers

8607 Standardized Emergency Management System

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized Emergency Management System

## Management Resources:

### CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty Guide and Checklist for Nonstructural Earthquake Hazards in California Schools, January 2003

School Emergency Response: Using SEMS at Districts and Sites, June 1998

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

Guidebook for Developing a School Earthquake Safety Program, 1990

WEB SITES

American Red Cross: http://www.redcross.org

California Governor's Office of Emergency Services: http://www.caloes.ca.gov

California Seismic Safety Commission: http://www.seismic.ca.gov

Federal Emergency Management Agency: http://www.fema.gov/hazards/earthquakes

National Incident Management System: http://www.fema.gov/emergency/nims

### SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Regulation SIERRA COUNTY OFFICE OF EDUCATION

approved: April 10, 2007 Sierraville, California revised: June 10, 2008 Loyalton, California

revised: May 10, 2011 revised: August 9, 2016

# Sierra County/Sierra-Plumas Joint USD Board Policy

**Business and Noninstructional Operations** BP 3516

#### **EMERGENCIES AND DISASTER PREPAREDNESS PLAN**

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

#### Legal Reference:

**EDUCATION CODE** 

32001 Fire alarms and drills

32040 Duty to equip school with first aid kit

32280-32289 School safety plans

32290 Safety devices

39834 Operating overloaded bus

46390-46392 Emergency average daily attendance in case of disaster

49505 Natural disaster; meals for homeless students; reimbursement

CIVIL CODE

1714.5 Release from liability for disaster service workers and shelters

**GOVERNMENT CODE** 

3100-3109 Public employees as disaster service workers; oath or affirmation

8607 Standardized emergency management system

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath or affirmation

CODE OF REGULATIONS, TITLE 5

550 Fire drills

560 Civil defense and disaster preparedness plans

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized emergency management system

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

#### Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Crisis Response Box, 2000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

Active Shooter Awareness Guidance, February 2018

State of California Emergency Plan, 2017

School Emergency Response: Using SEMS at Districts and Sites, June 1998

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

National Incident Management System, 3rd ed., October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guide for Developing High-Quality School Emergency Operations Plans, 2013

#### Management Resources:

**WEB SITES** 

CSBA: http://www.csba.org

American Red Cross: http://www.redcross.org

California Attorney General's Office: https://oag.ca.gov

California Department of Education, Crisis Preparedness: http://www.cde.ca.gov/ls/ss/cp

California Governor's Office of Emergency Services: http://www.caloes.ca.gov

California Seismic Safety Commission: http://www.seismic.ca.gov Centers for Disease Control and Prevention: http://www.cdc.gov Federal Emergency Management Agency: http://www.fema.gov

U.S. Department of Education, Emergency Planning: http://www2.ed.gov/admins/lead/safety/crisisplanning.html

U.S. Department of Homeland Security: http://www.dhs.gov

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

Policy adopted: April 10, 2007

revised: July 10, 2018

# Sierra County/Sierra-Plumas Joint USD Administrative Regulation

**Business and Noninstructional Operations** AR 3516

#### EMERGENCIES AND DISASTER PREPAREDNESS PLAN

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

- 1. Fire on or off school grounds which endangers students and staff (cf. 3516.1 Fire Drills and Fires)
- 2. Earthquake, flood, or other natural disasters (cf. 3516.3 Earthquake Emergency Procedure System)
- 3. Environmental hazards, such as leakages or spills of hazardous materials (cf. 3514 Environmental Safety); (cf. 3514.2 Integrated Pest Management)
- 4. Attack or disturbance, or threat of attack or disturbance, by an individual or group (cf. 3515.2 Disruptions); (cf. 3515.7 Firearms on School Grounds) (cf. 5131.4 Student Disturbances)
- 5. Bomb threat or actual detonation (cf. 3516.2 Bomb Threats)
- 6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
- 7. Medical emergencies and quarantines, such as a pandemic influenza outbreak (cf. 5141.22 Infectious Diseases)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

 Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities

(cf. 3513.3 - District Police/Security Department); (cf. 3515 - Campus Security) (cf. 3517 - Facilities Inspection); (cf. 3530 - Risk Management/Insurance)

- 2. Instruction for district staff and students regarding emergency plans, including:
  - a. Training of staff in first aid and cardiopulmonary resuscitation
  - b. Regular practice of emergency procedures by students and staff (cf. 4131 Staff Development); (cf. 4231 Staff Development) (cf. 4331 Staff Development)

- 3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
  - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
  - b. Individuals responsible for specific duties
  - c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
  - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
  - e. Assignment of responsibility for identification of injured persons and administration of first aid
- 4. Personal safety and security, including:
  - a. Identification of areas of responsibility for the supervision of students
  - Procedures for the evacuation of students and staff, including posting of evacuation routes
  - c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible (cf. 5141 Health Care and Emergencies); (cf. 5142 Safety)
  - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety (cf. 3543 Transportation Safety and Emergencies)
  - e. Provision of a first aid kit to each classroom
  - f. Arrangements for students and staff with special needs (cf. 4032 Reasonable Accommodation) (cf. 6159 Individualized Education Program) (cf. 6164.6 Identification and Education Under Section 504)
  - g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

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(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
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(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

- 5. Closure of schools, including an analysis of:
  - The impact on student learning and methods to ensure continuity of instruction
  - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

    (cf. 3516.5 Emergency Schedules)
- 6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
  - a. Identification of spokesperson(s) (cf. 1112 Media Relations)
  - b. Development and testing of communication platforms, such as hotlines, telephone trees, web sites, social media, and electronic notifications (cf. 1113 District and School Web Sites); (cf. 1114 District-Sponsored Social Media)
  - Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
  - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
- 7. Cooperation with other state and local agencies, including:
  - Development of guidelines for law enforcement involvement and intervention
  - Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease
    - (cf. 1400 Relations Between Other Governmental Agencies and the Schools)
- 8. Steps to be taken after the disaster or emergency, including:
  - a. Inspection of school facilities
  - b. Provision of mental health services for students and staff, as needed (cf. 6164.2 Guidance/Counseling Services)

SIERRA COUNTY OFFICE OF EDUCATION SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Regulation approved: April 10, 2007

revised: July 10, 2018

# Sierra County/Sierra-Plumas Joint USD Administrative Regulation

Fire Drills And Fires AR 3516.1

## **Business and Noninstructional Operations**

Fire Drills

The site administrator shall cause the fire alarm signal to be sounded at least once every month. (Education Code 32001)

The site administrator shall also hold fire drills at least once a month at the elementary level, four times every school year at the intermediate level, and not less than twice every school year at the secondary level. (Education Code 32001)

- 1. The site administrator shall notify staff as to the schedule for fire drills.
- 2. Whenever a fire drill is held, all students, teachers and other employees shall be directed to leave the building. (5 CCR 550)
- 3. Teachers shall ascertain that no student remains in the building.
- 4. Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
- 5. The site administrator or designee shall keep a record of each fire drill conducted and file a copy of this record with the office of the Superintendent or designee.

#### Fires

When a fire is discovered in any part of the school, the following actions shall be taken:

- 1. The site administrator or designee shall sound fire signals, unless the school and/or building is equipped with an automatic fire detection and alarm system. (Education Code 32001)
- 2. The site administrator or designee shall call 911.
- 3. All persons shall be directed to leave the building and shall proceed outside to designated assembly areas.
- 4. Staff shall give students clear direction and supervision and help maintain a calm and orderly response.
- 5. In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.
- 6. In outside assembly areas, the site administrator, designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff.

7. If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

(cf. 0450 - School Safety Plan) (cf. 3516 - Emergency and Disaster Preparedness Plan)

Legal Reference:
EDUCATION CODE
17074.50-17074.56 Automatic fire detection, alarm and sprinkler systems
32001 Uniform fire signals
32040 Duty to equip school with first aid kit (field trips)
CODE OF REGULATIONS, TITLE 5
550 Fire drills

Regulation SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT approved: April 10, 2007 Sierraville, California

PROHIBITED STUDENT CONDUCT AND CONSEQUENCES						
INCIDENT	Conduct Policy AR 5131 FIRST OFFENSE	SECOND OFFENSE				
I	Remove student	Remove student				
BEHAVIOR THAT ENDANGERS	Notify Parent	Parent/Student Conference				
STAFF AND/OR STUDENTS	Notify Superintendent for	Notify Superintendent for				
	Suspension Review	Expulsion Review				
	PowerSchool Log Entry	PowerSchool Log Entry				
	Recommend Counseling	Recommend Counseling				
	May Contact Sheriff	Refer to RTI				
	Refer to RTI	Refer to SARB				
	SARB Warning Letter	May Contact Sheriff				
II	Remove from classroom	Remove from Classroom				
BEHAVIOR THAT DISRUPTS THE	Student Conference	PowerSchool Log Entry				
ORDERLY CLASSROOM OR	Notify Parent	Parent/Student Conference				
SCHOOL ENVIRONMENT	PowerSchool Log Entry	May suspend 1 or More Days				
INCLUDING INSUBORDINATION	Refer to RTI	Revisit RTI Plan				
	May Suspend from Class	SARB Warning Letter				
III	Remove student	Remove Student				
HARASSMENT OF STUDENTS OR	Notify Parent	PowerSchool Log Entry				
STAFF, INCLUDING BULLYING,	PowerSchool Log Entry	Parent/Student Conference				
INTIMIDATION, HAZING, OR ANY	Student Conference	May suspend 1 or more days				
OTHER VERBAL, WRITTEN OR	May suspend 1 day	Revisit RTI Plan				
PHYSICAL CONDUCT THAT	Recommend Counseling	Recommend counseling				
CAUSES OR THREATENS TO	Refer to RTI	May notify Sheriff				
CAUSE BODILY HARM OR	May Notify Sheriff	May refer to SARB				
EMOTIONAL SUFFERING	SARB Warning Letter					
IV	PowerSchool Log Entry	PowerSchool Log Entry				
DAMAGE TO OR THEFT OF	Student Conference	Student Conference				
PROPERTY BELONGING TO THE	Notify Parent	Notify Parent				
DISTRICT, STAFF,	Replace or Repair Item or	Replace or Repair Item or				
OR STUDENTS	Provide Money for	Provide Money for				
	Replacement/Repair	Replacement/Repair				
	May Notify Sheriff	May Notify Sheriff				
		Refer to RTI				
V	PowerSchool Log Entry	PowerSchool Log Entry				
PROFANE, VULGAR, OR ABUSIVE	Detention - 1 day	Detention – 2 days				
LANGUAGE - WRITTEN OR	Other as needed	Other as needed				
SPOKEN						

VI PLAGIARISM OR DISHONESTY IN SCHOOL WORK OR ON TESTS  VII PowerSchool Log Entry VIII PowerSchool Log Entry Student Conference Offer Alternate Article(s) of Clothing Remove from Classes Until Clothing is Within Guidelines Assign Detention – 1 Day May Notify Parent May Notify Parent May Notify Parent Assign Detention – 1 Day May Notify Parent May Refer to Social Services Eventual SARB referral  IX PowerSchool Log Entry May Notify Parent May Notify Parent May Notify Parent May Notify Parent May Notify Parent May Notify Parent May Notify Sheriff May refer to Social Services Eventual SARB referral  IX PowerSchool Log Entry Notify Parent	INCIDENT	FIRST OFFENSE	SECOND OFFENSE	
IN SCHOOL WORK OR ON TESTS  VII  PowerSchool Log Entry Student Conference Offer Alternate Article(s) of Clothing Remove from Classes Until Clothing is Within Guidelines  VIII  May Notify Parent Assign Detention – 1 Day May Notify Parent May Notify Parent Assign Detention – 1 Day  May Notify Parent  IX  PowerSchool Log Entry May Notify Parent Assign Detention – 1 Day  May Notify Parent Detention – 1 Day De	VI	PowerSchool Log Entry	PowerSchool Log Entry	
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May Notify Sheriff			School	
			May Notify Sheriff	

INCIDENT	FIRST OFFENSE	SECOND OFFENSE	
XII	PowerSchool Log Entry	PowerSchool Log Entry	
POSSESSING, USING, OR	Notify Parent	Notify Parent	
SELLING ALCOHOL, OTHER	Student Conference	Student Conference	
DRUGS OR PARAPHERNALIA	Notify Sheriff	Notify Superintendent for	
	Refer to Counseling	Suspension Review	
	Refer to RTI	Notify Sheriff	
		Review Counseling	
XIII	PowerSchool Log Entry	PowerSchool Log Entry	
POSSESSING OR USING	Notify Parent	Notify Parent	
TOBACCO OR ANY TOBACCO	Student Conference	Student Conference	
OR NICOTINE PRODUCT	Notify Sheriff	Notify Sheriff	
	May refer to Counseling	Refer to Counseling	
	Refer to RTI	Revisit RTI Plan	
XIV	PowerSchool Log Entry	PowerSchool Log Entry	
POSSESSING WEAPONS OF	Notify Parent	Notify Parent	
ANY KIND	Student Conference	Student Conference	
	May Notify Sheriff	Notify Sheriff	
	Notify Superintendent for	Notify Superintendent for	
	Suspension/Expulsion Review	Expulsion Review	
	Refer to Counseling	Review Counseling	
	Refer to RTI	Review RTI Plan	
XV	Student Conference	Student Conference	
PUBLIC DISPLAYS OF	PowerSchool Log Entry	PowerSchool Log Entry	
AFFECTION	Notify Parent	Notify Parent	
	May Assign Detention	Refer to Counseling	
XVI	Double Detentions Assigned for	Double Detentions Assigned	
FAILURE TO SERVE	Each Missed Detention	for Each Missed Detention	
DETENTION(S)		SARB Warning Letter	
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# Unresolved behavior at school may result in a referral to the School Attendance Review Board.

KEY: RTI Response to Intervention

SARB Student Attendance Review Board SAP Student Assistance Program

Approved: April 10, 2007 Sierra County Office of Education Revised: November 18, 2008 Sierra-Plumas Joint Unified School District Revised: September 8, 2009 Sierraville, California

Revised: December 14, 2010 Revised: April 10, 2012

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

#### **Students**

#### Policy 5141.21: Administering Medication And Monitoring Health Conditions

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

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

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

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

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

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

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

## Administration of Medication by School Personnel

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

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

designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

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

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

Policy adopted: April 10, 2007

revised: April 13, 2010 revised: June 14, 2011 revised: May 8, 2012 revised: March 11, 2014 revised: February 14, 2017 revised: January 14, 2020 revised: November 14, 2023

revised: May 14, 2024

# Sierra County/Sierra-Plumas Joint USD Board Policy

**Students** BP 5144.1

#### SUSPENSION AND EXPULSION/DUE PROCESS

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and wellbeing, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct) (cf. 5131.1 - Bus Conduct) (cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

- 1. While on school grounds
- 2. While going to or coming from school
- 3. During the lunch period, whether on or off the school campus (cf. 5112.5 Open/Closed Campus)
- 4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies. (cf. 0410 - Nondiscrimination in District Programs and Activities)

#### **Appropriate Use of Suspension Authority**

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)

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(cf. 5144 - Discipline)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
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A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

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(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
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#### **Authority to Expel**

A student may be expelled <u>only</u> by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

- 1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (cf. 5131.7 Weapons and Dangerous Instruments)
- 2. Selling or otherwise furnishing a firearm
- 3. Brandishing a knife at another person
- 4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
- 5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
- 6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

(cf. 5148.3 - Preschool/Early Childhood Education)

#### **Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

## **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE
212.5 Sexual harassment

- 233 Hate violence
- 1981-1981.5 Enrollment of students in community school
- 8239.1 Prohibition against expulsion of preschool student
- 17292.5 Program for expelled students
- 32261 Interagency School Safety Demonstration Act of 1985
- 35145 Open board meetings
- 35146 Closed sessions (regarding suspensions)
- 35291 Rules (for government and discipline of schools)
- 35291.5 Rules and procedures on school discipline
- 48645.5 Readmission; contact with juvenile justice system
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#### CIVIL CODE

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#### WELFARE AND INSTITUTIONS CODE

729.6 Counseling

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921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

**COURT DECISIONS** 

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education

and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

#### ATTORNEY GENERAL OPINIONS

84 Ops. Cal. Atty. Gen. 146 (2001)

80 Ops. Cal. Atty. Gen. 348 (1997)

80 <u>Ops.Cal.Atty.Gen</u>. 91 (1997)

80 Ops. Cal. Atty. Gen. 85 (1997)

#### Management Resources:

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

<u>Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline</u>, January 2014 WEB SITES

CSBA: http://www.csba.org

California Attorney General's Office: http://www.oag.ca.gov California Department of Education: http://www.cde.ca.gov

U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/docs/crdc-

2012-data-summary.pdf

U.S. Department of Education, Office of Safe and Healthy Students:

http://www2.ed.gov/about/offices/list/oese/oshs

#### SIERRA COUNTY OFFICE OF EDUCATION

#### SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy adopted: April 10, 2007

revised: August 9, 2011 revised: June 12, 2012 revised: April 9, 2013 revised: June 18, 2014 revised: March 10, 2015 revised: February 13, 2018

revised: November 13, 2018

revised: June 23, 2020

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

#### **Students**

### Policy 5145.3: Nondiscrimination/Harassment

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non- discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

#### Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

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

Policy adopted: April 10, 2007 revised: September 11, 2012

revised: June 19, 2013 revised: March 11, 2014 revised: December 9, 2014 revised: October 11, 2016 revised: September 11, 2018 revised: August 11, 2020 revised: December 12, 2023

#### **Civil Defense and Disaster Preparedness Plans**

#### California Administrative Code, Title V

Section 560, Division 1, Chapter 2, Subchapter 3, Article 2

#### 560. CIVIL DEFENSE AND DISASTER PREPAREDNESS PLANS.

The governing board shall:

(a) Adopt a written policy guideline for use by schools of the district in formulating individual civil defense and disaster preparedness plans.

The policy guideline shall meet the criteria established in that part of the *Civil Defense* and *Disaster Planning Guide for School Officials entitled "Essential Characteristics of the School Planning Guide:* published by the State Department of Education, and shall be subject to approval by the county superintendent of schools. The policy guideline shall be reviewed at least annually and revised as needed. Plans and revisions may be subject to review and approval by the State Department of Education.

- (b) Require the site administrator of each school in the district to formulate and submit to the district superintendent for approval a civil defense and disaster preparedness plan for that school. Each school plan shall satisfy the governing Board's policy guideline, coordinate with the appropriate local government plan, be reviewed at least annually and be kept current.
- (c) Require each school to test its plan (other than fire drills) or each portion thereof on a rotating basis at least two times during the school year and keep a record of such tests. The record shall be maintained in a manner determined by the governing board, and available to the Department of Education upon request.

# **Earthquake Emergency Procedures**

Earthquake Emergency Procedures [35295 - 35297]

#### 35295.

The Legislature finds and declares the following:

- (a) Because of the generally acknowledged fact that California will experience moderate to severe earthquakes in the foreseeable future, increased efforts to reduce earthquake hazards should be encouraged and supported.
- (b) In order to minimize loss of life and disruption, it is necessary for all private elementary schools and high schools to develop school disaster plans and specifically an earthquake emergency procedure system so that pupils and staff will act instinctively and correctly when an earthquake disaster strikes.
- (c) It is therefore the intent of the Legislature in enacting this article to authorize the establishment of earthquake emergency procedure systems in kindergarten and grades 1 through 12 in all private schools in California.

(Amended by Stats. 2004, Ch. 895, Sec. 3. Effective January 1, 2005.)

#### 35296.

The governing board of each private school shall establish an earthquake emergency procedure system in every private school building under its jurisdiction having an occupant capacity of 50 or more pupils or more than one classroom. A governing board may work with the Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency procedure systems.

(Amended by Stats. 2013, Ch. 352, Sec. 71. Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)

#### 35297.

The earthquake emergency procedure system shall include, but not be limited to, all of the following:

- (a) A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staffs.
- (b) A drop procedure. As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.
- (c) Protective measures to be taken before, during, and following an earthquake.
- (d) A program to ensure that the students and that both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system. (Amended by Stats. 1988, Ch. 448, Sec. 1.)

## **EDUCATION CODE §32282 SCHOOL SAFETY PLANS**

#### *32282.*

(a) The comprehensive school safety plan shall include, but not be limited to, both of the following:

- (1) Assessing the current status of school crime committed on school campuses and at school-related functions.
- (2) Identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, which shall include the development of all of the following:
- (A) Child abuse reporting procedures consistent with Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code.
- (B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.). The disaster procedures shall also include, but not be limited to, both of the following:
- (i) Establishing an earthquake emergency procedure system in every public school building having an occupant capacity of 50 or more pupils or more than one classroom. A school district or county office of education may work with the Office of Emergency Services and the Alfred E. Alquist Seismic Safety Commission to develop and establish the earthquake emergency procedure system. The system shall include, but not be limited to, all of the following:
- (I) A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of pupils and staff.
- (II) A drop procedure whereby each pupil and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.
- (III) Protective measures to be taken before, during, and following an earthquake.
- (IV) A program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
- (ii) Establishing a procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The school district or county office of education shall cooperate with the public agency in furnishing and maintaining the services as the school district or county office of education may deem necessary to meet the needs of the community.
- (C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations pursuant to Article 1 (commencing with Section 48900) of Chapter 6 of Part 27 of Division 4 of Title 2.
- (D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079.
- (E) A discrimination and harassment policy consistent with the prohibition against discrimination contained in Chapter 2 (commencing with Section 200) of Part 1.
- (F) The provisions of any schoolwide dress code, pursuant to Section 35183, that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code. For those purposes, the comprehensive school safety plan shall define "gang-related apparel." The definition shall be limited to apparel that, if worn or displayed on a school campus, reasonably could be determined to threaten the health and safety of the school environment. A schoolwide dress code established pursuant to this section and Section 35183 shall be enforced on the school campus and at any school-sponsored activity by the principal of the school or the person designated by the principal. For purposes of this paragraph, "gang-related apparel" shall not be considered a protected form of speech pursuant to Section 48950.
- (G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
- (H) A safe and orderly environment conducive to learning at the school.
- (I) The rules and procedures on school discipline adopted pursuant to Sections 35291 and 35291.5.
- (b) It is the intent of the Legislature that schools develop comprehensive school safety plans using existing resources, including the materials and services of the partnership, pursuant to this chapter. It is also the intent of the Legislature that schools use the handbook developed and distributed by the School/Law Enforcement Partnership Program entitled "Safe Schools: A Planning Guide for Action" in conjunction with developing their plan for school safety.

- (c) Each school site council or school safety planning committee, in developing and updating a comprehensive school safety plan, shall, where practical, consult, cooperate, and coordinate with other school site councils or school safety planning committees.
- (d) The comprehensive school safety plan may be evaluated and amended, as needed, by the school safety planning committee, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented. An updated file of all safety-related plans and materials shall be readily available for inspection by the public.
- (e) As comprehensive school safety plans are reviewed and updated, the Legislature encourages all plans, to the extent that resources are available, to include policies and procedures aimed at the prevention of bullying.
- (f) The comprehensive school safety plan, as written and updated by the schoolsite council or school safety planning committee, shall be submitted for approval pursuant to subdivision (a) of Section 32288.

(Amended by Stats. 2015, Ch. 303, Sec. 68. Effective January 1, 2016.)

# Use of School Property Civil Center Act

Education Code 38131.

#### ARTICLE 2. Use of School Property [38130 - 38139]

- (a) There is a civic center at each and every public school facility and grounds within the state where the citizens, parent teacher associations, Camp Fire girls, Boy Scout troops, veterans' organizations, farmers' organizations, school-community advisory councils, senior citizens' organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts may engage in supervised recreational activities, and where they may meet and discuss, from time to time, as they may desire, any subjects and questions that in their judgment pertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside. For purposes of this section, "veterans' organizations" are those groups included within the definition of that term as specified in subdivision (a) of Section 1800 of the Military and Veterans Code.
- (b) The governing board of any school district may grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements, and restrictions set forth in this article, for any of the following purposes:
- (1) Public, literary, scientific, recreational, educational, or public agency meetings.
- (2) The discussion of matters of general or public interest.
- (3) The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services, provided the governing board charges the church or religious organization using the school facilities or grounds a fee as specified in subdivision (d) of Section 38134.
- (4) Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
- (5) The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
- (6) Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
- (7) A community youth center.

- (8) A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization.
- (9) Other purposes deemed appropriate by the governing board.

(Amended by Stats. 2006, Ch. 205, Sec. 2. Effective January 1, 2007.)

#### Penal Code § 627

All public schools are required by California Penal Code Title 15, Chapter 1.1 § 627, to post signs at points of entry to their campuses or buildings from streets and parking lots.

- 627.2. No outsider shall enter or remain on school grounds during school hours without having registered with the site administrator or designee, except to proceed expeditiously to the office of the site administrator or designee for the purpose of registering. If signs posted in accordance with Section 627.6 restrict the entrance or route that outsiders may use to reach the office of the site administrator or designee, an outsider shall comply with such signs.
- 627.6. At each entrance to the school grounds of every public school at which this chapter is in force, signs shall be posted specifying the hours during which registration is required pursuant to Section 627.2, stating where the office of the site administrator or designee is located and what route to take to that office, and setting forth the applicable requirements of Section 627.2 and the penalties for violation of this chapter.
- 627.7. (a) It is a misdemeanor punishable by imprisonment in the county jail not to exceed six months, or by a fine not to exceed five hundred dollars (\$500), or by both, for an outsider to fail or refuse to leave the school grounds promptly after the site administrator, designee, or school security officer has requested the outsider to leave or to fail to remain off the school grounds for 7 days after being requested to leave, if the outsider does any of the following:
  - (1) Enters or remains on school grounds without having registered as required by Section 627.2.
- (2) Enters or remains on school grounds after having been denied registration pursuant to subdivision (a) of Section 627.4.
- (3) Enters or remains on school grounds after having registration revoked pursuant to subdivision (b) of Section 627.4.
- (b) The provisions of this section shall not be utilized to impinge upon the lawful exercise of constitutionally protected rights of freedom of speech or assembly.
- (c) When a person is directed to leave pursuant to subdivision (a), the person directing him or her to leave shall inform the person that if he or she reenters the place within 7 days he or she will be guilty of a crime.
- 627.8. Every outsider who willfully and knowingly violates this chapter after having been previously convicted of a violation of this chapter committed within seven years of the date of two or more prior violations that resulted in conviction, shall be punished by imprisonment in the county jail for not less than 10 days nor more than six months, or by both such imprisonment and a fine not exceeding five hundred dollars (\$500)

# Section VIII – Standard Emergency Management System

The Sierra-Plumas Joint Unified School District utilizes the National Incident Management System, Incident Command System and the Standardized Emergency Management System in alignment with the County of Sierra, California.

The five key elements utilized are as follows:

- Management/Incident Command: Responsible for overall policy and coordination
- 2. **Planning/Intelligence:** Responsible for collecting, evaluating, and disseminating information; developing the action plan in coordination with other functions; and maintaining documentation
- 3. **Operations:** Responsible for coordinating all operations (carrying on the mission of the organization)
- 4. **Logistics:** Responsible for providing facilities, services, personnel, equipment and materials
- 5. **Finance/Administration:** Responsible for financial activities and administrative aspects not assigned to other functions

## CSBA POLICY GUIDE SHEET – September 10, 2024 First Reading

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 0410 - Nondiscrimination in District Programs and Activities**

Policy updated to reflect **NEW FEDERAL REGULATIONS** (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect **NEW LAW** (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to reflect **NEW FEDERAL REGULATIONS** (89 Fed. Reg. 31320) which include specified technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities.

#### **Board Policy 1312.3 - Uniform Complaint Procedures**

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (2) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Additionally, policy updated to reflect NEW LAW (SB 153, 2024) which prohibits the Governing Board from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination in accordance with specified state law. In addition, policy updated to clarify that the uniform complaint procedures should not be used to investigate and resolve employment discrimination complaints, and reflect NEW LAW (AB 714, 2023) which exempts "newcomer students" from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program.

#### **Board Policy 4030 - Nondiscrimination in Employment**

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect NEW LAW (SB 700, 2023) which prohibits the district from discriminating against an employee in termination, or any term or condition of employment, or otherwise penalizing a person, based on the person's use of cannabis when off the job or away from the workplace. In addition, policy updated to move material related to sex discrimination to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment in order to keep material related to sex discrimination and sex-based harassment together. Policy also updated to provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual.

#### **Board Policy 4033 - Lactation Accommodation**

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified, (2) provide that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery, and (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect the Providing Urgent Maternal Protections (PUMP) for Nursing Mother Act which (1) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified, and (2) authorizes an employee to file a complaint with the Wage and Hour Division of the U.S. Department of Labor for violation of such act. In addition, policy updated to reflect the Pregnant Workers Fairness Act which (1) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation, as specified, and (2) authorizes an employee to file a complaint with the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the act.

#### Board Policy 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member, from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. In addition, policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) require districts to provide a notice of nondiscrimination on the basis of sex, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, and (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment.

#### **Board Policy 5145.3 - Nondiscrimination/Harassment**

Policy updated to reflect **NEW FEDERAL REGULATIONS** (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, and (2) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. Additionally, policy updated to reflect **NEW LAW (AB 1165, 2023)** which encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator.

#### Board Policy 5145.7 - Sex Discrimination and Sex-Based Harassment

Policy updated to include material related to sex discrimination, in addition to sex-based harassment. Additionally, policy updated to reflect **NEW FEDERAL REGULATIONS** (89 Fed. Reg. 33474) which (1) clarify that discrimination on the basis of sex, including sex-based harassment, for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status, (2) require employees with knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in a district education program or activity to notify the Title IX

Coordinator, (3) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct, (4) require the Title IX Coordinator to offer and coordinate supportive measures when notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment (5) require specified training related to sex discrimination for all district employees, as well as additional training for investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; facilitators of an informal resolution process; and the Title IX Coordinator(s) and designees, and (6) require specified records to be maintained for seven years. In addition, policy updated to reflect NEW LAW (AB 1955, 2024) which prohibits a district, including a Governing Board member from retaliating or otherwise taking adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in certain Education Code provisions, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law. Policy also updated to (1) provide that employees are required to report incidents of prohibited discrimination within one workday, which may be modified to reflect the district's timeline, in order to maintain consistency of such reporting requirements across the policy manual, and (2) delete material related to requirements for posting and publishing the district's sexual harassment policy which are located in Administrative Regulation 5145.3 – Nondiscrimination/Harassment, and the accompanying administrative regulation by reference.

#### **Board Policy 5146 - Married/Pregnant/Parenting Students**

Policy updated to reflect NEW FEDERAL REGULATIONS (89 Fed. Reg. 33474) which (1) provide that a student's current, potential, or past pregnancy, childbirth, termination of pregnancy or lactation, and related medical conditions and recovery, as well as a student's current, potential, or past parental, family, or marital status are protected from discrimination pursuant to Title IX and its implementing regulations, (2) require an employee, when a student or a person who has a legal right to act on behalf of a student informs any employee of the student's pregnancy or related conditions, to provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity, (3) require the district to provide the district's notice of nondiscrimination on the basis of sex and take specified actions once notified of a student's pregnancy or related conditions, (4) prohibit the district from requiring a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is (a) necessary for participation in the class, program, or extracurricular activity, (b) the district requires such certification of all participating students, and (c) the information obtained is not used as a basis for sex discrimination, (5) require the district to allow a student who is pregnant or who has related conditions to voluntarily take a leave of absence to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider, and, if the district has a leave policy that allows for a greater period of time than the medically necessary period and the student qualifies for leave under such policy, to permit the student to take leave under that policy, (6) require the district to reinstate a student who has returned to school after taking parental leave to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began, (7) require the district to provide reasonable accommodations for students who are pregnant or parenting, or have related conditions, as specified, (8) require the district to provide a student who is lactating with access to a lactation space, as specified, and (9) require a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct.

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

### <u>Philosophy, Goals, Objectives and Comprehensive Plans</u> Policy 0410: Nondiscrimination In District Programs And Activities

CSBA NOTE: Education Code 234.1 mandates districts to adopt policy as well as a process to ensure that district programs and activities are free from unlawful discrimination. Education Code 234.1 requires that the district's nondiscrimination policy include a statement that the policy applies to all acts related to a school activity or school attendance and, as amended by AB 1078 (Ch. 229, Statutes of 2023), to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district. Education Code 234.1, as amended by AB 1078, contains similar language regarding the County Board of Education and the County Superintendent of Schools.

In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on race or ethnicity, nationality, immigration status, sex, sexual orientation, gender, gender identity, gender expression, religion, disability, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Education Code 260 prohibits discrimination based on age. Government Code 11135 prohibits discrimination based on many of the foregoing characteristics and on an individual's genetic information and medical condition. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688; 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474) prohibits discrimination on the basis of sex, including sex stereotypes; sex characteristics; gender; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 -Nondiscrimination/Harassment and BP/AR 5145.7 - Sex Discrimination and Sex-Based Harassment, and for language regarding Title IX complaint procedures, see AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Education Code 260 and 5 CCR 4900-4965 require the Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights (OCR) of the U.S. Department of Education (USDOE), and the California Department of Education (CDE) may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4670.

OCR's May 2024 Dear Colleague Letter, "Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics," which expands and clarifies USDOE's 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools," provides that Title VI's protections from race, color, and national origin discrimination extends to students who experience discrimination based on actual or perceived (1) shared ancestry or ethnic characteristics, or (2) citizenship or residency in a country with a dominant religion or distinct religious identity.

While Title VI does not protect individuals based solely on religious discrimination, it does apply to antisemitism and other forms of discrimination when based on shared ancestry or ethnic characteristics. The guidance includes clarifying examples regarding existing legal requirements under Title VI.

Additionally, OCR's November 2023 Dear Colleague Letter, "Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics," states that all students, including students who are or are perceived to be Jewish, Israeli, Muslim, Arab, or Palestinian, as well as students who come from, or are perceived to come from, all regions of the world, are

entitled to a school environment free from discrimination based on race, color, or national origin. The Dear Colleague Letter provides that Title VI also protects students from discrimination which is based on (1) actual or perceived citizenship or residency in a country with a dominant religion or distinct religious identity, including Jewish, Muslim, Sikh, Hindu, Christian, and Buddhist students, when the discrimination involves racial, ethnic, or ancestral slurs or stereotypes, (2) a student's skin color, physical features, or style of dress that reflects both ethnic and religious traditions, and (3) where a student came from or is perceived to have come from. Discrimination based on a student's foreign accent, foreign name, or a student speaking a foreign language may also violate Title VI's prohibitions against discrimination.

OCR's August 2023 Dear Colleague Letter, "Race and School Programming," states that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race. OCR's guidance also provides that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme.

Additionally, OCR's May 2023 Dear Colleague Letter, "Resource on Confronting Racial Discrimination in Student Discipline," published in conjunction with the U.S. Department of Justice (DOJ), states that a district's responsibility not to discriminate against students applies to any of its programs or activities, whether directly or through contractual or other arrangements.

In addition to the prohibitions to discrimination described above, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, reproductive health decisionmaking, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression.

For policy language regarding Title IX complaint procedures for employees, see AR 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for language addressing protections against discrimination as they relate to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment and BP 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment, and as they relate to volunteers, see BP 1240 - Volunteer Assistance.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race5 colo5 ancestry5 nationality5 national origin5 immigration status5 ethnic group identification5 ethnicity5 age5 religion, marital status5 pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status5 reproductive health decisionmaking5 physical or mental disability5 medical condition5 sex5 sex stereotypes; sex characteristics; sexual orientation5 gender5 gender identity5 gender expression5 veteran or military status5 or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: Education Code 234.7 mandates that districts adopt policy consistent with the California Attorney General's model policy contained in the Office of the Attorney General's publication, "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues." That model policy includes statements regarding the equitable provision of services and a prohibition against the use of school resources or data for creating a registry based on specific characteristics. In

addition, Government Code 8310.3 prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry. For more information regarding this mandate and appropriate responses to citizenship and immigration concerns, see BP/AR 5145.13 - Response to Immigration Enforcement.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.any of the categories identified above.

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives. Any Board action to ban or censor a textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction on any of the bases described above may constitute unlawful discrimination under Education Code 220. In addition, pursuant to Education Code 244, as added by SB 153 (Ch. 38, Statutes of 2024), the Board is prohibited from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220.

Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum. For more information regarding instructional materials adoption see BP/AR/E(1) 6161.1 - Selection and Evaluation of Instructional materials, CSBA's publication, "Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities," and corresponding Fact Sheet and Reference, and the California Attorney General's, "Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books."

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

CSBA NOTE: Education Code 221.2-221.3, the California Racial Mascot Act, declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

CSBA NOTE: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex- segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of the student's gender as listed on the student's educational records.

Additionally, Title IX, 34 CFR 106.31, as amended by 89 Fed. Reg. 33474, provides that a district (1) may not exclude a student from participation in, deny a student the benefits of, or otherwise subject a student to discrimination on the basis of sex in any education program or activity, (2) that in the limited circumstances in which different treatment or separation on the basis of sex is permitted, a district may not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a student to more than de minimis harm, and (3) that preventing a student from participating in an education program or activity consistent with the student's gender identity would subject the student to more than de minimis harm on the basis of sex. In commentary accompanying the Final Rule, USDOE clarifies that Title IX protects students from sex discrimination, including sex-based harassment, when they access sex-separate facilities. This protection applies with equal force to all students, including transgender and nonbinary students, requiring districts to provide access to sex-separate facilities, including bathrooms, in a manner that does not cause more than de minimis harm. USDOE intends to issue a separate final rule to address Title IX's application to sex-separate athletic teams which is governed by 34 CFR 106.41, rather than 34 CFR 106.31 as described above. See BP/AR 5145.7 -Sex-Discrimination and Sex-Based Harassment.

For further information, see CSBA's, "Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools," and CSBA's Recently Asked Questions, "Parental and Student Rights in Relation to Transgender and Gender Nonconforming Students."

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, or Education Code 244, as added by SB 153, related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, as described above, may be brought under the district's uniform complaint procedures (UCP) or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a

complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in BP/AR 1312.3 - Uniform Complaint Procedures, for students, and AR 4030 - Nondiscrimination in Employment, for employees, it is unclear whether districts would additionally be required to follow the procedures specified in BP/AR 1312.3 - Uniform Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and AR 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.

AllExcept for allegations of sex discrimination or sex-based harassment, allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees. Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.

CSBA NOTE: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.8, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability or sex in its education programs or activities. In addition, Education Code 221.61 requires districts to post specified information relating to Title IX on their websites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

CSBA NOTE: Education Code 234.7 requires the following notification. Information about the educational rights of all students is contained in the appendix of the Office of the Attorney General's publication, "Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues."

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

CSBA NOTE: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

#### Access for Individuals with Disabilities

CSBA NOTE: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the DOJ.

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

CSBA NOTE: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them. The requirement to provide services and aids extends to qualified individuals with speech, hearing, or vision disabilities who participate in Medi-Cal, and, in accordance with the Department of Health Care Services Policy and Procedure Letters No. 21-017R and No. 23-004, districts are required to have a plan to meet these alternative format requirements; see AR 5141.6 - School Health Services.

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). The district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available. Additionally, Government Code 54953 requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.

OCR has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district websites be accessible to individuals with disabilities. In April 2024, the DOJ published updated regulations which include specific technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities by April 26, 2027. For more information on website accessibility, see OCR's June 2010 and May 2011 Dear Colleague Letters, DOJ's April 2024, "Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments," and BP 1113 - District and School Websites.

The Superintendent or designee shall ensure that the district provides district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, programdistrict services, programs, or activityactivities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services.

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

CSBA NOTE: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's UCP procedures. The following paragraph, which identifies the person or position identified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent PO Box 955, 109 Beckwith Road Loyalton CA 96118 530-993-1660 schoolinfo@spjusd.org

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

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revised: ??, 2024

#### **Community Relations**

### **Policy 1312.3: Uniform Complaint Procedures**

CSBA NOTE: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Additionally, Education Code 52075 mandates districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan, and Education Code 8212 mandates districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, districts are mandated pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are mandated pursuant to 34 CFR 110.25 to adopt policies and procedures to address discrimination on the basis of age. The following policy contains a list of programs and activities subject to these procedures pursuant to state law; see the section "Complaints Subject to UCP", below.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1 and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces federal anti-discrimination laws, including Title II of the Americans with Disabilities Act (42 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). Pursuant to 34 CFR 106.1-106.82, as amended by the 89 Fed. Reg. 33474, districts are required to follow the Title IX grievance procedures when investigating and resolving Title IX sex discrimination complaints based on conduct that occurred on or after August 1, 2024. See BP/AR 5145.7 - Sex Discrimination and Sex-Based Harassment and AR/E(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. As such a complaint may also fall within the scope of the UCP, it is unclear whether districts would additionally be required to follow the UCP. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the UCP for this purpose.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

#### Complaints Subject to UCP

CSBA NOTE: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. According to CDE, the district's policy must list all such programs and activities and, at the district's discretion, may add a paragraph below the list stating the UCP programs and activities that are implemented in the district.

For further information regarding requirements for the following programs and activities, see the law cited and/or related CSBA policy and/or administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

- 1. Accommodations for pregnant and parenting students (Education Code 46015)
- 2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
- 3. After School Education and Safety programs (Education Code 8482-8484.65)
- 4. Agricultural career technical education (Education Code 52460-52462)
- 5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
- 6. Child care and development programs (Education Code 8200-8488)
- 7. Compensatory education (Education Code 54400)
- 8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
- 9. Course periods without educational content (Education Code 51228.1-51228.3)

CSBA NOTE: As noted above, it is unclear whether districts are required to follow the UCP in addition to the Title IX grievance procedures when investigating and resolving a Title IX sex discrimination complaint based on conduct that occurred on or after August 1, 2024. As a result, Item #10 below does not list discrimination, harassment, intimidation, or bullying in district programs and activities based on sex. It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to including discrimination, harassment, intimidation, or bullying in district programs and activities based on sex in Item #10. See Item #3 in the Non-UCP Complaint section.

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

CSBA NOTE: Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Governing Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives. Any Board action to ban or censor a textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction on any of the bases described above may also constitute unlawful discrimination under Education Code 220. In addition, pursuant to Education Code 244, as added by SB 153 (Ch. 38, Statutes of 2024), the Board is prohibited from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220. Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, or Education Code 244, as added by SB 153, may be brought under the district's UCP or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. For more information regarding complaints concerning instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials and AR 1312.4 - Williams Uniform Complaint Procedures.

Education Code 242, as added by AB 1078, requires CDE to develop, by July 1, 2025, guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum.

For more information regarding instructional materials adoption, see BP/AR/E(1) 6161.1 - Selection and Evaluation of Instructional materials, CSBA's publication, "Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities," and corresponding Fact Sheet and Reference, and the California Attorney General's, "Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books."

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

CSBA NOTE: Pursuant to Education Code 51225.1 and 51225.2, as amended by AB 714 (Ch. 342, Statutes of 2023), exemptions from district adopted graduation requirements, transfer of coursework and credit requirements, and specified consultation and notice requirements, formerly applicable to students in the third or fourth year of high school participating in a newcomer program, are applicable to "newcomer students," as defined in Education Code 51225.2, who are in the third or fourth year of high school.

- 11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and students participating in a newcomer programstudents (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
- 12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)
- 13. Local control and accountability plan (Education Code 52075)
- 14. Migrant education (Education Code 54440-54445
- 15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
- 16. Student fees (Education Code 49010-49013)
- 17. Reasonable accommodations to a lactating student (Education Code 222)
- 18. Regional occupational centers and programs (Education Code 52300-52334.7)
- 19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
- 20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
- 21. State preschool programs (Education Code 8207-8225)

CSBA NOTE: Pursuant to Education Code 8212, and CDE's 2023-24 FPM instrument, which is subject to change as the 2024-25 FPM instrument has not yet been released, the district must use the UCP, with modifications as necessary, to resolve complaints alleging deficiencies related to health and safety issues in license-exempt CSPPs. Pursuant to 5 CCR 4610, such complaints must be addressed through the procedures described in 5 CCR 4690-4694. See the section "Health and Safety Complaints in License-Exempt Preschool Programs" in the accompanying administrative regulations.

22. State preschool health and safety issues in license-exempt programs (Education Code 8212)

CSBA NOTE: 5 CCR 4621 mandates that district policy ensure that complainants are protected from retaliation as specified in item #23 below.

- 23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
- 24. Any other state or federal educational program the SPI or designee deems appropriate

CSBA NOTE: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances, face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it.

The following optional paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with federal, state, and federal local laws and regulations.

CSBA NOTE: The following paragraph is mandated pursuant to 5 CCR 4621. Since appropriate disclosure will vary in each case depending on the facts and circumstances, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

CSBA NOTE: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

#### Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

- 1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency- (5 CCR 4611)
- 2. Any complaint alleging health and safety violations by a child development program shall, for

CSBA NOTE: 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that discrimination on the basis of sex for the purpose of Title IX includes discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. While the phrases "gender" and "gender expression" are not explicitly included, they are implied by the definitions of those terms that are explicitly included.

- 3. Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment, as defined in 34 CFR 106.302
  - 3. <u>Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 Title IX <u>SexualSex Discrimination and Sex-Based</u> Harassment Complaint Procedures.\_
    (34 CFR 106.2, 106.10, 106.11, 106.44)</u>

Any

CSBA NOTE: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Civil Rights Department.

However, pursuant to 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, districts are required to follow the Title IX grievance procedures when investigating and resolving employment complaints alleging sex discrimination based on conduct that occurred on or after August 1, 2024. See BP/AR 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment and AR/E(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. As such a complaint may also fall within the process specified in AR 4030 - Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the complaint procedures specified in AR 4030 - Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the procedures specified in AR 4030 - Nondiscrimination in Employment for this purpose. See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

4. Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department- Employment complaints alleging sex discrimination, including sex-based harassment, shall be

Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

CSBA NOTE: 5 CCR 4610 limits the applicability of the UCP for complaints regarding special education and child nutrition, as provided in Items #5-7 below.

- 5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 Procedural Safeguards and Complaints for Special Education (5 CCR 3200-3205)
- 6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of

- cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 Nutrition Program Compliance. (5 CCR 15580-15584)
- 7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 Nutrition Program Compliance. (5 CCR 15582)

CSBA NOTE: Education Code 35186 requires the district to use UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints").

Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

4.8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

# SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Policy adopted: April 10, 2007

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

Personnel (All Staff)

**Policy 4030: Nondiscrimination In Employment** 

CSBA NOTE: The following Board policy and accompanying administrative regulation are mandated pursuant to 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, reproductive health decision-making, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

Additionally, protections are available under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), the Pregnant Workers Fairness Act (42 USC 2000gg-2000gg-6), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

The U.S. Equal Employment Opportunity Commission's (EEOC) April 2024, "Enforcement Guidance on Harassment in the Workplace," provides for components of an effective anti-harassment policy, including that the policy (1) defines what conduct is prohibited, (2) is widely disseminated, (3) is comprehensible to employees, (4) requires supervisors to report harassment when they are aware of it, (5) offers multiple avenues for reporting harassment, enabling employees to contact someone other than their harasser, (6) clearly identifies who complaints can be made to, including contact information, and (7) explains the complaint process, including anti-retaliation and confidentiality protections.

For policy addressing sex discrimination and sex-based harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment, and for language regarding Title IX sex discrimination, including sex-based harassment, complaint procedures, see AR/E(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

CSBA NOTE: 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that discrimination on the basis of sex for the purpose of Title IX includes sex stereotypes; sex characteristics; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race; color; ancestry; national origin; age; religious creed; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status, pregnancy; physical or mental disability; medical condition; genetic information; veteran or military status; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: Government Code 12940 includes reproductive health decision-making as a characteristic for which employment discrimination is prohibited. Pursuant to Government Code 12926(y) "reproductive health decision- making" includes a person's decision to use or access a particular drug, device, product, or medical service for reproductive health.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision-making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

CSBA NOTE: 2 CCR 11028 prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that such inquiry is necessary to comply with federal immigration law. Districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district such inquiry is required to do so in ordernecessary to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), the district may not discriminate against an employee in termination, or any term or condition of employment, or otherwise penalize a person, based on the person's use of cannabis when off the job or away from the workplace. 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 also 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. Districts with questions about employee cannabis use or screening should consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BP 4111 - Recruitment and Selection, AR 4112.5 - Criminal Record Check, BP/AR 4118 - Dismissal/Suspension/Disciplinary Action, and BP/AR 4218 - Dismissal/Suspension/Disciplinary Action.

Unless otherwise provided for in law, the district may not discriminate against an employee, including an applicant for employment, in any term or condition of employment, or otherwise penalize a person, including termination, based on the person's use of cannabis off the job and away from the workplace, or on a drug screening which finds that the person has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. 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: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940.

Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception. Labor Code 1197.5, as amended by SB 497 (Ch. 612, Statutes of 2023), creates a rebuttable presumption in favor of the employee's claim if a district retaliates against an employee within 90 days of the specified protected activity.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

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

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. Also see BP 4118 - Dismissal/Suspension/Disciplinary Action, 4218 - Dismissal/Suspension/Disciplinary Action, and BP 4119.1/4219.1/4319.1 - Civil and Legal Rights.

In Groff v. DeJoy, the U.S. Supreme Court held that Title VII's protections against religious discrimination require an employer who denies an employee's religious accommodation to show that the burden of granting the accommodation would result in substantial increased costs in relation to the conduct of its particular business.

EEOC's April 2024, "Enforcement Guidance on Harassment in the Workplace," notes that while Title VII requires districts to accommodate an employee's sincerely held religious belief, districts are also responsible for protecting employees against unlawful harassment, including harassment motivated by religion. EEOC's guidance suggests that in order to address the dual obligations under Title VII, a district should accommodate an employee's sincerely held religious practice, unless doing so would create a hostile work environment.

In May 2023, the U.S. Department of Education issued, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Schools," which includes the extent to which prayer in public schools is legally protected, constitutional principles that relate to religious expression in general, and requirements under federal and state laws relevant to prayer and religious expression. The guidance states that, "Nothing in the

First Amendment, however, converts the public schools into religion-free zones, or requires students, teachers, or other school officials to leave their private religious expression behind at the schoolhouse door." The guidance also states that employees may pray when they are not acting in their official capacity and the prayer does not result in any coercion of students.

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.

- 2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
- 3. Unwelcome conduct, whether verbal, physical, or visual, that is <u>offensive and</u> so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below lists some, but not all, specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. As the specific prohibitions are too numerous to list in policy, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise as to any specific claim.

- 4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
  - <u>a. Sex discrimination as specified in Board Policy and Administrative Regulation</u>
    <u>4119.11/4219.11/4319.11 Sex Discrimination and Sex-Based Harassment</u>
  - b. Religious creed discrimination based on an employee's religious belief or observance,

including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

- c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee
- e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision-making

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, the above prohibition applies not only to claims or complaints of sex-based harassment or sexual assault, but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in the accompanying administrative regulation, it is unclear whether districts would additionally be required to follow the procedures specified in the accompanying administrative regulation. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based

#### Harassment Complaint Procedures.

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation. However, complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that a district may be responsible for harassment of employees by nonemployees when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. See also BP/AR 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with nondiscrimination laws.

The following paragraph should be revised to reflect the district's timeline.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. within one workday. All other employees are encouraged to shall report such incidents to their supervisor immediately or designated district coordinator within one workday.

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation. Government Code 12950 and 2 CCR 11049 require districts to post, in prominent and accessible locations on district premises, posters developed by the California Civil Rights Department (CRD), formerly the Department of Fair Employment and Housing (DFEH), which are available on CRD's website. In addition, Executive Order 11246 requires contractors and subcontractors who hold a single federal contract or subcontract in excess of \$10,000, or who hold contracts or subcontracts with the federal government in any 12-month period that have a total value of more than \$10,000, to display EEOC's "Know Your Rights: Workplace Discrimination is Illegal" poster in conspicuous places available to employees and applicants for employment and representatives of each labor union with which the covered contractor or subcontractor has a collective bargaining agreement.

EEOC's April 2024, "Enforcement Guidance on Harassment in the Workplace," provides for components of effective training, including that it (1) explains the district's anti-harassment policy, complaint process, and confidentiality and anti-retaliation protections, (2) describes and provides examples of prohibited conduct under the policy, (3) provides information about employees' rights if they experience, observe, become aware of, or report prohibited conduct, (4) provides supervisors with information about how to prevent, identify, stop, report, and correct harassment, with clear instructions for addressing and reporting harassment, (5) is tailored to the workplace and workforce, (6) is provided on a regular basis to all employees, and (7) is provided in a clear and easily understood format.

For further information on prevention strategies, including posting requirements, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to

recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: Government Code 12946 makes it an unlawful employment practice for a district to fail to maintain certain records and files for employees, applicants, and terminated employees, as provided in the following paragraph.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated.- (Government Code 12946)

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

Regulation approved: April 10, 2007

revised: June 12, 2012 revised: May 14, 2013 revised: February 9, 2016 minor revision: June 14, 2016 revised: January 17, 2017

revised: May 14, 2019 revised: June 21, 2022 revised: April 4, 2023 revised: ??, 2024 Personnel (All Staff)

**Policy 4033: Lactation Accommodation** 

CSBA NOTE: Pursuant to Labor Code 1034, districts are mandated to develop policy regarding lactation accommodation with specified components, as provided below.

Both federal and state law require that employees be provided reasonable break time and an appropriate location to accommodate their desire to express breast milk for their infant children. Title IX (20 USC 1681-1688), and its implementing regulation 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, require districts to provide reasonable break time for employees to express breast milk or breastfeed, and to ensure that employees have access to a lactation space, as specified. Additionally, the Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act (29 USC 218d) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified. In addition, the Pregnant Workers Fairness Act (PWFA) (42 USC 2000gg-2000gg-6) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation. State law (Labor Code 1030-1034; Government Code 12925-12954) also applies to all district employees. Where provisions of the laws conflict, the statute providing greater protections for employees supersedes. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel if questions arise about the application of conflicting laws to a particular employee.

Government Code 12926 includes breastfeeding or medical conditions related to breastfeeding within the definition of "sex" for purposes of sex discrimination under the California Fair Employment and Housing Act. Additionally, 34 CFR 106.10, as amended by 89 Fed. Reg. 33474, provides that "sex" for purposes of sex discrimination under Title IX includes lactation and related medical conditions or recovery. In addition, Labor Code 1033 prohibits an employer from discharging, or in any manner discriminating or retaliating against, an employee for exercising or attempting to exercise any right related to lactation accommodation. Pursuant to Labor Code 1033, violation of Labor Code 1030-1034 may result in a citation from the Labor Commissioner and/or a civil penalty.

Districts are required to prohibit retaliation when a right or privilege secured by Title IX is interfered with, including when a person reported possible sex discrimination, made a sex-discrimination complaint, or participated or refused to participate in any way in the district's Title IX process. Pursuant to 34 CFR 106.71, as amended by 89 Fed. Reg. 33474, when the district has information about conduct that reasonably may constitute retaliation under Title IX, the district is required to respond to such conduct using the procedures used for other forms of sex discrimination as specified in 34 CFR 106.44 and 106.45; see AR/E(1) 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The district should ensure consistency of this policy with provisions in the district's collective bargaining agreement, if any, related to break times or other employment issues.

The Governing Board of Education recognizes the immediate and long-term health benefits of breastfeeding and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

CSBA NOTE: Labor Code 1034 mandates that the district's policy regarding lactation accommodation include the process by which the employee is to make a lactation accommodation request and the district's obligation to respond to the request. The following paragraph should be modified to reflect the district's process.

For more information regarding workplace accommodations, see AR 4032 - Reasonable Accommodation and for temporary assignments, see BP 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment.

An employee shall notify the employee's supervisor or other appropriate <a href="mailto:personneldistrict">personneldistrict</a>
<a href="mailto:administrator">administrator</a> in advance of the intent to request an accommodation. The supervisor or appropriate <a href="mailto:district administrator">district administrator</a> shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

CSBA NOTE: Pursuant to Labor Code 1032, all districts are required to grant lactation accommodation except when granting the accommodation would "seriously disrupt" district operations. "Serious disruption" is not defined in the law.

Additionally, the PUMP Act (29 USC 218d) and Labor Code 1031 provide an exception for districts with fewer than 50 employees when lactation accommodation would result in "undue hardship" based on significant difficulty or expense in relation to the size, financial resources, nature, or structure of the district. In addition, the PWFA (42 USC 2000gg-1) applies to districts with 15 or more employees, but provides an exception for accommodations that would impose an "undue hardship." When a district is able to demonstrate undue hardship, Labor Code 1031 only requires that reasonable efforts be made to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express breast milk in private. Pursuant to Labor Code 1031, the provided room or location may not be a toilet stall.

Regardless of the size of the district, the determination of serious disruption or undue hardship should be made on a case-by-case basis and only in limited, stringent circumstances. The burden of demonstrating why accommodation could not be made, even if on a temporary basis or for less time than requested, would likely fall to the district.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law.- (Labor Code 1031, 1032; 29 USC 2007)218d, 42 USC 2000gg-1)

CSBA NOTE: Labor Code 1034 mandates that the district's policy include a statement that the district provide a written response to an employee if the district is unable to comply with the break time or location requirements.

34 CFR 106.57, as amended by 89 Fed. Reg. 33474, requires the district to provide "reasonable" break time for an employee to express breast milk or breastfeed, but does have any qualification related to the requirement to provide a lactation space. Additionally, it would be unlikely that a district would have a valid reason to deny a lactation accommodation pursuant to the PWFA. Thus, districts should proceed with caution before denying a lactation accommodation, and consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s).- (Labor Code 1034)

CSBA NOTE: Labor Code 1034 mandates that the district's policy regarding lactation accommodation be distributed to employees as provided in the following paragraph.

Additionally, pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the district's policy regarding the prohibition of sex discrimination, which includes lactation and related conditions, is required to be published, and the district's notice of nondiscrimination on the basis of sex is required to be posted on the district's website and appear in each handbook, catalog, announcement, bulletin, and application that the district makes available to employees and applicants for employment.

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute thethis policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave.- (Labor Code 1034)

CSBA NOTE: Although the PUMP Act (29 USC 218d) limits the length of time that an employee is entitled to lactation accommodation to one year after the birth of the child, Labor Code 1030 and the PWFA (42 USC 2000gg- 1) do not set a specific limit on the infant child's age and therefore provides greater benefits to employees.

Additionally, 34 CFR 106.57, as amended by 89 Fed. Reg. 33474, which requires districts to provide reasonable break time for an employee to express breast milk or breastfeed, does not specify a duration of time from birth of the child.

The district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child.- (Labor Code 1030); 42 USC 2000gg-1; 34 CFR 106.57)

CSBA NOTE: Labor Code 1030 and the PUMP Act (29 USC 218d) do not require the district to compensate non- exempt employees for breaks taken for the purpose of expressing breast milk. However, an employee who uses break time already provided by the district as paid time must be compensated for that break time in the same manner as any other employee. Any additional time beyond the authorized paid break time could be uncompensated, provided the employee is completely relieved from duty during that time. If the district instead chooses to provide compensation for such additional break time, it should modify the following paragraph accordingly. The district also may provide flexible scheduling for those employees who choose to work extra time to make up for any uncompensated break time beyond the authorized break time.

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid.- (Labor Code 1030; 29 USC 207)218d)

CSBA NOTE: Labor Code 1031 requires the district to provide an employee with the use of a room or location, other than a bathroom, to express breast milk in private. This may include the place where the employee normally works if the location otherwise meets legal requirements, as specified below. Labor Code 1031 authorizes the district to designate a temporary location to express breast milk if the district is unable to provide a permanent location due to operational, financial, or space limitation, as long as the space is in close proximity to the employee's work area, shielded from view, free from intrusion while breast milk is being expressed, and is otherwise compliant with law.

Additionally, the PUMP Act (29 USC 218d) and Title IX (34 CR 106.57, as amended by 89 Fed. Reg. 33474) require the district to ensure that an employee can access a lactation space, other than a bathroom, that is clean, shielded from view, and free from intrusion from others.

The employee shall be provided the use of a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided, and shall meet the following requirements:- (Labor Code 1031; 29 USC 207)-218d; 34 CFR 106.57)

- 1. Is shielded from view and free from intrusion while the employee is expressing <u>breast</u> milk
- 2. -Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
- 3. Contains a place to sit and a surface to place a breast pump and personal items
- 4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
- 5. -Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing <u>breast</u> milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes.- (Labor Code 1031)

#### Dispute Resolution

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 - Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 - Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County of Office Education Legal Services or district legal counsel prior to utilizing such a complaint process for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additional remedies may be available for violation of the PUMP Act (29 USC 218d) under the Fair Labor Standards Act, the PWFA (42 USC 2000gg-2), and state law pursuant to Labor Code 1030-1034 and Government Code 12925-12954.

Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

CSBA NOTE: The following paragraph is mandated pursuant to Labor Code 1034.

<u>In addition, an</u> employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

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

Policy adopted: February 11, 2020

revised: ??, 2024

**Board Policy Manual** 

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

Personnel (All Staff)

Policy 4119.11~4219.11~4319.11: Sex Discrimination and Sex-Based Harassment

CSBA NOTE: Sex discrimination and sex-based harassment are prohibited by Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), as well as the California Fair Employment and Housing Act (Government Code 12900-12996).

Education Code 231.5, 2 CCR 11023, and 34 CFR 106.8 mandate that districts have a written policy prohibiting sex discrimination and sex-based harassment against employees. As part of this mandate, districts are also required to adopt a written policy prohibiting sex discrimination and sex-based harassment against students; see BP/AR 5145.7 - Sex Discrimination and Sex-Based Harassment and AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the complaint process as specified in AR 4030 - Nondiscrimination in Employment, it is unclear whether districts would additionally be required to follow the procedures specified in AR 4030 - Nondiscrimination in Employment. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the process specified in AR 4030 - Nondiscrimination in Employment for this purpose. For more information regarding the Title IX grievance procedures, see AR 4119.12 - Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to 2 CCR 11034, the district may be liable for sex-based harassment committed by a supervisor, coworker, or a third party. Pursuant to Government Code 12940, employers may also be held liable for sex-based harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of <u>discrimination</u>, harassment, and intimidation. The Board prohibits <u>sexual-sex discrimination</u>, including <u>sex-based</u> harassment, as <u>defined</u> in the accompanying administrative regulation, in <u>district programs</u> and activities <u>by and</u> against district employees <u>and</u>.

CSBA NOTE: Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board member, may not retaliate or otherwise take adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in Education Code 220.1, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains, or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to. (Education Code 220.1; 34 CFR 106.71)

CSBA NOTE: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sex-based harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may constitute mitigating factors in the assessment of damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court in Burlington Industries v. Ellerth held that, for certain claims under federal law, an employer may defend against sex-based harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer. Additionally, in Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Pursuant to Government Code 12950.1, employers with five or more employees are required to provide sex-based harassment training to supervisory and nonsupervisory employees which includes training in regard to sex discrimination. Additionally, Title IX, and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires specified training related to sex discrimination, including sex-based harassment, for all district employees, as well as additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the recipient's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees. See the accompanying administrative regulation for timelines and training requirements.

<u>Items #1-4 below reflect the courts' guidance, Government Code 12950.1, and 34 CFR 106.8, and should be modified to reflect district practice.</u>

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexualsex discrimination and sex-based harassment, including but not limited to:

- 1. Providing training to employees in accordance with law and administrative regulation
- 2. Publicizing and disseminating the district's <u>sexualsex discrimination and sex-based</u> harassment policy to employees and others to whom the policy may apply

CSBA NOTE: Pursuant to Title IX and its implementing regulation 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, districts are required to provide a notice of nondiscrimination on the basis of sex, as specified below. For more information about the content and publication requirements for the notice of nondiscrimination, see AR 4030 - Nondiscrimination in Employment.

- 3. Publicizing, in accordance with 34 CFR 106.8 and as specified in Administrative Regulation 4030 Nondiscrimination in Employment, a Title IX notice of nondiscrimination to employees, applicants for employment, and bargaining units
- 3.4. Ensuring prompt, thorough, fair, and equitable investigation of complaints through the appropriate state and/or federal procedures
- 4.5. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

CSBA NOTE: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance, "Promising Practices for Preventing Harassment," has been expanded to include sex discrimination, and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

### **Sexual Harassment** Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their

CSBA NOTE: 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires the district to designate at least one employee to coordinate its responsibilities under Title IX, who must be referred to as the Title IX Coordinator. See the accompanying administrative regulation.

Any district administrator, or employee who has experienced sex discrimination or sex-based harassment in the district's Title IX Coordinator. Employeeseducation program or activity may bypass their supervisor in filingfile a complaint if with the supervisor district's Title IX Coordinator. (34 CFR 106.2, 106.44)

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, a district is required to respond promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in its education program or activity. 34 CFR 106.44 further obligates a district to require its Title IX Coordinator to monitor the district's programs and activities for barriers to reporting information of such conduct and its employees to notify the Title IX Coordinator when they have such information. The following paragraph should be revised to reflect the district's timeline.

Any employee with knowledge of conduct that reasonably may constitute sex discrimination or sexbased harassment by or against another district employee, a student, or a third party in a district education program or activity shall notify the Title IX Coordinator within one workday. An employee may be subject to discipline for failure to timely report such conduct. (34 CFR 106.44)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ARAdministrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Sex Discrimination and Sex-Based Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment.

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination, including sexbased harassment, the Title IX Coordinator is required to offer and coordinate supportive measures to the complainant and. Thus, districts should not wait to respond until a "formal" complaint is made. If the district has begun grievance procedures or offered an informal resolution process to the respondent, the Title IX Coordinator is required to offer and coordinate supportive measures to the respondent, as appropriate.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances. (34 CFR 106.44)

CSBA NOTE: In addition to district discipline imposed on employees who engage in sex-based harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Upon investigation of a sexualsex discrimination or sex-based harassment complaint, any district employee found to have engaged or participated in sexualsex discrimination or sex-based harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexualsex discrimination or sex-based harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

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

Policy approved: April 10, 2007 revised: November 10, 2015 revised: January 10, 2017 revised: June 12, 2018 revised: October 13, 2020

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

#### **Students**

# Policy 5145.3: Nondiscrimination/Harassment

CSBA NOTE: The following mandated policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on disability, race, nationality, immigration status, ethnicity, gender, gender identity, gender expression, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on most of the foregoing characteristics and on sex, color, ancestry, age, medical condition, marital status, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d- 2000d-7) prohibits discrimination based on race, color, or national origin. Title IX (20 USC 1681-1688; 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474) prohibits discrimination based on sex; sex stereotypes; sex characteristics; gender; gender identity; sexual orientation; pregnancy, childbirth, termination of pregnancy, or lactation; and, parental, marital, and family status. The Age Discrimination Act of 1975 (42 USC 6101-6107) prohibits discrimination based on age. The Americans with Disabilities Act (ADA) (20 USC 12101-12213) and Section 504 (29 USC 794) prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of the characteristics listed in Education Code 220. For more information regarding the requirement for district programs and activities to be free from discrimination, see BP 0410 - Nondiscrimination in District Programs and Activities.

For policy addressing student sex discrimination and sex-based harassment, see BP/AR 5145.7 - Sex Discrimination and Sex-Based Harassment, and for language regarding Title IX sex discrimination, including sex-based harassment, complaint procedures, see AR/E(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Education Code 234.1 mandates that districts adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics listed above, which applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the district, and a process for receiving and investigating such complaints. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other anti-discrimination policies and processes to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

Education Code 234.1, as amended by AB 1078 (Ch. 229, Statute of 2023), also requires that the district's nondiscrimination policy include a statement that the policy applies to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district. Education Code 234.1, as amended by AB 1078, contains similar language regarding the County Board of Education and the County Superintendent of Schools.

Education Code 243, as added by AB 1078, clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library or (2) prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library. The Board may not refuse to approve such use on the basis that the material includes a study of the role and contributions of specified individuals or groups, unless the study of the role and contributions reflects adversely upon legally protected groups. Additionally, the Board may not prohibit such use on the basis that the study of the role and contributions contain inclusive or diverse perspectives. In addition, the

Board's action to ban or censor a textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction on any of the bases described above may also constitute unlawful discrimination pursuant to Education Code 220. And, pursuant to Education Code 244, as added by SB 153 (Ch. 38, Statutes of 2024), the Board is prohibited from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use would subject a student to unlawful discrimination pursuant to Education Code 220. For more information regarding instructional materials adoption, see BP/AR/E(1) 6161.1 - Selection and Evaluation of Instructional materials, CSBA's publication, "Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities," and corresponding Fact Sheet and Reference, and the California Attorney General's, "Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books."

OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (e.g., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

CSBA NOTE: 34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that discrimination on the basis of sex for the purpose of Title IX includes discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted atof any student by anyone, based on the student's actual or perceived race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion, marital status; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; parental, marital, and family status; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or genetic information; or, association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: OCR's May 2024 Dear Colleague Letter, "Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics," which expands and clarifies the U.S. Department of Education's 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Schools," provides that Title VI's protections from race, color, and national origin discrimination extends to students who experience discrimination based on actual or perceived (1) shared ancestry or ethnic characteristics or (2) citizenship or residency in a country with a dominant religion or distinct religious identity. While Title VI does not protect individuals based solely on religious discrimination, it does apply to antisemitism and other forms of discrimination when based on shared ancestry or ethnic characteristics. The guidance includes clarifying examples regarding existing legal requirements under Title VI.

Additionally, OCR's November 2023 Dear Colleague Letter, "Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics," states that all students, including students who are or are perceived to be Jewish, Israeli, Muslim, Arab, or Palestinian, as well as students who come from, or are perceived to come from, all regions of the world, are entitled to a school environment free from discrimination based on race, color, or national origin. The Dear Colleague Letter provides that Title VI also protects students from discrimination which is based on (1) actual or perceived citizenship or residency in a country with a dominant religion or distinct religious identity, including

Jewish, Muslim, Sikh, Hindu, Christian, and Buddhist students, when the discrimination involves racial, ethnic, or ancestral slurs or stereotypes, (2) a student's skin color, physical features, or style of dress that reflects both ethnic and religious traditions, and (3) where a student came from or is perceived to have come from. Discrimination based on a student's foreign accent, foreign name, or a student speaking a foreign language may also violate Title VI's prohibitions against discrimination.

OCR's August 2023 Dear Colleague Letter, "Race and School Programming," states that a district may not separate students based on race, but may include group discussions or activities that focus on race as part of the curriculum, courses, or programs so long as access or participation is not permitted or limited based on race. OCR's guidance also provides that a school-sponsored program with emphasis on race, such as a student club, that is open to all students, typically would not violate Title VI solely because of its race-related theme.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

CSBA NOTE: In addition to the types of prohibited student conduct described above, unlawful discrimination includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs and Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

CSBA NOTE: Unlawful discrimination may occur when disciplining students. OCR's guidance, "Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," "Resource on Confronting Racial Discrimination in Student Discipline," and "Creating Inclusive and Nondiscriminatory School Environments for LGBTQI Students," address discrimination in the use of discipline based on disability, race, and gender expression.

For more information regarding student discipline, see BP/AR 5144 - Discipline, BP/AR 5144.1 - Suspension and Expulsion/Due Process, and AR 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

Because unlawful discrimination <u>maycould</u> occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non- discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

CSBA NOTE: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to publicize its nondiscrimination policies to the school community. Additionally, Education Code 234.1, as amended by SB 153, and 234.6 require the district to make readily accessible on its website its nondiscrimination, harassment, intimidation, bullying, sex-based harassment, suicide prevention, and other specified policies and information related to specified state and federal laws and resources. In addition, 34 CFR 104.8 requires districts to take "continuing steps" to notify students, parents/guardians, applicants for admission, and employees that it does not discriminate on the basis of disability in its education programs or activities.

For further information regarding specific posting requirements, see "Measures to Prevent Discrimination" in the accompanying administrative regulation.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6); 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

CSBA NOTE: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. It is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: The following paragraph may be revised to reflect district practice. Pursuant to Education Code 48900.5, as amended by AB 1165 (Ch. 22, Statutes of 2023), the district is encouraged to have a student who has been suspended, or for whom other means of correction have been implemented pursuant to Education Code 48900.5 for an incident of racist bullying, harassment, or intimidation, as well as the victim, to engage in a restorative justice practice suitable to address the needs of both the victim and the perpetrator, in addition to the other measures specified in the following paragraph; see BP/AR 5131.2 - Bullying.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

CSBA NOTE: Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow the Title IX grievance procedures when investigating and resolving the complaint. A complaint may also fall within the complaint process adopted by the district pursuant to Education Code 234.1 for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying that is consistent with the district's UCP specified in 5 CCR 4600-4670. It is unclear whether districts would additionally be required to follow the UCP when investigating and resolving such a complaint. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the UCP for this purpose. For more information regarding the Title IX grievance procedures, see AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

All allegations Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sex discrimination, including sex-based harassment, under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

# Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Policy adopted: April 10, 2007 revised: September 11, 2012 revised: June 19, 2013 revised: March 11, 2014 revised: December 9, 2014

revised: October 11, 2016 revised: September 11, 2018 revised: August 11, 2020

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revised: ??, 2024

#### **Students**

### Policy 5145.7: Sex Discrimination and Sex-Based Harassment

CSBA NOTE: Education Code 231.5 and 34 CFR 106.8 mandate the district to have written policies on sex discrimination and sex-based harassment. The following policy addresses sex discrimination and sex-based harassment against students in the school setting. As part of this mandate, the district should also adopt a sex discrimination and sex-based harassment policy related to employees; see BP/AR 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Moreover, this Board policy and the accompanying administrative regulation reflect the right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with one's gender identity, as specified in Education Code 221.5 and 34 CFR 106.31, as amended by 89 Fed. Reg. 33474, and best practices based on existing state and federal law.

Both federal law, Title IX of the Education Amendments of 1972 (20 USC 1681-1688; 34 CFR 106.1-106.82), and state law (Education Code 220, 231.5), prohibit sex discrimination, including sex-based harassment and require districts to establish procedures for the prompt and equitable resolution of sex discrimination, including sex-based harassment complaints. Pursuant to 34 CFR 106.11 and 106.44, as amended by 89 Fed. Reg. 33474, a district with knowledge of alleged conduct, which occurs in a district program or activity on or after August 1, 2024, that reasonably may constitute sex discrimination under Title IX, including sex-based harassment, is required to follow Title IX grievance procedures when investigating and resolving a complaint based on the alleged conduct. As such a complaint may also fall within the scope of the uniform complaint procedures (UCP) as specified in BP/AR 1312.3 - Uniform Complaint Procedures, it is unclear whether districts would additionally be required to follow the process specified in BP/AR 1312.3 - Uniform Complaint Procedures. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the UCP for this purpose. For more information regarding the Title IX grievance procedures, see AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

34 CFR 106.2 and 106.10, as amended by 89 Fed. Reg. 33474, clarify that discrimination on the basis of sex for the purpose of Title IX includes discrimination on the basis of sex stereotypes; sex characteristics; sexual orientation; gender identity; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg, 33474, a district can be held liable for civil damages for sex discrimination, including sex-based harassment of students pursuant to Title IX if the district has knowledge of conduct that reasonably may constitute sex-based harassment in its education program or activity and does not respond promptly and effectively.

In addition to filing a private civil lawsuit, an alleged victim of sex discrimination, including sexbased harassment, may file a complaint with the California Department of Education (CDE) and/or the U.S. Department of Education's Office for Civil Rights (OCR), the federal agency responsible for administrative enforcement of federal laws and regulations that prohibit discrimination in programs and activities that receive federal financial assistance from the U.S. Department of Education.

The Governing Board of Education is committed to maintaining a welcoming, safe, and supportive school environment that is free from harassment and discrimination and harassment. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment sex discrimination and sex-based harassment, as defined in the accompanying administrative regulation, targeted at any student by anyone. The, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

CSBA NOTE: Districts are required to prohibit retaliation when a right or privilege secured by Title IX is interfered with, including when a person reports possible sex discrimination, made a sex-discrimination complaint, or participated or refused to participate in any way in the district's Title IX process. Pursuant to 34 CFR 106.71, as amended by 89 Fed. Reg. 33474, when the district has information about conduct that reasonably may constitute retaliation under Title IX, including peer retaliation, the district is required to respond to such conduct using the procedures used for other forms of sex discrimination as specified in 34 CFR 106.44 and 106.45; see AR/E(1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Pursuant to Education Code 220.1, as added by AB 1955 (Ch. 95, Statutes of 2024), a district, including a Governing Board member, may not retaliate or otherwise take adverse action against an employee, including by placing the employee on administrative leave, on the basis that the employee supported a student exercising rights specified in Education Code 220.1, performed work in a manner consistent with the district's legal obligations related to educational equity, or provided instruction to students consistent with current content standards, curriculum frameworks, instructional materials adopted by the state board, and state law.

Additionally, the Board prohibits retaliatory behavior or action against any person who reports, files a complaint complains or testifies about, or otherwise supports a complainant in alleging sexual harassment, conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

CSBA NOTE: The following two paragraphs relate to student and employee reporting of sex discrimination, including sex-based harassment. It is important to note that reporting to law enforcement and/or child protective services does not relieve a school district of its responsibility to investigate a complaint of sex discrimination, including sex-based harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed experienced sex discrimination, including sex-based harassment, on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced, or off-campus sexual harassment that when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.-

CSBA NOTE: 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, requires a district to respond promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination or sex-based harassment in its education program or activity. 34 CFR 106.44 further obligates a district to require its Title IX Coordinator to monitor the district's programs and activities for barriers to reporting information of such conduct and its employees to notify the Title IX Coordinator when they have such information.

The following paragraph should be revised to reflect the district's timeline.

Any employee who receives a report or observes an incident of sexual harassment sex discrimination, including sex-based harassment, by or against a student in a district education program or activity shall notifyreport the incident to the Title IX Coordinator- within one workday.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through ARAdministrative Regulation 5145.71 - Title IX SexualSex Discrimination and Sex-Based Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures.

CSBA NOTE: Pursuant to 34 CFR 106.44, as amended by 89 Fed. Reg. 33474, when the Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination, including sexbased harassment, the Title IX Coordinator is required to offer and coordinate supportive measures to the complainant, and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to the respondent, as appropriate.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution

process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances.

CSBA NOTE: 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, requires that all employees receive training related to their duties under Title IX promptly upon hire or change of position that alters their duties under Title IX, and annually thereafter. The training provided to all employees is required to include the district's obligation to address sex discrimination, the scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment, and the applicable notice and information requirements. 34 CFR 106.8, as amended 89 Fed. Reg. 33474, requires additional training for (1) investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures, (2) facilitators of an informal resolution process, and (3) Title IX Coordinators and designees.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and ensure that all district staff handbooks. All district staff shall be are trained regarding the policy.

district's sex discrimination and sex-based harassment policy, and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation 4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

#### Instruction/Information

CSBA NOTE: Pursuant to Education Code 231.7, as added by AB 1071 (Ch. 65, Statutes of 2023), CDE is required to make available on its website (1) resources on abuse, including sexual, emotional, and physical abuse, and teen dating violence prevention for professional learning purposes, (2) information about local and national hotlines and services for youth experiencing teen dating violence, and (3) other relevant materials for parents/guardians, and other caretakers of students.

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexualsex discrimination and sex-based harassment. Such instruction and information shall include:

- 1. What acts and behavior constitute sexualsex discrimination and sex-based harassment, including the fact that sexualsex discrimination and sex-based harassment could occur between people of the same sex and could involve sexual violence
- 2. A clear message that students do not have to endure sexualsex discrimination or sex-based harassment under any circumstance
- 3. Encouragement to report observed incidents of <u>sexualsex discrimination and sex-based</u> harassment even when the alleged victim of the <u>discrimination</u> or harassment has not complained

CSBA NOTE: Where sex discrimination, or sex-based harassment or violence, occurs in the context of other possible rule violations, students may be reluctant to report such conduct. For example, a student who experiences sex-based harassment while away from school without permission may be reluctant to file a complaint if the student believes discipline will be imposed for the violation. As such, Item #4 below clarifies that any other rule violation will be addressed separately from the sex discrimination and/or sex-based harassment complaint in order to encourage students to report the harassment.

- 4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexualsex discrimination or sex-based harassment incident will be addressed separately and will not affect the manner in which the sexualsex discrimination or sex-based harassment complaint will be received, investigated, or resolved
- 5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexualsex discrimination and sex-based harassment allegation that involves a student, whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to

harassment, prevent recurrence, and address any continuing effect on students

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6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexualsex discrimination and/or sex-based harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexualsex discrimination or sex-based harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of <a href="mailto:sexualsex">sexualsex</a> discrimination or sex-based harassment and/or other students during an investigation

# **Disciplinary Actions**

CSBA NOTE: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sex-based harassment. Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. For more information regarding suspension and expulsion, see AR 5144.1 - Suspension and Expulsion/Due Process (Students with Disabilities).

When there is an allegation of Title IX sex discrimination, including sex-based harassment, 34 CFR 106.45, as amended by 89 Fed. Reg. 33474, prohibits the district from imposing any disciplinary sanctions against a respondent for the allegedly discriminatory behavior until the grievance procedures are completed.

Upon completion of an investigation of a sexualsex discrimination and/or sex-based harassment-complaint, any student found to have engaged in sexualsex discrimination, and/or sex-based harassment or sexual violence, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of <u>a sexualsex discrimination and/or sex-based</u> harassment-<u>complaint</u>, any employee found to have engaged in <u>sexualsex discrimination against</u>, <u>and/or sex-based</u> harassment or sexual violence toward, any student, shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

## Record-Keeping

CSBA NOTE: Pursuant to 34 CFR 106.8, as amended by 89 Fed. Reg. 33474, the district is required to keep the following records for at least seven years: (1) for each complaint of sex discrimination, including sex-based harassment, records documenting any informal resolution process implemented in accordance with 34 CFR 106.44 or grievance procedures implemented in accordance with 34 CFR 106.45, (2) for each notification the Title IX Coordinator receives of information about conduct that may reasonably constitute sex discrimination under Title IX, actions taken to fulfill the district's obligations as specified in 34 CFR 106.44, including supportive measures, and (3) all materials used to train district employees; the Title IX Coordinator and designees; investigators, decisionmakers, and other persons who are responsible for implementing the district's grievance procedures or have the authority to modify or terminate supportive measures; and any person who facilitates an informal resolution process.

In The Superintendent or designee shall maintain records in accordance with law, including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and district policies and regulations, the Superintendent or designee shall maintain a record of of all reported cases of sexualsex-based harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

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revised: ??, 2024

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

#### **Students**

Policy 5146: Married/Pregnant/Parenting Students

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

Pursuant to Education Code 48410, students may be exempted from compulsory attendance in continuing education classes if they must render personal services to a dependent. See AR 5112.1 - Exemptions from Attendance.

The Boards of Education The Governing Board recognizes that responsibilities related pertaining to marriage, pregnancy, or parenting and, including related responsibilities obligations, medical conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students to continue their continued education, assisting them to attain strong academic and parenting skills, and promote promoting the healthy development of their children.child(ren).

CSBA NOTE: Pursuant to Education Code 221.51, districts are prohibited from applying any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex, or from excluding or denying any student from any educational program or activity, including extracurricular activity, solely on the basis of a student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery from such conditions. Additionally, 34 CFR 106.1-106.82, as amended by 89 Fed. Reg. 33474, prohibits discrimination on the basis of sex in the district's education program or activity, including current, potential, or past pregnancy, childbirth, termination of pregnancy, or lactation, and related medical conditions or recovery, and parental, marital, and family status; see BP/AR 5145.7 - Sex Discrimination and Sex-Based Harassment.

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's <u>current</u>, <u>potential</u>, <u>or past</u> pregnancy, childbirth, false pregnancy, termination of pregnancy, <u>lactation</u>, or related <u>medical</u> <u>conditions or</u> recovery. In addition, the district shall not adopt any rule concerning a student's actualor, potential, <u>or past</u> parental, family, or marital status that <u>discriminates against and/or</u> treats <u>studentsa</u> <u>student</u> differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

# CSBA NOTE: Education Code 222.5 requires the following annual notifications.

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, when a student or a person who has a legal right to act on behalf of a student, informs any employee of the student's pregnancy or related conditions, the employee is required to provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity.

Any employee who is informed by a student, or a person who has a legal right to act on behalf of a student, of a student's pregnancy or related conditions shall provide that person with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific acts to prevent sex discrimination, including sex-based harassment, and ensure the student's equal access to the district's education program or activity. (34 CFR 106.8)

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, once notified of a student's pregnancy or related conditions, the district is required to take specified actions, as described below, to protect the student against sex discrimination.

When notified of a student's pregnancy or related conditions, the Title IX Coordinator shall provide the student, and if applicable the person who has a legal right to act on behalf of the student and who notified the Title IX Coordinator of the student's pregnancy or related conditions, with the district's notice of nondiscrimination, as specified in Administrative Regulation 5145.3 - Nondiscrimination/Harassment and Exhibit (1) 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. The Title IX Coordinator shall also coordinate actions specified in 34 CFR 106.40 to prevent discrimination against, and ensure equal access to, the student, including the following: (34 CFR 106.44)

1. Notifying the student that the district is required to not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions

However, a student's voluntary participation in a separate portion of the district's education program or activity does not constitute prohibited discrimination if the district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

- 2. To the extent consistent with 34 CFR 106.40(b)(3), ensuring that pregnancy or related conditions are treated in the same manner and under the same policies as any other temporary medical condition with respect to any medical or hospital benefit, service, plan, or policy the district administers, operates, offers, or participates in with respect to students admitted to the district's education program or activity
- 3. Informing the student that the district may not require the student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for Title IX discrimination

CSBA NOTE: Pursuant to Family Code 7002, any person under the age of 18 years who enters into a valid marriage is an emancipated minor and therefore has the same rights as an adult. Such rights include, but are not limited to, those related to the verification of student absences (see AR 5113 - Absences and Excuses), application for a work permit (see AR 5113.2 - Work Permits), and access to student records (see AR 5125 - Student Records).

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years oldof age or older, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

CSBA NOTE: Both federal law (34 CFR 106.40) and state law (Education Code 221.51; 5 CCR 4950) prohibit districts from requiring a student to take a course or participate in a separate program or school for pregnant and parenting students. When students voluntarily participate in such alternative programs, federal law requires that the alternative program be "comparable" to the regular education program, and state law requires that the program be "equal" to the regular education program. The following paragraph reflects the state standard which is more stringent and thus would prevail.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

CSBA NOTE: Education Code 221.51 authorizes districts to require certification by a physician or nurse practitioner that a student is physically and emotionally able to participate in the regular education program or activity.

However, 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, prohibits districts from requiring a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person verifying that the student is physically able to participate in the district's class, program, or extracurricular activity unless the certified level of physical ability of health is necessary for participation in the class, program, or extracurricular activity; the district requires such certification of all participating students; and, the information obtained is not used as a basis for sex discrimination. Additionally, Education Code 221.51 and 34 CFR 106.40 require that pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related conditions be treated in the same manner as any other temporary disabling condition. Thus, the district cannot require a student who is pregnant or has related conditions to provide a physician's note to participate in physical education classes unless the certified level of physical ability is necessary for participation and such certification is required of all students. A student who is pregnant or who has related conditions who cannot accomplish the requirements of the regular physical education curriculum may be offered accommodations, as specified in "Accommodations" below, or voluntary access to a comparable program, as described above. Education Code 48206.3 defines a "temporary disability" as a physical, mental, or emotional disability after which the student can reasonably be expected to return to regular day classes or an alternative education program; see AR 6183 - Home and Hospital Instruction.

If required The Superintendent or designee mayshall not require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, lactation, or related medical conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular district's education program or activity, including an extracurricular activity, unless the certified level of physical ability is necessary for participation and such certification is required of all students. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

CSBA NOTE: Items #1-7 below are optional and may be revised to reflect district practice.

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

CSBA NOTE: The district may choose to offer child care and development services as an incentive to encourage the school attendance of parenting students, as provided in Item #1 below. For more information about child care and development services, see BP/AR 5148 - Child Care and Development.

- 1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities
- 2. Parenting education and life skills instruction

CSBA NOTE: The federal Women, Infants, and Children grant program (42 USC 1786; 7 CFR 246.1-246.28) provides funding that may be used for special school nutrition supplements for low-income pregnant and lactating students as provided in Item #3 below; see the U.S. Department of Agriculture's website. Education Code 49553 specifies nutritional standards for these special school nutrition supplements.

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education

#### Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

4. Health care services, including prenatal care

CSBA NOTE: Health and Safety Code 104460 requires districts receiving Tobacco-Use Prevention Education funds to provide access to tobacco-use prevention and intervention services to pregnant and parenting students; see AR 5131.62 - Tobacco.

- 5. Tobacco, alcohol, and/or drug prevention and intervention services
- 6. Academic and personal counseling
- 7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

#### Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

CSBA NOTE: Education Code 48205 authorizes an excused absence without a note from a physician for a parenting student to care for a sick child. For more information regarding excused absences, see AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

#### Parental Leave

CSBA NOTE: Education Code 46015 provides that a pregnant or parenting student is entitled to eight weeks of parental leave, or longer if deemed medically necessary by the student's physician. Pursuant to Education Code 46015, the student's failure to notify the school as required below does not abridge the student's rights.

Additionally, 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, requires the district to allow a student who is pregnant or who has related conditions to voluntarily take a leave of absence to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. If the district has a leave policy that allows for a greater period of time than the medically necessary period, and the student qualifies for leave under such policy, the district is required to permit the student to take leave under that policy.

A student who is pregnant or parenting, or has a related condition, shall be entitled to parental leave in order to protect the health of the student who gives and/or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider, or, if the district has a leave policy for which the student qualifies, the amount of time provided for in such policy. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015): 34 CFR 106.40)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. AA student who is pregnant or parenting student, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, when a student returns to school after taking parental leave, the district is required to reinstate the student to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

Following the leave, a <u>student who is</u> pregnant or parenting <u>student</u>, <u>or has related conditions</u>, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (<u>Education Code 46015</u>; <u>34 CFR 106.40</u>)

Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

#### Accommodations

CSBA NOTE: Pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, the district is required to provide reasonable accommodations for students who are pregnant or parenting, or have related conditions, as specified below. Additionally, pursuant to 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, the school is required to provide any services to pregnant students that it provides to other students with temporary medical conditions, such as at-home instruction or tutoring for students who miss school because of such medical conditions.

When necessary, the district shall provide <u>reasonable</u> accommodations to enable a <u>pregnant or parenting</u> student <u>who is pregnant or parenting</u>, or <u>with related conditions</u>, to access the educational program.

A pregnant The district shall consult with the student when identifying potential modifications. Any modification accepted by the student shall be implemented. Any proposed modification that would fundamentally alter the nature of the district's education program or activity shall not be implemented. (34 CFR 106.40)

Reasonable modifications may include, but are not limited to: (34 CFR 106.40)

- 1. Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom
- 2. Intermittent absences to attend medical appointments
- 3. Access to online or homebound education
- 4. Changes in schedule or course sequence

- 5. Extensions of time for coursework and rescheduling of tests and examinations
- 6. Allowing a student to sit or stand, or carry or keep water nearby
- 7. Counseling
- 8. Changes in physical space or supplies, such as access to a larger desk or a footrest
- 9. Elevator access
- 10. Any other change to policies, practices, or procedures

A student who is pregnant or who has a related condition shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

CSBA NOTE: In addition to lactation accommodations required by state law, 34 CFR 106.40, as amended by 89 Fed. Reg. 33474, requires that a student who is lactating has access to a lactation space other than a bathroom, that is clean, shielded from view, and free from intrusion from others that may be used to express breast milk or breastfeed.

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222; 34 CFR 106.40)

- 1. Access to a private and secure room, other than a restroom, that is clean, shielded from view, and free from intrusion by others to express breast milk or breastfeed an infant child
- 2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
- 3. Access to a power source for a breast pump or any other equipment used to express breast milk
- 4. Access to a place to store expressed breast milk safely
- 5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

#### **Complaints**

CSBA NOTE: Since a student's current, potential, or past parental, family, or marital status is protected from discrimination pursuant to Title IX and its implementing regulations, as amended by 89 Fed. Reg. 33474, districts are required to follow Title IX grievance procedures when investigating and resolving a complaint based on alleged conduct that occurred on or after August 1, 2024. As such a complaint may also fall within Education Code 46015, which authorizes the use of the district's uniform complaint procedures (UCP) established pursuant to 5 CCR 4600- 4670, it is unclear whether districts would additionally be required to follow the UCP. Due to this uncertainty, it is recommended that districts consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to utilizing the UCP for this purpose. For more information regarding the Title IX grievance procedures, see AR 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Any complaint alleging discrimination on the basis of <u>a student's current</u>, <u>potential</u>, <u>or past</u> pregnancy, <u>family</u>, or marital <u>or parental</u> status, district noncompliance with the requirements of Education Code 46015 or 34 CFR 106.40, or district noncompliance with the requirement to provide reasonable accommodations for lactating students, shall be <del>addressed through the district's uniform complaint</del>

procedures investigated and resolved in accordance with 5 CCR 4600-4670 and BP/AR 1312.3—Uniformthe Title IX grievance procedures as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670); 34 CFR 106.44, 106.45)

#### **Program Evaluation**

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support <u>current</u>, <u>potential</u>, <u>and past</u> married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

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

Policy adopted: April 10, 2007

revised: June 14, 2011 revised: March 11, 2014 revised: May 10, 2016 revised: March 12, 2019

revised: ??, 2024

# CSBA POLICY GUIDE SHEET – October 08, 2024 First Reading

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 Bylaw 9010 - Public Statements**

Bylaw updated to focus on public statements by Governing Board spokespersons made on behalf of the Board or by individual Board members. Additionally, bylaw updated to permit a Board spokesperson to disclose confidential information or information received in closed session when authorized by law. In addition, bylaw updated to reflect **NEW COURT DECISION** (**Lindke v. Freed**), in which the U.S. Supreme Court held that a district official who limits or prevents critics from speaking, such as by blocking them on social media or deleting their posts, violates the First Amendment only if the official (1) has been granted the power to speak on behalf of the district and (2) claims to be actually exercising that power. Bylaw also updated to suggest that a Board member make clear when they are speaking as an individual, and not on behalf of the district, such as by adding a disclaimer to the member's social media page.

#### **Board Bylaw 9012 - Board Member Electronic Communications**

Bylaw updated to reference suggestions regarding how to avoid Governing Board member electronic communications that violate the Brown Act. Additionally, bylaw updated to provide that Board members shall make every effort to ensure that their electronic communications conform to Board Bylaw 9010 - Public Statements. In addition, bylaw updated to reference that the Public Records Act applies even to Board member electronic communications regarding district business sent or received on a Board members' personal account or device. Bylaw also updated to reflect **NEW COURT DECISION (Lindke v. Freed)**, in which the U.S. Supreme Court held that a district official who limits or prevents critics from speaking, such as by blocking them on social media or deleting their posts, violates the First Amendment only if the official (1) has been granted the power to speak on behalf of the district and (2) claims to be actually exercising that power, and provide that the bylaw does not apply to Board member electronic communications not related to district business or not conducted by a Board member in the Board member's official capacity.

# **Board Bylaw 9220 - Governing Board Elections**

Bylaw updated to reference that a city/county charter might take precedence over district policies in regard to school board elections. Additionally, bylaw updated to reflect **NEW LAW (AB 764, 2023)**, also known as the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act, which establishes a comprehensive set of rules that local governments, including school districts, must follow during the redistricting process. In addition, bylaw updated to reference new Exhibit (1), which includes a non-exhaustive list of offenses the conviction of which makes someone ineligible to be a school board member. Bylaw also updated for clarity, precision, organization, and consistency.

#### **NEW** - Exhibit (1) 9220 - Governing Board Elections

Exhibit added to provide a non-exhaustive list of offenses the conviction of which makes someone ineligible to be a school board member.

#### **Board Bylaw 9223 - Filling Vacancies**

Bylaw updated to reflect **NEW LAW (AB 1326, 2023)**, which requires that the notice of a provisional appointment be posted on the district's website. Additionally, bylaw updated to (1) focus on filling vacancy by appointment rather than special election, (2) enable the Governing Board to approve, by resolution, the procedures for selecting the person to be provisionally appointed to fill the vacancy, and (3) explain how long an appointed Board member may serve. In addition, bylaw updated for clarity, precision, organization, and consistency.

## **Board Bylaw 9320 - Meetings and Notices**

Bylaw updated to clarify that a study session, retreat, public forum, or discussion meeting of the Governing Board must either be held as a regular or special Board meeting. Additionally, bylaw updated to reflect **NEW LAW (AB 557, 2023)** which extended and modified the ability of a Board member to join a meeting by teleconference due to just cause or emergency circumstances or during a proclaimed state of emergency. In addition, bylaw updated to remove outdated COVID-19 related requirements. Bylaw also updated for clarity, precision, organization, and consistency.

#### Board Bylaw 9323.2 - Actions by the Board

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

#### Exhibit(1) 9323.2 - Actions by the Board

Exhibit updated to clarify that the exhibit is a non-exhaustive list of actions that require more than a simple majority vote and that have restrictions on when the Governing Board may act. Additionally, exhibit updated to remove, in the section "Actions Requiring a Two-Thirds Vote of the Membership of the Board," an item related to school facilities improvement districts as well as an item related to parcel taxes, both of which do not require a two-thirds vote. In addition, exhibit updated to add sections on "Actions Required to Occur During a Regular Board Meeting" and "Prohibitions on Certain Board Actions". Exhibit also updated to reflect NEW LAW (SB 494, 2023) which prohibits the Board from taking action to terminate a superintendent or assistant superintendent without cause within 30 calendar days after the first convening of the Board after a general election at which one or more of the Board members are elected or recalled, and NEW LAW (SB 229, 2023) which requires a district that is disposing of surplus land and has received notification of a violation to hold an open and public meeting to review and consider the substance of the notice of violation and prohibits the Board from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held. Exhibit also updated for clarity, precision, organization, and consistency.

## Delete - Exhibit(2) 9323.2 - Actions by the Board

Exhibit deleted as districts should consult with legal counsel if there is a need to respond to a "cure and correct" letter.

#### **Board Bylaws**

**Bylaw 9010: Public Statements** 

The <u>Governing</u> Board <u>of Education</u> recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. However, to ensure communication of a consistent, unified message regarding district issues, Board members are expected to respect the authority of the Board to choose its representatives, to communicate its positions, and to abide by established protocols.

# **Board Spokesperson**

CSBA NOTE: Many districts designate the Governing Board president and/or Superintendent to communicate with the public on behalf of the district. The following paragraph should be revised to reflect Board practice.

All public statements authorized to be made on behalf of the Board shall be made by the Board president or, if appropriate, by the Superintendent or, with respect to a specific issue or topic, other designated representative, as designated by the Board or Board president.

When speaking for the district, the Board encourages its spokespersons to Board, a spokesperson shall exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board or by law. (Government Code 54963)

## Statements by Individual Board Members

CSBA NOTE: The following paragraph is responsive to the recent U.S. Supreme Court holding in Lindke v. Freed, which held that a Board member who limits or prevents critics from speaking, such as by blocking them on social media, violates the First Amendment only if the member (1) has been granted the power to speak on behalf of the Board or the district, and (2) claims to be actually exercising that power. For more information, see BB 9012 - Board Member Electronic Communications.

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify when a viewpoint is held by an individual Board member rather than the Board as a whole. For example, a Board member may include a disclaimer on the Board member's personal social media account that the Board member is expressing personal viewpoints as such and not as the viewpoint those of the Board.

#### In addition, or the district.

Board encourages members who participate on social networking sites, blogs, or other discussion opt to express their opinions on district matters, whether in-person or informational sites online, are expected to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirements of the California Public Records Act may likewise apply to them.

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

Bylaw adopted: April 10, 2007 revised: December 13, 2011 revised: September 10, 2013

revised: ??, 2024

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

#### **Board Bylaws**

**Bylaw 9012: Board Member Electronic Communications** 

CSBA NOTE: The following bylaw is optional and should be revised to reflect district practice. The Brown Act (Government Code 54950-54963) requires that Governing Board members conduct district business at properly noticed and agendized public meetings. In general, for purposes of the Brown Act, electronic communications are subject to the same conditions and the same rules of confidentiality that are applicable to other forms of communication, such as individual conversations, telephone calls, or paper copies of documents.

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the with each other, district staff, and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as compliance with the Brown Act, the Public Records Act, and other applicable laws.

CSBA NOTE: Government Code 54952.2 defines a "meeting" as any congregation of a majority of the members of the Board at the same time and location, including a teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item that is within the subject matter jurisdiction of the Board. Government Code 54952.2 prohibits a serial meeting, defined as a series of communications of any kind, directly or through intermediaries, involving a majority of the Board to discuss, deliberate, or take action on any item of district business outside of an authorized meeting; see BB 9320 - Meetings And Notices. Thus, a series of emails, as well as other electronic communications such as text messages or replying directly to social media posts, that ultimately include a majority of the Board could lead to a Brown Act violation. In order to help prevent an inadvertent violation, Board members may wish to consider "bcc'ing" other Board members to avoid the recipient "replying all", a "do not reply/forward alert" in the subject line of emails, or other cautionary measures, as appropriate.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board.- (Government Code 54952.2)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other

Additionally, Board members regarding matters that are within the subject matter jurisdiction of the Board or prohibited from using digital icons (e.g., such as "likes" or "emojis) to," that express reactions to communications made by other Board members—regarding matters within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed

<u>CSBA NOTE</u>: Public statements by Board members is a sensitive and complicated area of Board governance. As a result, many districts have established bylaws or other protocols for public statements by Board members; see BB 9010 - Public Statements.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the communityBoard Bylaw 9010 - Public Statements and should make clear that the response does not necessarily reflect the views of the Board as a whole. Any complaint or request shall forward any complaints or requests for information should be forwarded to the Superintendent in accordance with applicable Board bylaws.

CSBA NOTE: Electronic communications received and sent by Board members are subject to disclosure upon request pursuant to the Public Records Act (Government Code 7920.000 - 7930.215), including communications regarding district business sent or received on a Board member's personal account or device. For further information, see CSBA's, "Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications." It is recommended that districts with specific questions regarding this issue consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BP/AR 1340 - Access To District Records and BP/AR 3580 - District Records.

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, the Board member shall copy the communication to a district electronic storage device for easy retrieval.

CSBA NOTE: Pursuant to the U.S. Supreme Court's decision in Lindke v. Freed, a Board member's social media account becomes a public forum subject to the First Amendment when the Board member (1) has been granted the power to speak on behalf of the Board or the district and (2) claims to be actually exercising that power. The determination as to whether a Board member's action meets these two conditions is a fact-specific undertaking. It is recommended that districts with questions regarding this issue consult CSBA's District and County Office of Education Legal Services or district legal counsel.

This Bylaw does not apply to Board member electronic communications not related to district business or not conducted by a Board member in the Board member's official capacity.

SIERRA COUNTY OFFICE OF EDUCATION SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT Bylaw adopted: June 14, 2011

revised: June 13, 2017 revised: January 12, 2021

revised: ??, 2024

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

**Board Bylaws** 

**Bylaw 9220: Governing Board Elections** 

CSBA NOTE: The following bylaw is optional and should be revised to reflect district practice. While many district elections are governed by state law, some district elections are governed by the applicable city or county charter, or both. This bylaw is written based on state law but should be modified to the extent a city or county charter applies.

The filling of elective offices involves serious issues of constitutional and statutory concerns. Any district with questions related to local elections should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

### **Board Member Qualifications**

CSBA NOTE: Education Code 35107 details eligibility for Governing Board membership as specified below, including the requirement to be registered to vote. Elections Code 2201 lists the causes for cancelling an individual's voter registration, including, but not limited to, legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered to vote in another country or state.

Additionally, pursuant to certain provisions of the California Constitution and various state laws, the conviction of certain offenses makes a person ineligible to be a Board member, except when the person has been granted a pardon in accordance with law. For example, Article VII, Section 8 of the California Constitution prohibits anyone from holding public office if convicted of giving or offering a bribe to procure personal election or appointment. See the accompanying exhibit for a non-exhaustive list of such offenses.

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is: 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office.

Any(Education Code 35107)

A person who has is not eligible to be a member of the Board if they have been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California an offense(s) as specified in law or and the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board memberaccompanying Exhibit, except when the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee <u>duly</u> elected to the Board shall resign from district employment, <u>or shall otherwise</u> <u>cease being a district employee</u>, before being sworn in <u>or shall have</u>. <u>If a district employee duly elected to the Board is sworn in and remains a district employee, then</u> the employment <u>shall</u> automatically <u>terminated terminated</u> upon being sworn into office. (Education Code 35107)

<u>CSBA NOTE</u>: See CSBA's website for information about governing board services that may be shared with candidates.

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates Board candidate, upon request by the candidate, with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Additionally, the Superintendent or designee shall provide all candidates with Board candidate, upon request by the candidate, the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

# Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000. Proponents of 11386. To commence a recall are required toof a Board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified by law and to comply with otherany applicable law and formalities and county elections official directives. The Additionally, the recall petition, pursuant to Elections Code 11041, is required to shall be in the format provided by the Secretary of State and to include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

CSBA NOTE: Pursuant to Elections Code 11240, within 14 days after the regular Board meeting at which the Board received a certificate of sufficiency to recall a Board member, the Board is required to order a recall election and set a date for the recall election in accordance with law. Pursuant to Elections Code 11241, if the Board fails to do so, the elections official of the county is required to set the date for the recall election within five days after the expiration of the 14-day window.

Within 14 days after the <u>regular</u> meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from <u>thea</u> county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with (Elections Code <u>11381-11386.11240-11242</u>)

A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.

#### Consolidation of Elections

CSBA NOTE: The following optional section is for districts that currently hold their Board elections at a time that is not concurrent with municipal or statewide elections.

In general, Education Code 5000 and Elections Code 1302 require the regular election of Board members to be held on the first Tuesday after the first Monday in November of each odd-numbered year. However, in accordance with Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general election by adopting a Board resolution and submitting it to the County Board of Supervisors for approval. Most districts choose to consolidate their Board elections with the local municipal or state primary or general election.

Pursuant to Elections Code 14051-14052, districts are required to hold elections concurrent with statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout, as defined. Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution. For further analysis, see CSBA's, "Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections."

To reduce costs associated with conducting The Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition Additionally, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. (in accordance with Elections Code 14051, 14052).

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

**Elections Process and Procedures** 

CSBA NOTE: Pursuant to Election Code 15400, after each election, the Board is required to declare who has been elected to the Board.

For each election, upon certification by the County Board of Supervisors, the Board shall declare who has been elected to the Board in accordance with law. (Election Code 15400)

A Board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

CSBA NOTE: Any district with questions regarding the election process and procedures, particularly the California Voting Rights Act (Elections Code 14025-14032) should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Each Board member shall reside within the trustee area that the Board member represents but shall be elected by all voters in the district.

To ensure ongoing compliance with the California Voting Rights Acts, the <u>Trustee areas shall be balanced</u> by population as required by state and federal law.

CSBA NOTE: Elections Code 21100-21180, as added by AB 764, create the FAIR MAPS Act of 2023 which establishes a comprehensive set of rules that local governments must follow during the redistricting process.

Following each decennial federal census the Board shall adjust the boundaries of the district's trustee areas in accordance with Elections Code 21100-21180. (Education Code 5019.5)

CSBA NOTE: The following paragraph may be revised to reflect district practice. Districts using Option 2 or 3 should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs. Elections Code 10010 requires that a prospective plaintiff send written notice to the district prior to filing a complaint alleging that the method of election violates the CVRA so that the district will have the chance to cure any potential violations before the commencement of litigation. Even if the district cures the alleged violations, it may be required to pay reasonable costs incurred in supporting the written notice.

The Board may review the district's Board election method to determine whether any modification is necessary due.

CSBA NOTE: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Elections Code 10010 and 21100-21150 require the Board to follow procedural requirements and hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include an opportunity for public input regarding the proposed sequence of elections.

<u>If the district seeks to change its</u> election method is to be changed, the Board shall <u>follow procedural</u> requirements and hold public hearings in accordance with Elections Code <u>10100</u>10010 and 21100-

21150 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code 5019, and obtain approval from the county committee on school district organization having jurisdiction over the district- in accordance with Education Code 5019.

CSBA NOTE: The remainder of this section is for all districts. The Attorney General opined in 105
Ops.Cal.Atty.Gen. 182 (2022) that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. Any district that has already adopted a "by- trustee" election method should revise the following paragraph accordingly.

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by- trustee area" election method or trustee area boundaries have been adjusted.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per student basis. (Education Code 5091)

## Campaign Conduct

CSBA NOTE: Education Code 35177 authorizes boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. Based on the First Amendment, however, courts have imposed constraints on limitations on campaign expenditures and/or contributions limits. It is strongly recommended that, before adopting any campaign expenditures and/or contribution limits, the Board consult CSBA's District and County Office of Education Legal Services or district legal counsel, in order to ensure that the district's limits satisfy legal restrictions.

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations contributions, funding, and expenditures.

CSBA NOTE: Government Code 85300 generally prohibits the expenditure of public funds for the purpose of seeking elective office. However, Government Code 85300 permits a candidate to expend or accept public funds for the purpose of seeking elective office if the Board establishes a dedicated fund for that purpose, provided that both (1) the public funds are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference, and (2) the Board has established criteria for determining a candidate's qualifications. For school board elections, candidate qualifications are specified in state law (see section "Board Member Qualifications" above), and districts should not establish additional qualification requirements.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

CSBA NOTE: Pursuant to Elections Code 20440, county election officials are required to present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. However, neither the district nor opposing candidates have authority to enforce the pledge if it is violated. The following optional paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

# Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)-

- 1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
- 2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

CSBA NOTE: Pursuant to Elections Code 13307, a voter may receive by mail a voter's pamphlet that contains candidate statements or, when authorized by the elections official, may opt to obtain the voter's pamphlet and related materials electronically (i.e., from the elections official's web site or via email). When electronic distribution is authorized by the elections official, districts may choose, pursuant to Elections Code 13307, whether to permit Board candidates to prepare a statement for electronic distribution. If a candidate chooses to submit a statement for electronic distribution only, it will not appear in the mailed voter's pamphlet.

The following paragraph, which may be revised to reflect district practice, is for use by any district that authorizes electronic distribution of candidate statements in addition to or instead of the mailed voter's pamphlet.

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Whenever a tie makesthe County Superintendent of Schools certifies to the Board that there is a tie vote such that it is impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time and place shall determine the winner by lot. (Education Code 5016)

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

Bylaw adopted: April 10, 2007 revised: January 13, 2009 revised: September 10, 2013 revised: August 8, 2017 renamed: September 13, 2022 revised: June 21, 2023

revised: ??, 2024



# Sierra County/Sierra-Plumas Joint USD

# **Board Bylaws**

# **Exhibit 9220 – Governing Board Elections**

This exhibit is a non-exhaustive list of offenses the conviction of which disqualifies a person from holding public office, including as a Governing Board member of a school district, in the State of California.

- 1. <u>California Constitution, Article VII, Section 8: Giving or offering a bribe to procure personal</u> election or appointment
- 2. <u>California Constitution, Article VII, Section 8: Committing bribery, perjury, forgery, malfeasance in office, or other high crimes</u>
- 3. Penal Code section 67: Giving or offering a bribe to any executive officer in the state to influence any decision made by that officer in their official capacity
- 4. Penal Code section 68: While an executive or ministerial officer, employee, or appointee of the state, a county, a city, or another political subdivision of the state, asking for, receiving, or agreeing to receive any bribe to influence any decision made by that person in their official capacity
- 5. <u>Penal Code section 74: As a public officer, for gratuity or reward, appointing another person to public office, or permitting another person to exercise or discharge the duties of their office</u>
- 6. Penal Code section 88: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling
- 7. Penal Code section 98: While an officer, committing any of various bribery and corruption crimes against the public justice as specified in Penal Code 92-100, including bribing or threatening judges or jurors
- 8. Penal Code section 165: Giving or offering a bribe to a member of a city council or a board of supervisors to influence any decision made by that member in their official capacity
- 9. Penal Code section 424: While an officer of the state or of any county, city, town, or district of the state, or while otherwise charged with the receipt, safekeeping, transfer, or disbursement of public moneys, appropriating such moneys for personal use, or refusing to pay any public moneys as required by law
- 10. Penal Code section 2772: Interfering with the work of prisoners employed at a road camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind
- 11. Penal Code section 2790: Interrupting the work of prisoners employed at a public park or camp, or giving or attempting to give such prisoners any controlled substances, intoxicating liquors, firearms, weapons, or explosives of any kind
- 12. <u>Government Code section 1021: Committing designated crimes as specified in the California Constitution or state law</u>
- 13. Government Code section 1097: While a public official, being financially interested in a contract made in their official capacity, or by any body or board of which he or she is a member, or aiding or abetting a public official in committing such a violation

- 14. Government Code section 9055: While a member of the Legislature or of a legislative body of a city, county, city and county, school district, or other special district, committing any of various crimes against the Legislative power, including bribery and logrolling
- 15. Government Code section 9412: While a member of the Legislature, refusing to appear before the Senate, Assembly, or any committee of the Legislature after being summoned to testify, or while appearing before the Senate, Assembly, or any committee, refusing to be sworn or to answer any material and proper question, or refusing to produce, upon reasonable notice, any material and proper books, papers, or documents in their possession and under their control
- 16. <u>Elections Code section 20: Committing a felony involving accepting or giving, or offering to give, any bribe, the embezzlement of public money, extortion or theft of public money, perjury, or conspiracy to commit any of those crimes</u>
- 17. <u>Elections Code section 18501: While a public official, aiding the illegal casting of a vote at an election or otherwise facilitating the perpetration of election fraud</u>

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

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

<u>Board Bylaws</u> Bylaw 9223: Filling Vacancies

Events Causing a Vacancy

A vacancy on the Governing Board may arise from any of the following events:

- 1. The death of an incumbent (Government Code 1770)
- 2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of the office for the remainder of the term (Government Code 1770)
- 3. CSBA NOTE: Pursuant to Education Code
  5090, a vacancy resulting from a resignation occurs when the written resignation is filed with the
  County Superintendent of Schools having jurisdiction over the district, except where a deferred
  effective date is specified in the resignation so filed, in which case the resignation shall become
  operative on that date. Upon being filed with the County Superintendent, a written resignation,
  whether specifying a deferred effective date or otherwise, shall be irrevocable. Pursuant to
  Education Code 5091, a Board member may not defer an effective date of resignation for more
  than 60 days after the date the resignation is filed with the County Superintendent.
- 3. A Board member's resignation in accordance with Board Bylaw 9222 Resignation (Government Code 1770)
- 4. A Board member's removal from office by recall (Elections Code 11000<u>-11386</u>; Government Code 1770)
- 5. A Board member's ceasing to be a resident of the district (Government Code 1770)

CSBA NOTE: The following paragraph is for use by districts that have established trustee areas. In 105 Ops.Cal.Atty.Gen 182 (2022), the Attorney General has opined that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. See BB 9220 - Governing Board Elections.

- 6. A Board member ceases member's ceasing to inhabit the trustee area represented on by the Board (58 Ops.Cal.Atty.Gen. 888 (1975)) member (Government Code 1770)
- 7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
  - a. Upon district business with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days or, in the case of illness or other urgent necessity and upon a proper showing thereof, for more than 90 days

- c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board
- a.c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve during the absence. If two or more Board members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

8. A Board member's ceasing to discharge the duties of the office for the period of three consecutive months, except when prevented by illnesssickness or when absent from the state with the permission required by law (Government Code 1770)

CSBA NOTE: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal.

- 9. A Board member's conviction of a felony or any offense involving a violation of official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
- 10. A Board member's refusal or neglect to file the required oath within the time prescribed (Government Code 1770)
- 11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
- 12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

CSBA NOTE: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances.

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

# Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

- 1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)
- 2. When a vacancy occurs from between six months to and 130 days before a regularly scheduled Board election at which the vacant position is not scheduled to be filled, the vacancy shall be filled by a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which the person was elected to fill. (Education Code 5093)

CSBA NOTE: Pursuant to Education Code 5091, when a vacancy occurs outside of the statutory time windows identified in Items #1 or #2 above or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent must call an election to fill the vacancy.

3. When a vacancy occurs <u>any time</u> outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, <u>either order an election or make a provisional appointment</u> within 60 days of the date of the vacancy or the filing of the member's deferred resignation, <u>either order an election or make a provisional appointment. whichever is sooner.</u> (Education Code 5091, 5093)

# Eligibility for Appointment

CSBA NOTE: Persons applying or nominated to be appointed to fill a Board vacancy are required to meet the legal qualifications for serving as elected Board members. See BB 9220 - Governing Board Elections.

<u>In order to be appointed</u> to fill a vacancy on the Board, a person must meet the eligibility requirements specified in <u>Education Code 35107</u>, as <u>described in BBlaw and Board Bylaw</u> 9220 - Governing Board Elections.

#### **Provisional Appointments**

CSBA NOTE: The following optional paragraph should be modified to reflect district practice. While the Board is authorized to make a provisional appointment to fill a vacancy pursuant to Item #3 in the section "Timelines for Filling a Vacancy" above, the law does not specify procedures for making provisional appointments for vacancies; however, such procedures must comply with the requirements of the Brown Act. (Government Code 54950-54963)

See CSBA's publication, "Filling a Board Vacancy," for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates.

When, <u>as</u> authorized by law, <u>the Board has opted</u> to make a provisional appointment to fill a vacancy-on-the Board, the Board-shall advertise, by resolution, may approve the procedures for selecting the person to be provisionally appointed to fill the vacancy. These procedures may, but are not required to, include the following:

- 1. Advertising in the local media to solicit candidate applications or nominations. A
- 2. Establishing a committee consisting of less than a quorum of the Board shallto ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview

3. Interviewing the candidates at a public meeting, accept oral or written public input, and select

CSBA NOTE: Pursuant to Education Code 5092, once the Board has filled a vacancy by provisional appointment, the Board is required to post a notice. The notice is required to be posted in three public places in the district in addition to other notice requirements. Districts with trustee areas may want to post the notice in three public places within the trustee area of the vacant seat. Boards for districts with trustee areas are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding the requirement to post in three public places.

Pursuant to Education Code 5092, as amended by AB 1326 (Ch. 68, Statutes of 2023), the notice is also required to be posted on the district's website.

Within 10 days after the Board makes a provisional appointment to fill a Board vacancy, the Superintendent or designee, on behalf of the Board, shall post a notice of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice Superintendent or designee shall be published inpost the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district notice as follows: (Education Code 5092)

The notice shall contain: (Education Code 5092)

- 1. In three public places in the district or, if applicable, trustee area
- 2. On the district's website
- 3. In a newspaper of general circulation published in the district, if such a newspaper exists

The notice shall contain: (Education Code 5092)

- 1. The fact of the vacancy or resignation
- 4.2. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
- 2.3. The full name of the appointeeprovisional appointee to the Board and the date of the provisional appointee's appointment
- 3. The date of appointment
- 4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of Schools within 30 days of the provisional appointment, itthe appointment shall become an effective appointment

CSBA NOTE: Pursuant to Education Code 5091, an appointed Board member may only hold office until the next regularly scheduled district Board election. Thus, if a person is appointed to a board with three years remaining in their term, then it is likely that they will only serve through the second year as there typically would be a regularly scheduled district Board election at that point. There would need to be a special election concurrent with the regularly scheduled district Board election and final two years of the vacant term would be filed by the person elected in the special election.

The person appointed shall <u>only</u> hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon. (Education Code 5091)

CSBA NOTE: Pursuant to Education Code 5091, the County Superintendent is required to terminate a provisional appointment and order a special election if, within 30 days of the appointment, a petition requesting a special election to fill the vacancy is submitted by registered voters. Pursuant to Education Code 5091, any such petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis. Education Code 5091 also requires any such special election to be conducted not less than 88, nor more than 125, days following the County Superintendent's order of the election, unless the election may be consolidated with a regularly scheduled election that is to take place within 180 days after the issuance of the County Superintendent's order. For the conduct of Board elections, See BB 9220 - Governing Board Elections.

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee area, submit a petition for special election which that the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

# Appointment Due to Failure to Elect

CSBA NOTE: The following requirements apply when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (Item #13 in section entitled "Events Causing a Vacancy" above).

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

#### (Education Code 5328.5)

When, as authorized by law, the Board seeks to make an appointment because of a failure to elect, the Board, by resolution, may approve any additional the procedures for selecting the person to be appointed to fill the vacancy.

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

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revised: ??, 2024

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

#### **Board Bylaws**

**Bylaw 9320: Meetings And Notices** 

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with <u>stateapplicable</u> open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide <u>opportunities the opportunity</u> for <u>questions and comments by members of the public to directly address the Board</u>. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

CSBA NOTE: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

This prohibition against serial meetings also applies to communications via technology. Email exchanges, text/chat threads, or comments posted on a blog or social media account that result in a majority of the Governing Board "discussing among themselves" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. Pursuant to Government Code 54952.2, Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Additionally, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board. See BB 9012 - Board Member Electronic Communications.

In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's website, and (3) distributed (in a printed version) at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.

In accordance with law and as specified in Board Bylaw 9012 - Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

CSBA NOTE: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member.

However, an employeethe Superintendent or district official designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

CSBA NOTE: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (ADA) (42 USC 12132) and implementing regulations. Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services.

Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

Government Code 54953 requires the Board to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving <u>such</u> requests for accommodation <u>described above</u> shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, <u>54953.2</u>, <u>54954.1</u>, <u>54954.2</u>)

### Regular Meetings

CSBA NOTE: Education Code 35140 and Government Code 54954 mandate the Board to fix the time and location for its regular meetings by rule and regulation.

Unless otherwise <u>determined by the Board(s)</u>,

Ethe Sierra County Board of Education and the Sierra-Plumas Joint Unified School District Governing Board shall hold one regular joint meeting each month starting in January 2023. The regular joint meetings shall be held at 6:00pm on the second Tuesday of each month with the exception of June, July (as needed) and December unless otherwise specified on the annual meeting calendar. Meetings will be held at Sierra County Office of Education (109 Beckwith Road, Loyalton CA 96118) or Downieville Schools (130 School Street, Downieville CA 95936), alternating each month.

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. Government Code 54954.2 also requires that the agenda be posted on the district's website. Other posting requirements may apply where Board members are participating by teleconference as specified below.

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web sitewebsite. (Government Code 54954.2). One or more locations freely accessible to members of the public shall include the following, at minimum:

- 1. The meeting site listed on the agenda
- 2. Each school site within the district
- 3. All possible Post Office locations within the district

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda must list the address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting. Pursuant to Government Code 54957.5, when agenda materials are distributed to all or a majority of the Board less than 72 hours before a regular meeting and outside of regular business hours, the materials may be posted on the district's website in satisfaction of the Brown Act if specified requirements are met. Districts with questions regarding this exception are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BB 9322 - Agenda/Meeting Materials.

In addition, pursuant to the California Public Records Act (Government Code 7920.000 - 7930.215), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to inspection by any member of the public as specified in BP/AR 1340 - Access to District Records.

Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose-or. The records shall be posted on the district web site, consistent with Government Code 54957.5, website at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5) if distributed outside of business hours.

# Special Meetings

CSBA NOTE: Government Code 54956 permits the Board president or a majority of the Board to call a special meeting. When a majority of the Board has requested a special meeting on the same specific topic, the Superintendent or designee shall inform the Board and the meeting shall be organized and called. If an individual Board member desires a special meeting on a specific topic that has not been called by the Board president, the Board member should inform the Superintendent or designee rather than other Board members in order to comply with the Brown Act.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members- on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 - Actions by the Board. (Government Code 54956)

However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received website, and, at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the

item's consideration. (Government Code 54954.3)

# **Emergency Meetings**

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. (Government Code 54956.5)

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

- 1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
- 2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

An emergency means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A dire emergency means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

# Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and placelocation and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the placelocation where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the public notice requirements when holding a study session, retreat, public forum or other such meeting.

The Board may occasionally The Board may convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public. The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships. Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

# Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

- 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
- 2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
- 3. An open and noticed meeting of another body of the district
- 4. An open and noticed meeting of a legislative body of another local agency
- 5. A purely social or ceremonial occasion
- 6. An open and noticed meeting of a standing committee of the Board <u>established pursuant to</u> <u>Board Bylaw 9130 Board Committees</u>, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not subject topart of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

#### Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public-must make a payment or purchase in order to be admitted. Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

- 2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
- 3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
- 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
- 5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
- 6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
- 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
- 8. Attend conferences on nonadversarial collective bargaining techniques
- 9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
- 10. Interview a potential employee from another district

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings exempted from the boundary requirements, as specified in Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the <u>posted</u> regular <u>or special</u> meeting <u>placelocation</u> unsafe, <u>meetings</u> and the <u>deadline for posting the location has passed</u>, the <u>meeting</u> shall be held <u>for the duration of the emergency</u> at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of <u>special</u> meetings <u>pursuant to Government Code</u> <u>54956</u> by the most rapid available means of communication. (Government Code 54954)

#### Traditional Teleconferencing

A <u>Board member may participate in any meeting by teleconference is a meeting of the Board in</u>, which <u>Board members are in different locations</u>, connected by electronic means through includes both audio <u>and/or video-/audio so long as the following conditions are met:</u> (Government Code 54953)

- 1. All teleconferenced meetings shall be All votes taken during the meeting are by rollcall
- 2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)legislative body of a local agency

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address-the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

#### Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

- 1. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference
- 2. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting
- 3. At least a quorum of the members is within the district boundaries.

#### Teleconferencing by Individual Board Member Due to Just Cause

CSBA NOTE: Government Code 54953, as amended by AB 557 (Ch. 534, Statutes of 2023), authorizes a Board member, until January 1, 2026, to participate in a meeting by teleconference for just cause, as described below. Districts should be aware that the choice to participate in a meeting by teleconference due to just cause is at the sole discretion of the Board member and can be exercised at any time. Therefore, it is recommended that districts consider including teleconference access, as described below, as part of every meeting. Districts are also encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel to determine the best means of complying with Government Code 54953.

<u>Until January 1, 2026, A Board member may not appear remotely under emergency circumstances formore than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)</u>

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilizewhen there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda

- 2. Making the location of the Board member participating by teleconference open and accessible to the public
- 3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

- 1. All votes taken during the meeting are by rollcall
- 2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
- 3. The Board member participating by teleconference utilizes both audio and visual technology and to participate in the meeting

CSBA NOTE: Government Code 54953 requires Board members participating by teleconference due to just cause to publicly disclose, whether any individual 18 years of age or older is present at the Board member's location and, if so, the general nature of the member's relationship with each such individual before "any" Board action is taken, but does not specify the frequency of such disclosures. One option is for the Board member to make the initial disclosure at the start of the meeting and then make additional disclosures, if needed, each time an individual 18 years of age or older enters or exits the Board member's location. Another option is for the Board member to make separate disclosures before each Board action. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel to determine the best means of complying with this requirement.

- 4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with such individuals. (Government Code 54953)each such individual
- 1.5. The district shall also provide public is able to access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the remote platform as well as or service, in addition to public comment being available in person-and

The platform or service may require members of the public shall be able to offer to register in order to make public comments in real time. so long as the platform or service is not controlled by the district

<u>6.</u> The agenda <u>shall include</u> for the <u>meeting includes</u> information describing how members of the public can access the platform. <u>or service</u> (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in-optionthe platform or internet based service option, or a disruption disrupted such that is within the Board's control prevents members of public cannot access the meeting or give real-time public from offering public comments using comment, the eall-in-option or internet based service option, meeting may continue but the Board shallmay not take action on any agenda itemsitem until public access to the meeting disruption is restored resolved. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member mayshall be permitted to appear remotely, pursuant to the provisions below, participate

by teleconference for just cause for no more than two meetings per calendar year. (Government Code 54953) A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

- 1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
- 2. A contagious illness prevents a Board member from attending in person
- 3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
- 4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing by Individual Board Member Due to Emergency Circumstances

CSBA NOTE: Government Code 54953, as amended by AB 557 (Ch. 534, Statutes of 2023), authorizes a Board member, until January 1, 2026, to participate in a meeting by teleconference due to emergency circumstances, as described below.

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

<u>If from a the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)</u>

- 1. Including the location which is of the Board member participating by teleconference in the agenda
- 2. Making the location of the Board member participating by teleconference open and accessible to the public and
- 3. Posting the agenda at the location does not need of the Board member participating by teleconference

For the Board member to beparticipate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

- 1. All votes taken during the meeting are by rollcall
- 2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda. (Government Code 54953)
- 3. If the The Board member participates remotely, the Board member shall utilize participating by teleconference utilizes both audio and visual technology and to participate in the meeting

CSBA NOTE: Government Code 54953 requires Board members participating by teleconference due to emergency circumstances to publicly disclose whether any individual 18 years of age or older is present at the Board member's location and, if so, the general nature of the member's relationship with each such individual before "any" Board action is taken, but does not specify the frequency of such disclosures. One option is for the Board member to make the initial disclosure at the start of the meeting and then make additional disclosures, if needed, each time an individual 18 years of age or older enters or exits the Board member's location. Another option is for the Board member to make separate disclosures before each Board action. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel to determine the best means of complying with this requirement.

- 4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
- 5. The public is able to access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the remote-platform as well as or service, in person and the addition to public shall be able to offer comment being available in person
  - The platform or service may require members of the public to register in order to make public comments in real time. so long as the platform or service is not controlled by the district
- <u>6.</u> The agenda <u>shall include</u> for the <u>meeting includes</u> information describing how members of the public can access the platform. (<u>Government Code 54953</u>) or <u>service</u>

If a disruption prevents broadcasting the meeting to members of the public using the call in optionthe platform or internet-based service option, or a disruption disrupted such that is within the Board's control prevents members of public cannot access the meeting or give real-time public from offering public comments using the call in option or internet based service option, comment, the meeting may continue but the Board shall not take action on any agenda itemsitem until public access to the meeting disruption is restored resolved. (Government Code 54953)

Teleconferencing In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries,

CSBA NOTE: Pursuant to Government Code 54953, as amended by AB 557 (Ch. 534, Statutes of 2023), boards are authorized to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency.

<u>The Board may conduct a Board meeting entirely by teleconference</u> during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

- 1. State or local officials have imposed or recommended measures to promote social distancing
- 2.1. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees due to the

#### emergency

3.2. When itthe Board has been determined, by majority vote as described in pursuant to Item #21 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees due to the emergency

To conduct a The Board may hold a meeting by teleconference meeting for these purposes the following requirements shall be satisfied during a proclaimed state of emergency without: (Government Code 54953):

- 1. The notice and Including the location of Board members in the agenda shall be given and posted as otherwise
- 2. Making the locations of Board members open and accessible to the public
- 3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

- 1. All votes taken during the meeting are by the Brown Actrollcall
- 2. The notice and agenda of the meeting shall specify the means by which members of the public may public is able to access the meeting and offervia a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service
  - 2. If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments, including via a call in so long as the platform or internet-based service option is not controlled by the district

Members of the public may be required to register to log in to a meeting when making public-comments through an internet web site or other online platform that is operated by a third-party-and not under the control of the Board.

3. Members of the public shall be allowed to access the The agenda for the meeting, and the agenda shall provide an opportunity for includes information describing how members of the public to address the Board directly pursuant to Government Code 54954.3can access the platform or service

#### Members of

4. <u>If the platform or service is disrupted such that</u> the public shall not be required to submit public comments in advance of a Board cannot access the meeting and shall be provided an opportunity to address the Board and offer comments inor give real\_time

Public public comment periods shall not be closed, the meeting may continue but the Board may not take action on any agenda item until the timed disruption is resolved. (Government Code 54953)

For any public comment period, if such is offered by the Board, with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed or, if not timed, until. For any other public comment period, the Board shall allow a reasonable amount of time per agenda item has been allowed to allow members of the public to provide

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call in option or internet based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call in or internet based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment and to register to do so. (Government Code 54953)

The Board may continue to conduct <u>all</u> meetings by teleconference, <u>as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days</u>

after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code-54953)

- 1. The throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person
- 2. State or local officials continue to impose or recommend measures to promote social distancing . (Government Code 54953)

### SIERRA COUNTY OFFICE OF EDUCATION

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

Bylaw adopted: November 13, 2007

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revised: ??, 2024

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

#### **Board Bylaws**

Bylaw 9323.2: Actions By The Board

CSBA NOTE: Pursuant to Education Code 35164 and Government Code 54952.6, a simple majority vote of the membership of the Governing Board is necessary for an item to carry, even in those cases where some members are absent or seats are vacant. For instance, for districts with a five-member board, an item will pass with three votes, even if only three members are present or there is a vacancy. Education Code 35165 details the effect of a vacancy in districts with a seven-member board. For language regarding vote requirements when a board member abstains, see BB 9323 - Meeting Conduct. However, there are certain actions by the Board that require more than a simple majority vote, or that are required to occur, or may not occur, at a certain meeting or type of meeting; see E(1) 9323.2 for a non-exhaustive list of such actions.

The Board of Education The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

- 1. A collective decision by a majority of the Board members
- 2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
- 3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

CSBA NOTE: The Brown Act (Government Code 54950-54963) generally prohibits any action or discussion of items not on the posted agenda. However, Government Code 54954.2 provides for four specific and narrow situations in which the Board can act on an item not on the agenda, as specified below. Board members may also briefly respond to questions raised by members of the public concerning items not on the agenda; see BB 9323 - Meeting Conduct.

After publicly identifying the item, The Board may take action on a subject not appearing on the posted meeting agenda under any only after publicly identifying the item and if any one of the following conditions are met: (Government Code 54954.2)

- 1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
- 2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
- 3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

CSBA NOTE: Government Code 54954.2 provides that the Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda. If the timing of the request did allow for sufficient time to place it on the agenda, it cannot be acted upon unless it was agendized. For more information regarding Board meetings by teleconference, see Board Bylaw 9320 - Meetings And Notices.

4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

#### **Challenging Board Actions**

CSBA NOTE: Government Code 54960-54960.5 grants authority to the district attorney or any interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board. Pursuant to Government Code 54960.5, a court may award court costs and reasonable attorney's fees to a successful plaintiff. Prior to filing a civil action, the district attorney or interested party must send a written demand to the Board to "cure and correct" the alleged violation or prior action. The Board should consult with CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

- 1. Stopping or preventing the Board's violation or threatened violation of the Brown Act
- 2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions
- 3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:
  - a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
  - b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
  - c. The action is brought within the time required by Government Code 54960.2.
- 4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression
- 5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

- 1. Open meeting and teleconferencing (Government Code 54953)
- 2. Agenda posting (Government Code 54954.2)
- 3. Closed session item descriptions (Government Code 54954.5)
- 4. New or increased tax assessments (Government Code 54954.6)
- 5. Special meetings (Government Code 54956)
- 6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature

of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. to the district. If the alleged violation concerns action taken in an open session but inviolation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

- 1. Cure or correct the challenged action and inform the demanding party in writing of its actions to eure or district receives a proper demand from the district attorney's office or any interested person to "cure and correct."
- 2. Determine not to cure or correct the "an alleged violation and inform the demanding party in writing of its decision to not cure or correct.
- 3. Take no action. If the Brown Act, the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

consult with legal counsel on if and how to respond as provided by law. (Government Code 54960-54960.5)

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

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## Sierra County/Sierra-Plumas Joint USD

### **Board Bylaws**

Exhibit 9323.2 – Actions by the Board

#### RESTRICTIONS ON BOARD ACTIONS REQUIRING A SUPER MAJORITY VOTE

This exhibit is a non-exhaustive list of the Governing Board actions that require more than a majority vote as well as restrictions and prohibitions on when the Board may take certain actions. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Membership of the Board

CSBA NOTE: For an action requiring a two-thirds vote to pass, a three-member governing board will need two board members to vote in favor of the item and a five-member board will need four board members to vote in favor of the item. For a seven-member board, five board members will constitute two-thirds of the board except, pursuant to Education Code 35165, if there are one or two vacancies, in which case four board members will constitute two-thirds of the board.

- Resolution declaring the Governing Board's intention to sell or lease real property -(Education Code 17466)
- 2. 2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
- 3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision -(Education Code 17559)
- 4. 4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable -(Education Code 17481)
  - 5. —CSBA NOTE: Item #5 below is different from temporary borrowing pursuant to Government Code 53850- 53858, which requires only a simple majority vote of the Board.
- 5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) -(Government Code 53821)
- 6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district so long the proposed use of property is not for nonclassroom facilities (Government Code 53094)
- 7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 -(Education Code 48660)
- 8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school -(Education Code 48661)

- 9. Resolution of intentDecision to issue pursue the authorization and issuance of general obligation bonds with the approval pursuant to paragraph (3) of 55 percentsubdivision (b) of Section 1 of Article XIII A of the votersCalifornia Constitution and subdivision (b) of Section 18 of Article XVI of the district California Constitution (Education Code 15266)
- 10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code-15266)
- 11. Resolution to place a parcel tax on the ballot (Government Code 53724)
  - 1. 12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use -(Code of Civil Procedure 1245.240, 1245.245)
- CSBA NOTE: Item #11 is for use by districts governed by a three-member board that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which establishes a higher bid limit and a more informal bidding process for certain projects. For further information, see BP 3311.1 Uniform Public Construction Cost Accounting Procedures. Districts with a five- or seven-member board should delete Item #11 below. See Item #4 in the section "Actions Requiring a Four-Fifths Vote of the Board" below for the corresponding language for a district with a five- or seven-member board.
  - 10. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to letaward contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action -(Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

- 1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. -(Government Code 54954.2)
- 2. 2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. -(Government Code 54956.5)

Actions Requiring a Four-Fifths Vote of the Membership of the Board

CSBA NOTE: For an action requiring a four-fifths vote to pass, a three-member board will need a unanimous vote in favor of the item and a five-member board will need four board members to vote in favor of the item. For a seven-member board, six board members will constitute fourth-fifths of the board except, pursuant to Government Code 35165, if there is one or two vacancies, in which case five or four board members, respectively, will constitute fourth-fifths of the board.

<u>Items #1 and #2 below are different from borrowing pursuant to Government Code 53850-53858, which requires only a simple majority vote of the Board.</u>

- 1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
- 2. 2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year -(Government Code 53823-, 53824)
- 3. 3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification -(Public Contract Code 3400)
  - 4.—CSBA NOTE: Item #4 is for use by districts governed by a five-member or seven-member board. Districts with a three -member board should delete Item #4 below. See Item #11 in Section "Actions Requiring a Two- Thirds Vote of the Membership of the Board" above for the corresponding language for a district with a three-member board.

    Items #4-5 are for use by districts that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the UPCCAA. For further information, see BP 3311.1 Uniform Public Construction Cost Accounting Procedures.
- 4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to letaward contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action -(Public Contract Code 22035, 22050)
- 5. \_\_\_\_Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable -(Public Contract Code 22034)

Action Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. A four fifths vote of the Board members present at the meeting shall be required to approve Approval of the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)

Actions Requiring a Unanimous Vote of the Membership of the Board

- 1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil -(Education Code 17510-, 17511)
- 2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools -(Public Contract Code 20113)

ActionActions Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. 1. Private sale of surplus property without advertisement in order to establish that such

property is not worth more than \$2,500. -Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. -(Education Code 17546)

#### Actions Required to Occur During a Regular Board Meeting

- 1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)
- Discussion or action regarding the contract, salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

#### Prohibitions on Certain Board Actions

CSBA NOTE: Pursuant to Education Code 35150, as added by SB 494 (Ch. 875, Statutes of 2023), the Board is prohibited from taking action to terminate the Superintendent or Assistant Superintendent as specified in the following paragraph.

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)

CSBA NOTE: Pursuant to Government Code 54230.7, as added by SB 229 (Ch. 774, Statutes of 2023), districts disposing of surplus land that received a notification of violation from the Department of Housing and Community Development are required to hold an open and public meeting to review and consider the substance of the notice of violation and may not take final action to ratify or approve the proposed disposal until a public meeting is held.

4.2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice

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

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