

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

February 13, 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/j/88417384536>*

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

*Webinar ID: 884 1738 4536*

**Board Members:**

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

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

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

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

*Area 5: VACANT*

*Any individual who requires disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent(s) or designee in writing.*

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

*Public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting, will be made available at Sierra County Office of Education, Room 3, 109 Beckwith Road, Loyalton, CA, 96118, and posted with the online agenda at <http://www.sierracountyofficeofeducation.org> (Government Code 54957.5).*

**A. CALL TO ORDER**

*Please be advised that this meeting will be recorded.*

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PUBLIC COMMENT FOR CLOSED SESSION**

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

**E. CLOSED SESSION**

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

1. Government Code 54957  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
2. Government Code 54957.6  
CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organizations:

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

**F. RETURN TO OPEN SESSION and ADJOURN FOR BREAK**

**G. 6:00PM – RECONVENE**

**H. FLAG SALUTE**

**I. REPORT OUT FROM CLOSED SESSION**

**J. BOARD ORGANIZATION**

1. Candidate Interviews for the Board Trustee vacancy for District #5
  - a. Richard Jaquez\*\*
  - b. Dorie Gayner\*\*
2. Discussion and Public Input
3. Appointment to fill vacancy
4. The District Superintendent shall give the Oath of Office to the newly appointed Trustee
5. The President shall call for the election of the Clerk for 2024
6. Discussion and possible approval of revised Board Meeting calendars for 2024\*\*

**K. INFORMATION ITEMS**

1. Superintendent Reports
  - COUNTY—SCOE
    - a. County update
  - DISTRICT—SPJUSD
    - b. Report on progress of 2023-2024 goals\*\*
    - c. Governor's January Budget Proposal\*\*
    - d. Facilities update
    - e. Phone System/P.A. update
    - f. Received termination notice from Cara Bowling for services as MHSSA Grant Administrator and Youth Wellness Coordinator, effective February 1, 2024
2. Business Report
  - a. Account Object Summary-Balance from 07/01/2023 to 01/31/2024
    1. SCOE\*\*
    2. SPJUSD\*\*
  - b. Fifth Month SPJUSD Enrollments for the 2023-2024 School Year\*\*
3. Staff Reports
  - a. SCOE
  - b. SPJUSD
4. SPTA Report
5. Committee/Board Member Reports

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

#### **L. CONSENT CALENDAR**

1. Approval of minutes for the Regular Joint Meeting held January 09, 2024\*\*
2. Approval of minutes for the Special Joint Meeting held January 29, 2024\*\*
3. Approval of Board Report-Checks Dated 01/01/2024 through 01/31/2024
  - a. SCOE\*\*
  - b. SPJUSD\*\*
4. Approval of the following SPJUSD personnel items:
  - a. Acceptance of resignation for Miranda Prakash, 2023-2024 Athletic Director for Grades 6-8, Loyalton, effective December 22, 2023
  - b. Assignment of Sheri Roen, 2023-2024 Athletic Director for Grades 6-8, Loyalton, effective December 23, 2023

#### **M. ACTION ITEMS**

1. New Business

##### **COUNTY—SCOE**

##### ***PUBLIC HEARING—Collective Bargaining Agreements Public Disclosure***

- a. Public Hearing to receive public comment regarding the Tentative Agreements in items b-e for County Employees, per AB 1200 and Government Code 3547.5\*\*
- b. Approval of the Tentative Agreement for the Sierra-Plumas Teachers' Association for 2023-2024 Negotiations\*\*
- c. Approval of the Tentative Agreement for the Administrative Employees for 2023-2024 Negotiations\*\*
- d. Approval of the Tentative Agreement for the Classified Employees for 2023-2024 Negotiations\*\*
- e. Approval of the Tentative Agreement for the Confidential Employees for 2023-2024 Negotiations\*\*

##### **DISTRICT—SPJUSD**

##### ***PUBLIC HEARING—Collective Bargaining Agreements Public Disclosure***

- f. Public Hearing to receive public comment regarding the Tentative Agreements in items g-i for District Employees, per AB 1200 and Government Code 3547.5\*\*
- g. Approval of the Tentative Agreement for the Sierra-Plumas Teachers' Association for 2023-2024 Negotiations
- h. Approval of the Tentative Agreement for the Administrative Employees for 2023-2024 Negotiations
- i. Approval of the Tentative Agreement for the Classified Employees for 2023-2024 Negotiations
- j. Approval of Update to Contract No. 2024-007D, Employment Agreement for District Superintendent, Sean Snider\*\*
- k. Approval to purchase Chevy Suburban for LHS Agriculture Program\*\*

- l. Approval of MOU with Toddler Towers Inc. for the Expanded Learning Opportunity Program (ELO-P), Contract No. 2014-014D\*\*
- m. Approval of the ELO-P Plan for SPJUSD\*\*
  - 1. ELO-P Aide Job Description\*\*
  - 2. ELO-P Instructor Job Description\*\*
  - 3. Classified Salary Range Schedule adding ELO-P positions\*\*
- n. Approval of Contract No. 2024-015D with Kate Crist for Literacy Professional Development\*\*
- o. Approval of Contract No. 2024-016D with AEDIS Architects for Architectural Services\*\*
- p. LCAP 2023-2024 Mid-Year update\*\*
- q. First reading of the A-G Completion Improvement Grant Plan\*\*
- r. Approval of Safe Schools Plan, annual review and revisions (excerpt)\*\*  
 (this plan can be found in its entirety on our website [www.sierracountyschools.org](http://www.sierracountyschools.org);  
 direct link to School Safety Plan folder:  
[https://www.sierracountyschools.org/apps/pages/index.jsp?uREC\\_ID=4098612&type=d&PRID=2495573](https://www.sierracountyschools.org/apps/pages/index.jsp?uREC_ID=4098612&type=d&PRID=2495573))

**BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS**

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

The Board may require additional readings if necessary.”

- s. 0410—Nondiscrimination in District Programs and Activities
  - 1. Board Policy, *revisions*\*\*
- t. 1312.2—Complaints Concerning Instructional Materials
  - 1. Board Policy, *revisions*\*\*
  - 2. Administrative Regulation, *revisions*\*\*
  - 3. Exhibit, *revisions*\*\*
- u. 6143—Courses of Study
  - 1. Administrative Regulation, *revisions*\*\*
- v. 6161.1—Selection and Evaluation of Instructional Materials
  - 1. Board Policy, *revisions*\*\*
  - 2. Administrative Regulation, *revisions*\*\*
  - 3. Exhibit, *revisions*\*\*
- w. 6161.11—Supplementary Instructional Materials
  - 1. Board Policy, *revisions*\*\*
- x. 6163.1 Library Media Centers
  - 1. Board Policy, *revisions*\*\*

**N. ADVANCED PLANNING**

- 1. The next Regular Joint Board Meeting will be held on March **05 or 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

O. ADJOURN



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James Berardi,  
County Superintendent



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Sean Snider,  
District Superintendent

\*\* enclosed

\* handout

^^ prior meeting handout

James Berardi, County Superintendent – [jberardi@spjUSD.org](mailto:jberardi@spjUSD.org)

Sean Snider, District Superintendent – [ssnider@spjUSD.org](mailto:ssnider@spjUSD.org)

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

*Vacant*, Director of Business Services/CBO

Office: 530-993-1660 x0

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

JAN. 26, 2024

SEAN SNIDER  
SPJUSD SUPERINTENDENT

Dear Sean,  
It is my intent to notify you of my interest in the vacancy of School Board Trustee in district #5 Area.

I feel some of my past experiences such as Site Council member of Loyalton Intermediate School, Loyalton Little League President, City of Loyalton Zoning Committee. Also having experience with SPJUSD classified employees as a representative. Not to mention many years coaching LHS girls & boys varsity sports.

Being Born and raised in Loyalton and also raising our family in the community, I feel that I have good morals and values to add to decisions that impact our schools.

Sincerely  
Ruell Jang



PO Box 208  
100 Railroad Ave. Suite #5  
Loyalton, CA 96118

January 30, 2023

Sierra-Plumas Joint Unified School District  
James Berardi, County Superintendent  
P.O. Box 955  
109 Beckwith Rd  
Building 1 or 3.  
Loyalton, CA 96118

**Re: Board Trustee Re-appointment District 5 – City of Loyalton – Letter of Intent**

Dear County Superintendent Berardi, District Superintendent Snider, and SPJUSD School Board members,

I am writing to inform you that I am still interested in serving as a trustee of the Sierra Plumas Joint Unified District Governing Board and serving on the Sierra County Board of Education. I stepped down because I had incompatible offices and did not want to cause harm to either entity. The city and school attorney suggested this would be the safest thing to do.

I am highly qualified for this position because of my experience; I have been in Education for over thirty years. First, I was a camp counselor for the Easter Seals Society during summers during college. Then, I was a classroom teacher. I taught all ages and many subjects in four different states. (Michigan, Illinois, Colorado, and California). I facilitated The School to Career grant in Long Beach, California. I passed the Colorado State Principal Licensure test and spent a summer in Administration. I have seen all sides of the Education System and would like to stay involved.

My degree has allowed me to teach all ages, K-12. I graduated in May of 1986 from Albion College with a bachelor's degree in education; then, I returned to school for a master's degree in administration in 2014. I have a Vocational Certificate, and my CLAD. I have coached Basketball, Volleyball, and Tennis. I have sponsored clubs and chaperoned too many events to count.

I took ten years off when my children were born, got my real estate license, worked on my Art, and focused on my children. I became the president of the Foundation/PTA at my children's school in La Jolla. I painted murals with students at



PO Box 208  
100 Railroad Ave. Suite #5  
Loyalton, CA 96118

Muirland's Middle School: I started a fundraiser selling tiles to glaze, and now a whole wall of tiles is hanging outside the gym. I was president of the Foundation and incredibly involved in the PTA. Even as a stay-at-home mother, I stayed connected to the schools. I love children and am enthusiastic about Education and creating new experiences for them.

I stopped teaching in 2020 to start a business with my husband, and I have a woman-owned small business in Loyalton. We work to mitigate land and help the environment in multiple ways.

I want to continue to be involved in our community. I volunteer at the Food Bank. I did first- and fourth-year student interviews at the High School and Federal Prison. I helped with FFA judging, had booth Art and Ag for kids to marbleize paper, and helped with Timberfest. I teach Art weekly to Sierra Pass students and will continue to find ways to be involved in this beautiful community. I believe in our Education System and the School Board. Our children need us, and I would like to be a part of bettering their future.

Sincerely,

Dorie Gayner  
Chief Administrative Officer  
G4 Environmental, LLC  
dorie@g4enviro.com  
858-204-6700  
www.g4environmental.com



**SIERRA COUNTY BOARD OF EDUCATION  
and  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD**

**2024 Joint Meeting Schedule**

All regular meetings are held on the second Tuesday of the month with the exception of *July* and *December*.

JANUARY 09, 2024 .....	Loyalton
FEBRUARY 13, 2024.....	Downieville
MARCH <del>12</del> 05, 2024 .....	Loyalton
APRIL 09, 2024 .....	Downieville
MAY 14, 2024.....	Loyalton
JUNE 11, 2024 .....	Downieville
JULY 30, 2024 ( <i>last Tuesday</i> ) .....	Loyalton
AUGUST 13, 2024 .....	Downieville
SEPTEMBER 10, 2024.....	Loyalton
OCTOBER 08, 2024.....	Downieville
NOVEMBER 12, 2024 .....	Loyalton
DECEMBER 13, 2024 ( <i>second Friday</i> ).....	Downieville

The **Sierra County Board of Education** and the **Sierra-Plumas Joint Unified School District Governing Board** joint regular meetings will begin at 6:00 pm.

Closed Session may be held before or after the regular meeting.

Special Meetings and Emergency Meetings will be held in Loyalton unless otherwise noted on the agenda.

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

**SIERRA COUNTY BOARD OF EDUCATION  
and  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD**

**2024 Schedule of Annual Governance Matters**

\* \*Timelines are subject to change based on the availability of information for each corresponding item at the time of the agenda postings\* \*

**JANUARY 09, 2024..... Loyaltton**

- Acceptance of the 2022-2023 Audit Reports
- Approval of the Quarter 2 report on Williams Uniform Complaints
- Approval of the SARC reports
- Approval of the Pesticide Use Reporting for 2023
- Approval of the Integrated Pest Management Plan for 2024

**FEBRUARY 13, 2024..... Downieville**

- District Superintendent’s report on progress of 2023-2024 goals
- Approval of the 2024-2025 Interlocal Contract with Washoe County School District
- Bi-Annual review of Safe Schools Plan

**MARCH ~~12~~19, 2024..... Loyaltton**

- Begin 2023-2024 District Superintendent Evaluation process
- Approval of the 2023-2024 Second Interim reports
- Approval of the 2024-2025 School Calendars

**APRIL 09, 2024..... Downieville**

- Approval of the Quarter 3 report on Williams Uniform Complaints
- 2024-2025 Extra Duty Assignments and Stipends to be filled

**MAY 14, 2024 ..... Loyaltton**

- District Superintendent’s final report on 2023-2024 goals
- District Superintendent’s draft presentation of 2024-2025 goals (Closed Session)
- Presentation of 2024-2025 proposed LCAP
- Public Hearing for the 2024-2025 LCAP
- Public Hearings for the 2024-2025 Budgets
- Public Hearings for the 2024-2025 Proposition 30 (EPA) Funding

**JUNE 11, 2024 ..... Downieville**

- District Superintendent’s 2023-2024 Evaluation (Closed Session) - complete by June 30, 2024
- District Superintendent presents 2024-2025 goals
- Annual Services Agreements for 2024-2025 between SCOE and SPJUSD
- Public Hearing for the 2024-2025 SELPA Annual Service and Budget Plan
- Approval of the 2024-2025 SELPA Annual Service and Budget Plan
- Approval of the 2024-2025 LCAP

- Adoption of the 2024-2025 Budgets
- Annual review of policies:
  - 5116.1—Intradistrict Open Enrollment
  - 6145—Extracurricular and Cocurricular Activities

**JULY 30, 2024 (*last Tuesday*)..... Loyalton**

- Approval of the Quarter 4 report on Williams Uniform Complaints
- Authorization to submit the 2024-2025 Consolidated Applications
- Resolutions authorizing 2024-2025 Fund Transfers between SPJUSD and SCOE

**AUGUST 13, 2024 ..... Downieville**

- Public Hearings for the Declaration of Need for Fully Qualified Educators
- Approval of the Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year
- Approval of the CBEST Waiver for Substitute Teachers
- Approval of the Certificated Substitute Lists
- Approval of Assignments to Teach Core Subjects out of Credential Authorization for the 2024-2025 School Year

**SEPTEMBER 10, 2024 ..... Loyalton**

- Resolutions for Adopting the Gann Limits
- Adoption of Unaudited Actuals for the Fiscal Year Ending June 30, 2024

**OCTOBER 08, 2024 ..... Downieville**

- Approval of the Quarter 1 report on Williams Uniform Complaints
- Public Hearings regarding the Sufficiency of Textbooks and Instructional Materials
- Resolutions declaring Sufficiency of Textbooks or Instructional Materials for the 2024-2025 School Year
- Bi-Annual review of Safe Schools Plan

**NOVEMBER 12, 2024..... Loyalton**

- Career Technical Education (CTE) 2023-2024 annual report
- California Assessment of Student Performance and Progress (CAASPP) 2023-2024 annual report

**DECEMBER 13, 2024 (*second Friday*)..... Downieville**

- Annual Organizational Meeting
- County Office of Education/District Office closed to the public for Winter Break: TBD
- 2024-2025 First Interim Reports
- First reading of SARC reports
- Begin review of budget for potential layoffs ~ notices must be delivered by March 15<sup>th</sup>

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# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent

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

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## Superintendent's Goals for 2024-2025 Sean Snider Presented to the Board of Trustees June 12, 2024

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

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## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent


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

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2. November 14, 2023
3. December 12, 2023
4. January 9, 2024

4. Show evidence of reduced deficit spending at first interim and second interim budget reports, and present an adopted 2024 budget that closes the spending gap compared to 2023.


1. This will be reflected in the Second Interim Budget Adjustments in March, and in the 2024-25 budget presented for Board approval in June.



**School Services of California**  
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## Governor's Proposals for the 2024-25 State Budget and K-12 Education

**Sierra-Plumas Joint Unified School District**



### Governor's Budget Themes

- Governor Gavin Newsom measures a \$37.9 billion budget shortfall, due largely to 2022 tax collections well below the budget's assumptions
- The Governor's Budget proposal protects the education budget against the local impact of a nearly \$12 billion reduction in Proposition 98 resources that, if unmitigated, would undoubtedly harm our students and the cadre of professionals who dedicate their lives to teaching and supporting them
- Proposal attempts to ensure that the education profession remains an attractive career choice by removing obstacles to entry and enabling agencies to provide competitive wages
- Governor's focus is on students whose learning was and continues to be deeply impacted by the COVID-19 pandemic
- The Governor's Budget uses less pessimistic revenue assumptions than the Legislative Analyst's Office (LAO)



## Proposition 98

- The Proposition 98 budget is a story of correction and normalization

### Good News

- The historic increases in Proposition 98 from 2019-20 through 2021-22 resulted in significant financial investments to combat the impacts of the pandemic
- The state is better prepared to weather a financial downturn due to record levels of reserves

### Bad News

- The \$26 billion shortfall of tax revenues for 2022-23 turned a normal year into one where it appears that the state provided money above the minimum guarantee
- The Governor's solution to mitigate this shortfall is unprecedented and not widely or clearly understood, which creates risk for local educational agencies (LEAs)

## The Education Budget and Local Impact

- The Governor continues with the theme of "correction and normalization"

### Good News

- Despite the significant underperformance of General Fund revenues in 2022-23, the Governor is not proposing any new cuts or deferrals to K-12 education core programs
- General Fund revenue spikes in 2021-22 were used for one-time purposes and that is now paying dividends

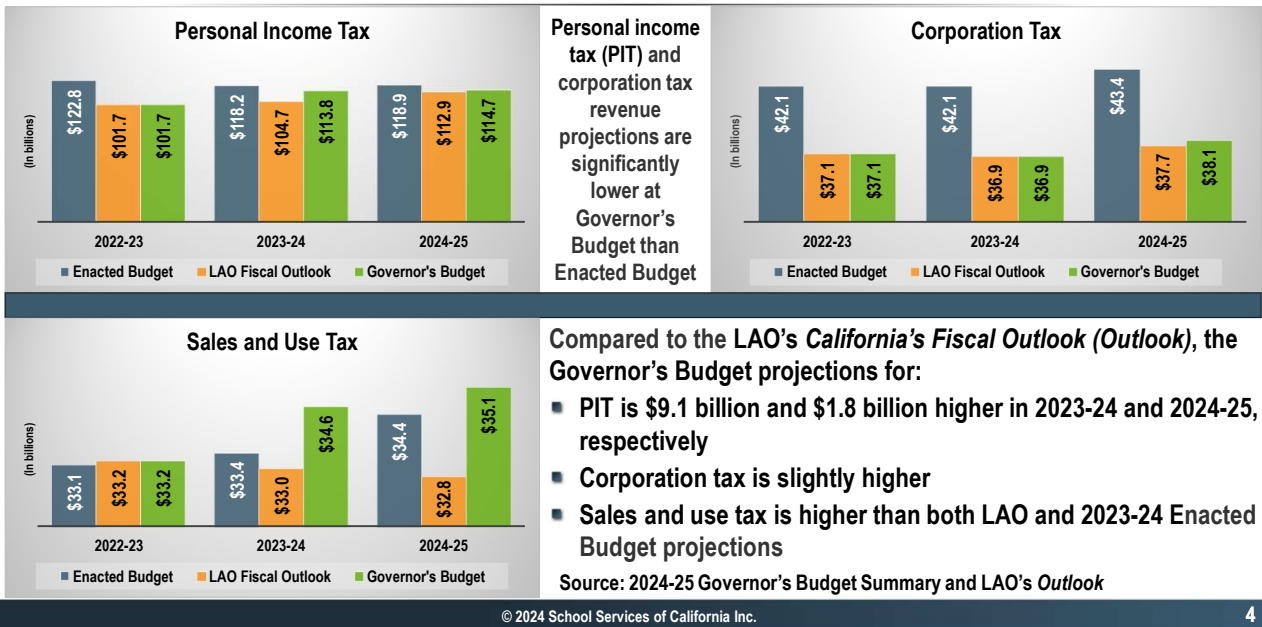
### Bad News

- Education is facing a "COLA<sup>1</sup>-only" year where the projected statutory COLA is significantly less than 2023-24 and anticipated for 2024-25 trending

<sup>1</sup>Cost-of-living adjustment

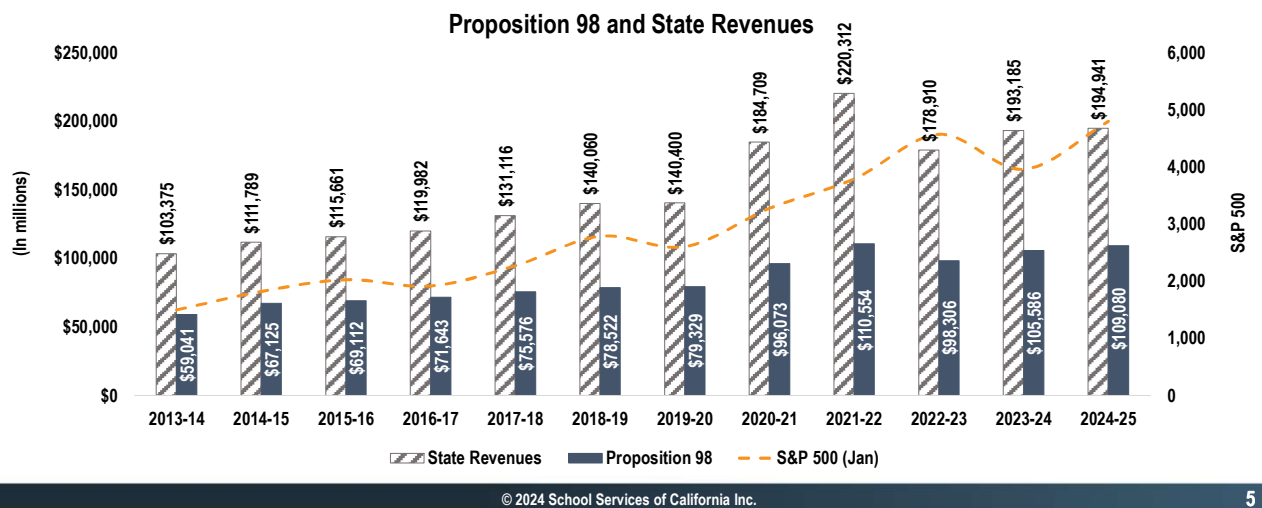
# Governor's Proposals for the 2024-25 State Budget and K-12 Education

## Big Three Taxes—Governor's Budget vs. LAO's Outlook



## Proposition 98 Over Time

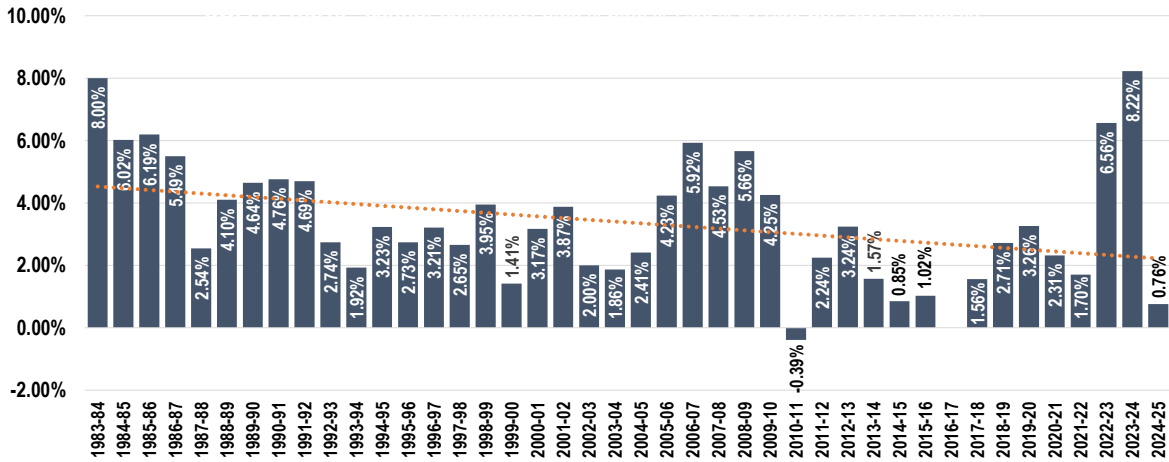
- As we have noted before, General Fund revenues rely heavily on California's top earners
- Even with the downward adjustments, Proposition 98 continues an upward overall trend





## Historical Statutory COLAs

- The statutory COLA for 2024-25 feels anomalous relative to the last two years, but when looking back, COLA is beginning to normalize to historical trends—COLAs above 6% are the anomalies



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## What's Not in the Education Budget?



### Proposition 98 Cuts

Despite the significant drop in the minimum guarantee from 2021-22 to 2022-23, the Governor's Budget proposes no cuts in overall Proposition 98 funding

### Deferrals

Due to the Governor's Budget revenue assumptions and the Administration's treatment of the Proposition 98 minimum guarantee, there is no need for the state to defer payments to LEAs

### Sweeps

Unlike last year, the Governor's Budget does not include any proposals to sweep unallocated funds from programs, such as the Community Schools Partnership Program, so LEAs planning for those funds can breathe a sigh of relief . . . *for now*

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# Governor’s Proposals for the 2024-25 State Budget and K-12 Education

## 2024-25 LCFF<sup>1</sup> Funding Factors

Grade Span	TK-3	4-6	7-8	9-12
2023-24 Base Grant per ADA <sup>2</sup>	\$9,919	\$10,069	\$10,367	\$12,015
0.76% COLA	\$75	\$77	\$79	\$91
2024-25 Base Grant per ADA	\$9,994	\$10,146	\$10,446	\$12,106
Grade Span Adjustment	\$1,039	–	–	\$315
2024-25 Adjusted Base Grant per ADA	\$11,033	\$10,146	\$10,446	\$12,421
20% Supplemental Grant per ADA <sup>3</sup>	\$2,207	\$2,029	\$2,089	\$2,484
65% Concentration Grant per ADA <sup>4</sup>	\$3,227	\$2,968	\$3,055	\$3,633
TK <sup>5</sup> Add-On (inclusive of COLA)	\$3,067	–	–	–

<sup>1</sup>Local Control Funding Formula

<sup>2</sup>Average daily attendance

<sup>3</sup>Maximum amount per ADA—to arrive at LEA’s grant amount, multiply adjusted base grant per ADA by 20% and unduplicated pupil percentage (UPP)

<sup>4</sup>Maximum amount per ADA—to arrive at LEA’s grant amount, multiply adjusted base grant per ADA by 65% and UPP above 55%

<sup>5</sup>Transitional kindergarten

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## Fluctuating Statutory COLAs From the Department of Finance

- The changing statutory COLA is NOT related to the state’s financial health
  - Rather, the statutory COLA is computed using federally aggregated metrics
- The statutory COLA is a calculated percentage, but the Governor and Legislature must still determine whether there is sufficient money to fund the statutory COLA
- The significant projected decline in 2024-25 is the result two primary factors:
  - Reversal in price increases that occurred in 2022
  - Revisions to historical data points

	2024-25	2025-26	2026-27
January 2024	0.76%	2.73%	3.11%
June 2023	3.94%	3.29%	3.19%
Percentage Point Decrease	-3.18	-0.56	-0.08

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## What Does the LCFF Mean for Sierra Plumas USD?

Sierra Plumas Estimated —2024-25		
2024-25 LCFF Per-ADA Funding	Projected 2024-25 ADA	Projected 2024-25 LCFF Total Revenue
\$ 17,191	367	\$ 6,309,900

## State Categorical Programs Receiving COLA

- The Governor’s Budget includes \$65 million to fund the 0.76% COLA for the Equity Multiplier and the following programs:

Adults in Correctional Facilities

American Indian Early Childhood Education Program

American Indian Education Centers

Charter School Facility Grant Program

Child Nutrition

Mandate Block Grant

Special Education

Youth in Foster Care

## SSC Financial Projection Dashboard

		Planning Factors				
		2023-24	2024-25	2025-26	2026-27	2027-28
DOF <sup>1</sup> Planning COLA		8.22%	0.76%	2.73%	3.11%	3.17%
California CPI <sup>2</sup>		3.36%	2.83%	2.70%	2.72%	2.72%
CalSTRS <sup>3</sup> Employer Rate		19.10%	19.10%	19.10%	19.10%	19.10%
CalPERS <sup>4</sup> Employer Rate		26.68%	27.80%	28.50%	28.90%	30.30%
Unemployment Insurance		0.05%	0.05%	0.05%	0.05%	0.05%
California Lottery	Unrestricted per ADA	\$177.00	\$177.00	\$177.00	\$177.00	\$177.00
	Restricted per ADA	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
Mandate Block Grant (District) <sup>5</sup>	Grades K-8 per ADA	\$37.81	\$38.10	\$39.14	\$40.36	\$41.64
	Grades 9-12 per ADA	\$72.84	\$73.39	\$75.39	\$77.73	\$80.19
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$19.85	\$20.00	\$20.55	\$21.19	\$21.86
	Grades 9-12 per ADA	\$55.17	\$55.59	\$57.11	\$58.89	\$60.76

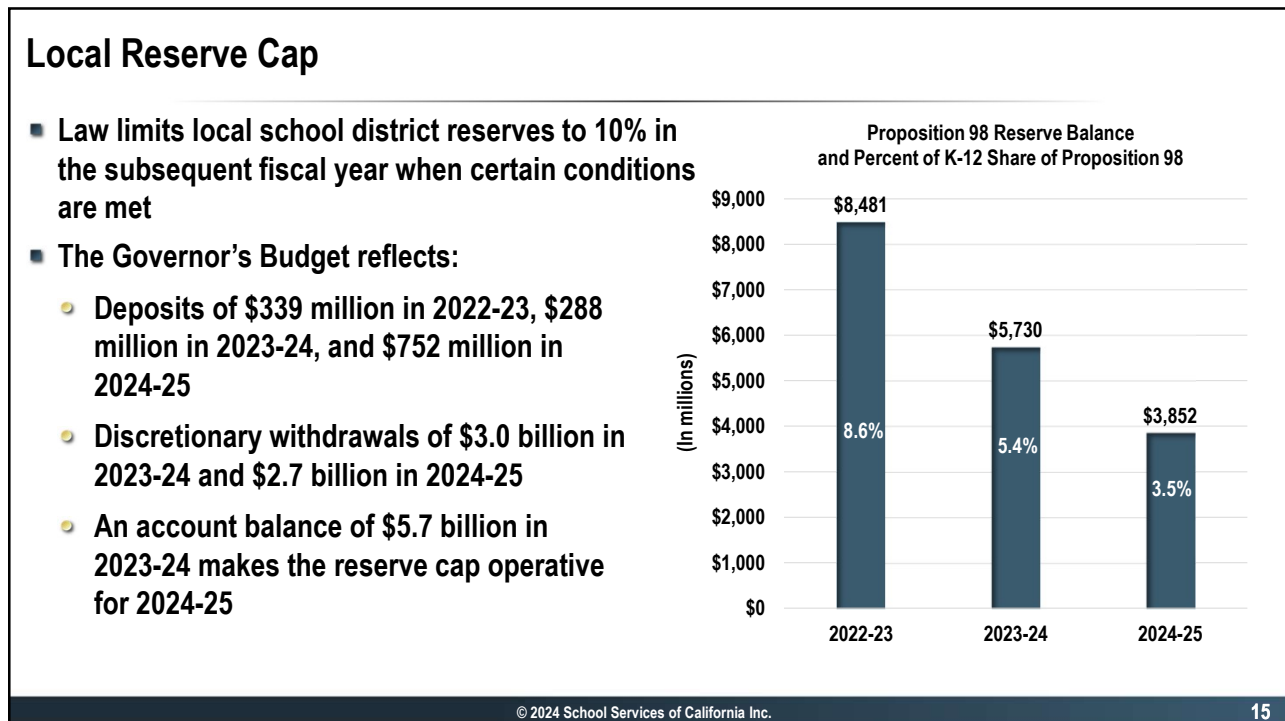
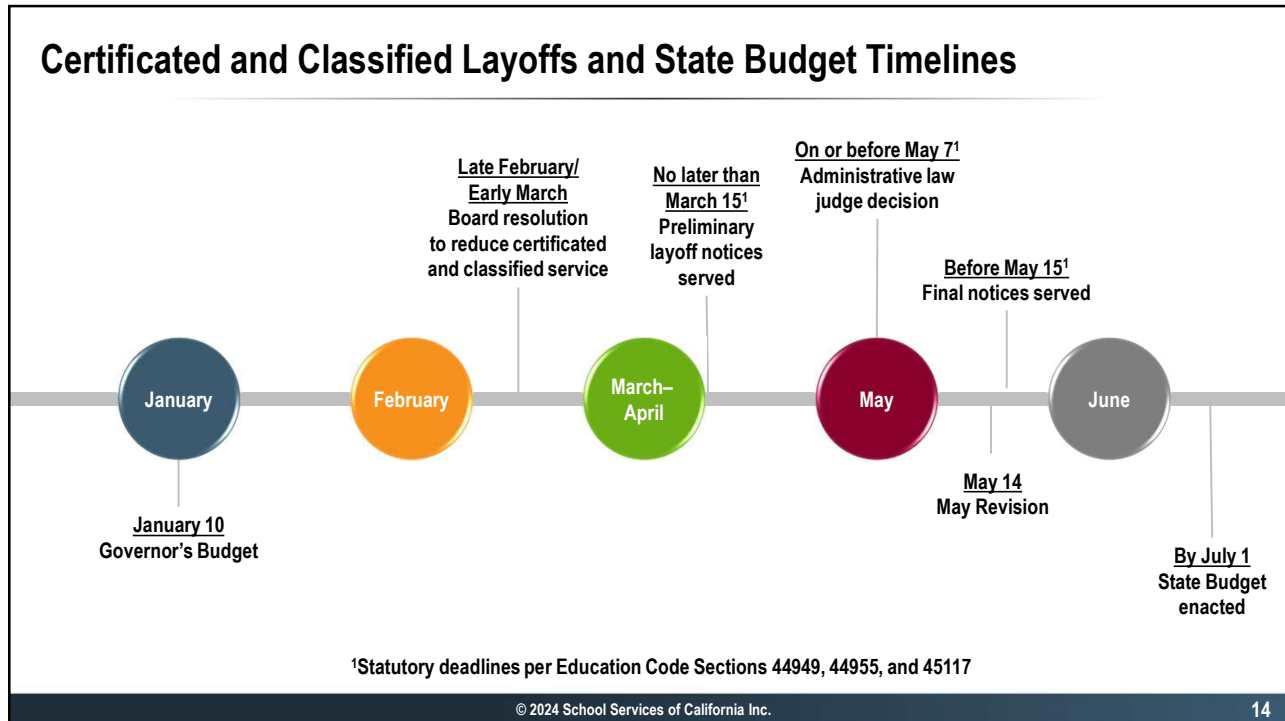
<sup>1</sup>Department of Finance, <sup>2</sup>Consumer Price Index, <sup>3</sup>California State Teachers’ Retirement System, <sup>4</sup>California Public Employees’ Retirement System, <sup>5</sup>COE Mandate Block Grant: \$38.10 per ADA grades K-8; \$73.39 per ADA grades 9-12; \$1.28 per unit of countywide ADA

## Minimum Wage—Future Forecast

- The minimum wage increased to \$16.00 on January 1, 2024, and School Services of California Inc. (SSC) projects an increase of about 40¢-50¢ each January thereafter
- Employers should review city or county ordinances to determine if any local minimum wage standards apply

Minimum Wage <sup>1</sup>	Effective Date: >25 Employees	Effective Date: ≤25 Employees	Exempt Minimum Salary (Weekly)	Exempt Minimum Salary (Monthly)	Exempt Minimum Salary (Annually)
\$15.50/hour	January 1, 2023		\$1,240	\$5,373	\$64,480
\$16.00/hour	January 1, 2024		\$1,280	\$5,547	\$66,560
\$16.50/hour	January 1, 2025		\$1,320	\$5,720	\$68,640
\$16.90/hour	January 1, 2026		\$1,352	\$5,859	\$70,304
\$17.30/hour	January 1, 2027		\$1,384	\$5,997	\$71,968
\$17.70/hour	January 1, 2028		\$1,424	\$6,171	\$74,048
\$18.20/hour	January 1, 2029		\$1,464	\$6,344	\$76,128

<sup>1</sup>Minimum wage is tied to the U.S. CPI for Urban Wage Earners and Clerical Workers, but is rounded and capped at 50¢ per year



## The Road Ahead

- Despite a multibillion-dollar budget deficit, the Governor is calling for limited early action on issue areas not affecting education
- The next steps in the process are controlled by the Legislature, which has the responsibility to vet the Governor's proposals during budget hearings over the next several weeks and months
  - This process coincides with the release of further details on the Governor's Budget proposals, included in trailer bill language, which is usually released at the beginning of February
  - The LAO and public also get to weigh in with their feedback and counterproposals
  - This process prepares legislators to respond quickly after the next official State Budget checkpoint—the May Revision



Thank you

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - Gen Fund</b>						
1100	Teachers Salaries	414,703.00	422,203.00	188,335.80	173,332.39	60,534.81
1115	Certificated Extra Duty	2,500.00	2,500.00		1,400.30	1,099.70
1120	Certificated Substitutes	8,490.00	8,490.00		1,020.00	7,470.00
1200	Certificated Pupil Support Ser	35,927.00	35,927.00	14,256.70	20,991.06	679.24
1300	Certificated Supervisor Admini	230,335.00	230,335.00	88,426.10	123,796.54	18,112.36
1310	Teacher in Charge	10,000.00	10,000.00			10,000.00
	<b>Total for Object 1000</b>	<b>701,955.00</b>	<b>709,455.00</b>	<b>291,018.60</b>	<b>320,540.29</b>	<b>97,896.11</b>
2100	Instructional Aides' Salaries	196,459.00	196,459.00	86,743.62	83,150.37	26,565.01
2115	Classified Extra Duty	1,000.00	1,000.00		501.11	498.89
2120	Classified Substitutes	5,000.00	5,000.00		4,418.69	581.31
2200	Classified Support Salaries	110,860.00	110,860.00	20,988.88	23,367.84	66,503.28
2201	BUS DRIVER			36,519.96	2,118.03	38,637.99-
2215	Classified Support Extra Duty	1,000.00	1,000.00			1,000.00
2220	Classified Substitute Salaries	1,773.00	3,000.00			3,000.00
2300	Classified Supervisors' Admini	180,092.00	180,092.00	398.75	71,882.83	107,810.42
2400	Clerical Technical Office Staf	246,910.00	246,910.00	76,930.80	131,280.26	38,698.94
2900	Other Classified Salaries	14,760.00	14,760.00		3,506.04	11,253.96
	<b>Total for Object 2000</b>	<b>757,854.00</b>	<b>759,081.00</b>	<b>221,582.01</b>	<b>320,225.17</b>	<b>217,273.82</b>
3101	STRS Certificated Positions	199,074.00	200,125.00	55,584.65	57,836.64	86,703.71
3102	STRS Classified Positions	1,719.00	1,719.00		523.48	1,195.52
3201	PERS Certificated Positions				80.03	80.03-
3202	PERS Classified Positions	197,841.00	198,168.00	51,496.90	83,018.00	63,653.10
3301	OASDI Certificated Positions	2,134.00	2,134.00		61.73	2,072.27
3302	OASDI Classified Positions	45,852.00	45,928.00	13,344.20	18,928.39	13,655.41
3311	Medicare Certificated Position	9,986.00	10,096.00	4,023.05	4,671.24	1,401.71
3312	Medicare Classified Positions	10,748.00	10,766.00	3,120.84	4,488.37	3,156.79
3401	Health & Welfare Benefits Cert	127,707.00	127,707.00	53,035.60	52,792.90	21,878.50
3402	Health & Welfare Benefits Clas	155,738.00	173,274.00	66,229.50	94,640.19	12,404.31
3501	SUI Certificated	3,588.00	3,584.00	145.45	301.63	3,136.92
3502	SUI Classified	3,789.00	3,789.00	110.91	289.53	3,388.56
3601	Workers' Compensation Certific	27,795.00	28,091.00	11,031.15	12,809.87	4,249.98
3602	Workers' Compensation Classifi	29,912.00	29,961.00	8,557.27	12,306.87	9,096.86
3901	Golden Handshake	15,689.00	15,689.00		15,688.48	.52
	<b>Total for Object 3000</b>	<b>831,572.00</b>	<b>851,031.00</b>	<b>266,679.52</b>	<b>358,437.35</b>	<b>225,914.13</b>
4100	Approved Textbooks Core Curric	1,300.00	7,551.00			7,551.00

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - Gen Fund (continued)</b>						
4300	Materials and Supplies	23,467.00	74,850.00	3,856.48	30,629.18	40,364.34
4320	Custodial Grounds Supplies	1,250.00	1,250.00		666.85	583.15
4330	Office Supplies	1,750.00	1,750.00	238.00	283.52	1,228.48
4350	Vehicle Upkeep	3,000.00	5,000.00	1,290.20	905.57	2,804.23
4399	Mat & Sup Undesignated Bal		85,235.00			85,235.00
4400	Noncapitalized Equipment	3,214.00	20,424.00	8,789.57	4,338.90	7,295.53
	<b>Total for Object 4000</b>	<b>33,981.00</b>	<b>196,060.00</b>	<b>14,174.25</b>	<b>36,824.02</b>	<b>145,061.73</b>
5100	Subagreements for Services	40,000.00	40,000.00			40,000.00
5200	Travel and Conference	25,638.00	32,175.00	1,428.39	9,755.83	20,990.78
5300	Dues and Membership	32,798.00	33,598.00	2,730.40	23,597.46	7,270.14
5400	Insurance	25,000.00	25,000.00		17,558.52	7,441.48
5500	Operation Housekeeping Service	22,000.00	22,000.00	4,944.44	4,853.29	12,202.27
5600	Rentals, Leases, Repairs, Nonc	1,500.00	2,500.00	407.63	670.63	1,421.74
5801	Legal Services	18,500.00	24,899.00	3,042.50	1,957.50	19,899.00
5805	Personnel Expense	500.00	1,000.00	200.00	262.40	537.60
5808	Other Services & Fees	1,500.00	1,500.00	428.48	571.52	500.00
5810	Contracted Services	437,789.00	1,148,159.00	204,830.67	279,349.96	663,978.37
5899	SPJUSD to Reimburse			75,776.88	23,747.51	99,524.39-
5900	Communications	16,000.00	16,000.00		6,877.95	9,122.05
	<b>Total for Object 5000</b>	<b>621,225.00</b>	<b>1,346,831.00</b>	<b>293,789.39</b>	<b>369,202.57</b>	<b>683,839.04</b>
6200	Building and Improvement of Bu		142,863.00	43,235.01	13,530.00	86,097.99
6400	Equipment	20,000.00	30,000.00			30,000.00
6500	Equipment Replacement	15,000.00	40,000.00			40,000.00
	<b>Total for Object 6000</b>	<b>35,000.00</b>	<b>212,863.00</b>	<b>43,235.01</b>	<b>13,530.00</b>	<b>156,097.99</b>
7110	County Tuition Inter Dist Agree	25,000.00	25,000.00			25,000.00
7141	Tuition, excess cost etc betwe	24,428.00	24,428.00			24,428.00
7310	Direct Support/Indirect Costs					.00
	<b>Total for Object 7000</b>	<b>49,428.00</b>	<b>49,428.00</b>	<b>.00</b>	<b>.00</b>	<b>49,428.00</b>
	<b>Total for Fund 01 and Expense accounts</b>	<b>3,031,015.00</b>	<b>4,124,749.00</b>	<b>1,130,478.78</b>	<b>1,418,759.40</b>	<b>1,575,510.82</b>
<b>Fund 11 - ADULT ED</b>						
1100	Teachers Salaries	12,500.00	12,500.00		27,194.67	14,694.67-
1300	Certificated Supervisor Admini	116,095.00	116,095.00	46,069.20	64,496.88	5,528.92
	<b>Total for Object 1000</b>	<b>128,595.00</b>	<b>128,595.00</b>	<b>46,069.20</b>	<b>91,691.55</b>	<b>9,165.75-</b>
2200	Classified Support Salaries	3,572.00	3,572.00			3,572.00



Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 11 - ADULT ED (continued)</b>						
2400	Clerical Technical Office Staf	63,900.00	93,300.00	14,360.95	17,008.48	61,930.57
<b>Total for Object 2000</b>		<b>67,472.00</b>	<b>96,872.00</b>	<b>14,360.95</b>	<b>17,008.48</b>	<b>65,502.57</b>
3101	STRS Certificated Positions	29,762.00	29,762.00	8,799.20	12,409.72	8,553.08
3202	PERS Classified Positions	18,218.00	26,062.00	3,561.80	4,537.85	17,962.35
3301	OASDI Certificated Positions				1,656.58	1,656.58-
3302	OASDI Classified Positions	4,184.00	6,007.00	746.47	881.85	4,378.68
3311	Medicare Certificated Position	1,864.00	1,864.00	668.00	1,329.53	133.53-
3312	Medicare Classified Positions	979.00	1,405.00	174.56	206.24	1,024.20
3401	Health & Welfare Benefits Cert	10,745.00	12,545.00	5,969.50	8,357.30	1,781.80-
3402	Health & Welfare Benefits Clas	17,536.00	26,272.00	7,971.15	9,565.38	8,735.47
3501	SUI Certificated	643.00	513.00	23.05	99.11	390.84
3502	SUI Classified	338.00	352.00	7.20	8.50	336.30
3601	Workers' Compensation Certific	5,191.00	5,174.00	1,831.65	3,645.53	303.18-
3602	Workers' Compensation Classifi	2,723.00	3,893.00	478.69	565.49	2,848.82
<b>Total for Object 3000</b>		<b>92,183.00</b>	<b>113,849.00</b>	<b>30,231.27</b>	<b>43,263.08</b>	<b>40,354.65</b>
4300	Materials and Supplies		52,946.00	1,167.60	8,137.12	43,641.28
4330	Office Supplies	500.00	500.00	317.24	301.03	118.27-
4350	Vehicle Upkeep	88.00	1,500.00	274.68		1,225.32
4400	Noncapitalized Equipment		38,000.00			38,000.00
<b>Total for Object 4000</b>		<b>588.00</b>	<b>92,946.00</b>	<b>1,759.52</b>	<b>8,438.15</b>	<b>82,748.33</b>
5200	Travel and Conference		3,500.00	1,965.06	1,409.94	125.00
5300	Dues and Membership		1,500.00		1,190.00	310.00
5500	Operation Housekeeping Service		10,000.00	5,606.93	2,393.07	2,000.00
5600	Rentals, Leases, Repairs, Nonc		2,500.00	976.97	1,032.18	490.85
5801	Legal Services	500.00				.00
5805	Personnel Expense	100.00		100.00		100.00-
5810	Contracted Services		12,500.00	32.07	17,684.93	5,217.00-
5900	Communications		3,500.00	678.39	2,075.62	745.99
<b>Total for Object 5000</b>		<b>600.00</b>	<b>33,500.00</b>	<b>9,359.42</b>	<b>25,785.74</b>	<b>1,645.16-</b>
6200	Building and Improvement of Bu		103,736.00	90,312.55	42,812.16	29,388.71-
7619	Other Authorized Interfund Tra	14,187.00	25,908.00			25,908.00
<b>Total for Fund 11 and Expense accounts</b>		<b>303,625.00</b>	<b>595,406.00</b>	<b>192,092.91</b>	<b>228,999.16</b>	<b>174,313.93</b>

<b>Fund 16 - FOREST RES</b>						
7211	Transfers of Pass-through Rev	262,000.00	262,000.00			262,000.00

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

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Fund 16 - FOREST RES (continued)						
7619	Other Authorized Interfund Tra	46,000.00	46,000.00			46,000.00
<b>Total for Fund 16, Expense accounts and Object 7000</b>		<b>308,000.00</b>	<b>308,000.00</b>	<b>.00</b>	<b>.00</b>	<b>308,000.00</b>
<b>Total for Org 001 - Sierra County Office of Education</b>		<b>3,642,640.00</b>	<b>5,028,155.00</b>	<b>1,322,571.69</b>	<b>1,647,758.56</b>	<b>2,057,824.75</b>

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - General FD</b>						
1100	Teachers Salaries	2,311,566.00	2,525,962.00	1,056,670.55	1,104,516.47	364,774.98
1115	Extra Duty Hourly	8,000.00	10,401.00		19,940.74	9,539.74-
1120	Certificated Substitutes	57,000.00	57,000.00		24,630.00	32,370.00
1300	Certificated Superv/Admin Sala	421,444.00	450,481.00	167,488.40	235,492.73	47,499.87
1310	Teacher In Charge/Head Teacher	10,000.00	10,002.00		625.00	9,377.00
	<b>Total for Object 1000</b>	<b>2,808,010.00</b>	<b>3,053,846.00</b>	<b>1,224,158.95</b>	<b>1,385,204.94</b>	<b>444,482.11</b>
2100	Instructional Aides Salaries	276,535.00	335,026.00	124,557.74	111,177.98	99,290.28
2115	Inst. Aide Extra Duty	2,000.00	2,246.00		1,880.54	365.46
2120	Instructional Aides Substitute	3,000.00	2,055.00		993.82	1,061.18
2200	Classified Support Salaries	386,184.00	389,172.00	159,430.53	221,931.81	7,809.66
2201	Bus Driver	91,744.00	58,795.00		19,694.75	39,100.25
2215	Classified Extra Duty	2,500.00	2,613.00		680.66	1,932.34
2220	Classified Support Substitute	25,000.00	24,879.00		4,461.52	20,417.48
2300	Classified Sup/Admin Salaries	2,700.00	77,540.00	1,218.10	945.00	75,376.90
2400	Clerical & Office Salaries	198,902.00	202,851.00	88,174.19	100,848.56	13,828.25
2420	Clerical & Office Sub Salaries	4,000.00	4,089.00		2,018.12	2,070.88
2900	Other Classified Salaries	25,277.00	25,293.00			25,293.00
	<b>Total for Object 2000</b>	<b>1,017,842.00</b>	<b>1,124,559.00</b>	<b>373,380.56</b>	<b>464,632.76</b>	<b>286,545.68</b>
3101	State Teachers Retirement Syst	728,447.00	771,637.00	219,565.13	247,633.30	304,438.57
3102	State Teachers Retirement Syst	9,472.00	9,472.00			9,472.00
3201	Public Employees Retirement Sy	1,000.00	1,000.00		416.21	583.79
3202	Public Employees Retirement Sy	265,911.00	290,876.00	78,622.76	102,226.86	110,026.38
3311	OASDI-Certificated Positions	2,076.00	2,068.00		646.33	1,421.67
3312	OASDI-Classified Positions	62,143.00	67,479.00	22,109.75	27,478.17	17,891.08
3321	Medicare-Certificated Position	38,138.00	41,331.00	16,284.52	18,291.21	6,755.27
3322	Medicare-Classified Positions	14,537.00	15,785.00	5,170.70	6,426.18	4,188.12
3401	Health & Welfare -Certificated	503,060.00	548,369.00	258,208.30	268,352.90	21,807.80
3402	Health & Welfare-Classified Po	201,550.00	243,754.00	100,081.45	130,785.22	12,887.33
3501	State Unemployment Insurance-C	14,217.00	1,931.00	612.08	2,554.45	1,235.53-
3502	State Unemployment Insurance-	5,177.00	657.00	186.66	381.94	88.40
3601	Workers' Compensation Insuranc	95,889.00	107,871.00	42,758.45	48,738.06	16,374.49
3602	Workers' Compensation Insuranc	35,643.00	40,519.00	13,288.67	16,515.36	10,714.97
3901	Other Benefits, Certificated P	35,074.00	33,612.00	14,613.80	18,997.94	.26
3902	Other Benefits, Classified Pos	17,537.00	19,060.00	7,306.90	8,768.28	2,984.82
	<b>Total for Object 3000</b>	<b>2,029,871.00</b>	<b>2,195,421.00</b>	<b>778,809.17</b>	<b>898,212.41</b>	<b>518,399.42</b>

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - General FD (continued)</b>						
4100	Textbooks	26,605.00	55,122.00		4,681.21	50,440.79
4300	Class Mat'l and Supplies	50,843.00	354,642.00	3,618.46	40,135.94	310,887.60
4301	Class Consumable Mat'l	7,000.00	7,000.00		1,273.24	5,726.76
4302	Class Paper/Toner	14,000.00	14,000.00	347.92	7,759.63	5,892.45
4305	Other Student M&S	25,000.00	37,500.00	2,024.27	12,303.37	23,172.36
4320	Custodial Grounds Supplies	38,000.00	103,000.00	5,644.25	33,538.41	63,817.34
4330	Office Supplies	17,000.00	68,000.00	1,514.10	7,339.92	59,145.98
4350	Vehicle Maint. M&S	11,500.00	11,500.00	3,499.37	6,220.16	1,780.47
4351	Vehicle FUEL	30,000.00	30,000.00	10,479.38	16,798.98	2,721.64
4399	M&S Misc -undesignated		25,954.00			25,954.00
4400	Non-Capital Equipment (Up to \$	58,895.00	274,176.00		24,951.34	249,224.66
	<b>Total for Object 4000</b>	<b>278,843.00</b>	<b>980,894.00</b>	<b>27,127.75</b>	<b>155,002.20</b>	<b>798,764.05</b>
5100	Subagreement for Services	185,000.00	185,000.00		118,477.39	303,477.39
5200	Travel & Conferences	55,802.00	205,378.00	17,138.03	47,078.19	141,161.78
5300	Dues & Membership	10,129.00	10,396.00	1,646.80	9,686.32	937.12
5400	Insurance-Fire, liability, etc	210,000.00	210,000.00		152,708.77	57,291.23
5510	Power	159,000.00	159,000.00	101,587.47	57,409.59	2.94
5520	Garbage	7,000.00	8,400.00	3,001.96	4,981.52	416.52
5530	Water	60,000.00	60,000.00	29,003.34	30,996.66	.00
5540	Propane	171,000.00	171,000.00	74,386.20	96,613.80	.00
5590	Miscellaneous Utilities	20,000.00	20,000.00	10,768.09	9,231.91	.00
5600	Rentals, Leases & Repairs	83,500.00	126,800.00	45,891.21	66,523.30	14,385.49
5800	Services & Operating Expense	7,500.00	78,323.00	3,600.00	4,545.24	70,177.76
5810	Legal Expenses	20,000.00	103,657.00	5,598.00	4,402.00	93,657.00
5812	Board Election Expense	2,000.00	2,000.00			2,000.00
5840	Audit Expense	14,959.00	14,959.00		2,403.57	12,555.43
5860	Solid Waste Tax	12,500.00	12,500.00		12,738.16	238.16
5890	Contracts/Servic	819,579.00	1,669,255.00	459,320.87	386,225.90	823,708.23
5899	SCOE Interagency Reimburse			8,881.09	7,486.36	16,367.45
5900	Communications	3,500.00	8,500.00	1,406.59	1,593.41	5,500.00
5910	Telephone-Monthly Service	22,075.00	22,075.00	10,100.69	8,156.56	3,817.75
	<b>Total for Object 5000</b>	<b>1,863,544.00</b>	<b>3,067,243.00</b>	<b>772,330.34</b>	<b>784,303.87</b>	<b>1,510,608.79</b>
6200	Building & Improvements		153,064.00	29,238.07	111,640.71	12,185.22
6400	Equipment	60,000.00	85,000.00	464.22	77,574.97	6,960.81
6500	Equipment Replacement	55,000.00	121,177.00	2,298.00	104,635.75	14,243.25
	<b>Total for Object 6000</b>	<b>115,000.00</b>	<b>359,241.00</b>	<b>32,000.29</b>	<b>293,851.43</b>	<b>33,389.28</b>

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

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
<b>Fund 01 - General FD (continued)</b>						
7110	Out-of-State Tuition	104,450.00	104,450.00	104,450.00		.00
7310	Direct Support/Indirect Costs					.00
7616	Trans fr Gen Fund to Cafeteria	111,053.00	111,053.00			111,053.00
7619	Other Interfund Transfers Out	750,000.00	300,000.00		300,000.00	.00
<b>Total for Object 7000</b>		<b>965,503.00</b>	<b>515,503.00</b>	<b>104,450.00</b>	<b>300,000.00</b>	<b>111,053.00</b>
<b>Total for Fund 01 and Expense accounts</b>		<b>9,078,613.00</b>	<b>11,296,707.00</b>	<b>3,312,257.06</b>	<b>4,281,207.61</b>	<b>3,703,242.33</b>
<b>Fund 13 - Cafeteria</b>						
2200	Classified Support Salaries	104,277.00	104,277.00	28,835.64	38,144.95	37,296.41
2215	Classified Extra Duty	1,000.00	1,000.00		1,374.34	374.34
2220	Classified Support Substitute	500.00	500.00		326.28	173.72
<b>Total for Object 2000</b>		<b>105,777.00</b>	<b>105,777.00</b>	<b>28,835.64</b>	<b>39,845.57</b>	<b>37,095.79</b>
3202	Public Employees Retirement Sy	21,628.00	21,628.00	4,757.85	7,330.82	9,539.33
3312	OASDI-Classified Positions	6,242.00	6,242.00	1,629.55	2,313.47	2,298.98
3322	Medicare-Classified Positions	1,460.00	1,460.00	381.10	541.05	537.85
3402	Health & Welfare-Classified Po	17,537.00	17,537.00	8,768.30	8,694.40	74.30
3502	State Unemployment Insurance-	529.00	529.00	14.39	19.93	494.68
3602	Workers' Compensation Insuranc	3,580.00	3,580.00	979.39	1,390.46	1,210.15
<b>Total for Object 3000</b>		<b>50,976.00</b>	<b>50,976.00</b>	<b>16,530.58</b>	<b>20,290.13</b>	<b>14,155.29</b>
4340	Food Service	8,000.00	8,000.00	5,757.74	4,859.63	2,617.37
4400	Non-Capital Equipment (Up to \$	2,000.00	2,000.00			2,000.00
4700	Food	60,000.00	77,221.00	17,282.05	50,034.94	9,904.01
<b>Total for Object 4000</b>		<b>70,000.00</b>	<b>87,221.00</b>	<b>23,039.79</b>	<b>54,894.57</b>	<b>9,286.64</b>
5200	Travel & Conferences	500.00	500.00		242.00	258.00
5600	Rentals, Leases & Repairs	6,000.00	6,000.00		3,745.46	2,254.54
5800	Services & Operating Expense	400.00	400.00			400.00
5890	Contracts/Servic	500.00	500.00		406.00	94.00
<b>Total for Object 5000</b>		<b>7,400.00</b>	<b>7,400.00</b>	<b>.00</b>	<b>4,393.46</b>	<b>3,006.54</b>
<b>Total for Fund 13 and Expense accounts</b>		<b>234,153.00</b>	<b>251,374.00</b>	<b>68,406.01</b>	<b>119,423.73</b>	<b>63,544.26</b>
<b>Fund 40 - Dist Build</b>						
6200	Building & Improvements	750,000.00	1,087,628.00		14,301.00	1,073,327.00
<b>Total for Fund 40, Expense accounts and Object 6000</b>		<b>750,000.00</b>	<b>1,087,628.00</b>	<b>.00</b>	<b>14,301.00</b>	<b>1,073,327.00</b>
<b>Fund 73 - Bechen</b>						
5800	Services & Operating Expense	25,000.00	25,000.00			25,000.00

Balances through January						Fiscal Year 2023/24
Object	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Account Balance
Total for Fund 73, Expense accounts and Object 5000		25,000.00	25,000.00	.00	.00	25,000.00
<b>Fund 78 - Gottardi Fund</b>						
5800	Services & Operating Expense		500.00			500.00
Total for Fund 78, Expense accounts and Object 5000		.00	500.00	.00	.00	500.00
Total for Org 006 - Sierra-Plumas Joint Unified School District		10,087,766.00	12,661,209.00	3,380,663.07	4,414,932.34	4,865,613.59

## ENROLLMENT BY SCHOOL MONTH - 2023-2024

**\*\*As of 01/29/2024**

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

	Month									
<b>September</b>	1	28	190	10	40	10	114	4	included in site #	396
08/23/23-09/15/23										
<b>October</b>	2	29	194	10	40	10	115	6	included in site #	404
09/18/23-10/13/23										
<b>November</b>	3	29	192	10	41	10	115	6	included in site #	403
10/16/23-11/09/23										
<b>December</b>	4	29	195	10	41	10	115	6	included in site #	406
11/13/23-12/08/23										
<b>January</b>	5	30	193	10	41	13	116	6	included in site #	409
12/11/23-01/19/24										
<b>February</b>	6								included in site #	0
01/22/24-02/16/24										
<b>March</b>	7								included in site #	0
02/20/24-03/15/24										
<b>April</b>	8								included in site #	0
03/18/24-04/19/24										
<b>May</b>	9								included in site #	0
04/22/24-05/17/24										
<b>June</b>	10								included in site #	0
05/20/24-06/07/24										

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

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

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

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

January 09, 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.*

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A. CALL TO ORDER

*President KELLY CHAMPION called the meeting to order at 5:00pm.*

B. ROLL CALL

PRESENT: *Area 1: Patty Hall, Area 1 (attending via Zoom under "Personal Emergency" pursuant to Government Code 54953)*

*TIPTON motioned to approve HALL attending via Zoom due to Personal Emergency. Second by GAYNER.*

*4/0*

*Area 2: Annie Tipton (Vice President)*

*Area 3: Christina Potter*

*Area 4: Kelly Champion (President)*

*Area 5: Dorie Gayner (Clerk)*

ABSENT: *None*

C. APPROVAL OF AGENDA

*POTTER/TIPTON*

*5/0*

D. PUBLIC COMMENT FOR CLOSED SESSION

*None*

E. CLOSED SESSION

The Board moved into Closed Session at 5:02pm to discuss the following item(s):

1. Government Code 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

2. Government Code 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: District Superintendent

The evaluation ~~tool~~-instrument being used for the District Superintendent evaluation process will be brought before the board for review and discussion.

3. Government Code 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

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



Employee Organizations:

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

F. RETURN TO OPEN SESSION at 5:46pm and ADJOURN FOR BREAK

G. 6:00PM – RECONVENE

H. FLAG SALUTE

I. REPORT OUT FROM CLOSED SESSION

*TIPTON: Items 1 and 3 were purely updates from the Superintendents. For item 2 we reviewed and agreed upon the instruments that will be used to evaluate the District Superintendent at the end of the year.*

J. INFORMATION ITEMS

1. Superintendent Reports

**COUNTY**

a. Restructuring Transportation Department

--Adding Bus Driver position to the County side under Classified – job description will be same as District and salary schedule will be line 29 starting at \$23.52/hour in Column A

*BERARDI: Adding the Bus Driver position to the County will allow for more flexibility with hours needed and will benefit both the County and District. The increase on the salary schedule is based on the need for bus drivers and it better aligns with the work being done.*

b. Resignation for Marcos Martinez, Technology Specialist, 1.0 FTE, effective January 16, 2024

*BERARDI: We are looking to replace this position. We still have Gary Habeeb working with us as a consultant in the meantime.*

**DISTRICT—SPJUSD**

c. FEMA/Cal OES

*SNIDER: We haven't met for a couple of weeks due to the holidays. Update to let you know we have someone onboard who has worked a lot with FEMA for Sierra County and knows what FEMA wants the reports to look like. Should be getting feedback on the roofing report for Downieville tomorrow. Inspector from insurance company also visited Downieville and Loyalton to assess each site. Will submit findings to insurance company, so we may be looking at a combination of funds from insurance and FEMA to repair or replace all the roofs. Will have more to update in February.*

d. Facilities update

*SNIDER: We had a couple of architects come to the district before winter break to walk every classroom and walk each campus to assess the facility needs at each site. Will have more to update in February.*

- e. Phone System/P.A. update  
*SNIDER: The punch list is down to a very few minor items to address. A few remaining speakers need to be installed and a few paging things that need to be worked through. We don't anticipate any additional install or equipment fees from Team One over the quoted/budgeted amount.*

2. Business Report

- a. Account Object Summary-Balance from 07/01/2023 to 12/31/2023
  - 1. SCOE
  - 2. SPJUSD
- b. Fourth Month SPJUSD Enrollments for the 2023-2024 School Year

3. Staff Reports

- a. SCOE  
*SELPA—BETHKE: We are super excited to have Danielle Ball who started with us on Monday right after break! She's doing a great job. She has been working with us and the kids for a lot of years as an aide. It's been a really nice transition so far.*  
*ADULT ED—JACKSON: None*
- b. SPJUSD  
*LES—WHITE (CERESOLA): We had our annual Christmas program right before winter break and it was amazing, packed house, the kids did great. Back from break and we have a ton of volunteers working hard to make the annual basketball tournament happen this upcoming weekend. There are about 60 games on schedule. Includes our 5<sup>th</sup>-8<sup>th</sup> grade teams. We are so thankful for all the volunteers who take part to make that happen for our students.*  
*LHS—MESCHERY: We ended on a positive note before winter break. FFA took students over to the Senior Center for caroling, and there were a lot of other fun festivities. We have two weeks now to the end of the first semester. Cash for College night coming up next Tuesday. WASC report almost complete, just finalizing our last two chapters and action plan. WASC visit scheduled in March. Basketball is going great. Ski & Snowboard had their first race on Friday. Sierra Valley Invitational basketball tournament this week.*  
*DES & DHS—BERARDI: Interviewing for a new Cook tomorrow. I need to get out of the kitchen. Bus is up and ready to go, but may have snow tomorrow preventing it from running. Thursday for sure, though! Ski Club starting up through Ski Duck. They are paying for about 30 kids to participate. Looking at revamping our PBIS program (positive behavior intervention and support). Basketball practice started today. Elementary class will be serving lunch to seniors in the community again and everyone loves it.*  
*LHS AG, FFA, Ski/Snowboard—GRIFFIN: FEMA—We put in for some material for steer pens, barn and coral, but we have local families donating material in the meantime while waiting for FEMA. Ski/Snowboard team we have races every Friday for the next seven weeks. FFA—Huge spring time coming up. See events calendar online. CTEIG grant was approved and will look at using the funds to buy a new vehicle. AG advisory meeting coming up.*

4. SPTA Report

*PRESIDENT—PETTERSON: None*

5. Committee/Board Member Reports

*CHAMPION: I'm attending a virtual workshop on Thursday for Board President training.*

6. Public Comment

*MEGAN MESCHERY—Sierra Schools Foundation: Our winter grant cycle closes January 17<sup>th</sup>. We will review the applications on the 18<sup>th</sup>. We expect to let teachers and schools know about grant money coming through by the end of next week. Newsletter was sent out. Would like to thank the Bechen Family Foundation for support for the music programs.*

K. CONSENT CALENDAR

1. Approval of minutes for the Regular Joint Meeting held December 12, 2023
2. Approval of Board Report-Checks Dated 12/01/2023 through 12/31/2023
  - a. SCOE
  - b. SPJUSD
3. Approval of Quarterly Report on Williams Uniform Complaints for the quarter ending 12/31/2023
  - a. SCOE
  - b. SPJUSD
4. Approval of the SPJUSD Pesticide Use Reporting for 2023
  - a. Downieville Elementary School
  - b. Downieville High School
  - c. Loyalton Elementary School
  - d. Loyalton High School
  - e. District Office/Portables
5. Approval of the SPJUSD Integrated Pest Management Plan for 2024
6. Approval of the following SPJUSD Personnel Items:
  - a. Resignation for Kathleen Epps, Noon Supervisor, Downieville School, .25 FTE (1.5 hours/day), effective December 08, 2023
  - b. Assignment of Kathleen Epps, Instructional Aide, Downieville School, .9 FTE (5.4 hours/day), effective December 11, 2023
  - c. Resignation for Sara Kernitz, Cook, Downieville School, .68 FTE (5.4 hours/day), effective December 22, 2023
  - d. Authorization to fill Cook, Downieville School, .68 FTE (5.4 hours/day)
  - e. Assignment of Nathan Rust, 2023-2024 Athletic Extra Duty, 7<sup>th</sup>/8<sup>th</sup> Grade Co-Ed Basketball Coach, Downieville
  - f. Acceptance of Retirement for Erin Folchi with the 17% incentive for early retirement in addition to the Golden Hand Shake, Teacher, Loyalton Elementary School, 1.0 FTE, effective June 07, 2024

*TIPTON/GAYNER*

*5/0*

L. ACTION ITEMS

1. New Business

**COUNTY & DISTRICT—SCOE & SPJUSD**

- a. Approval of the Arts, Music, and Instructional Materials Discretionary Block Grant Expenditure Plans
1. SCOE
  2. SPJUSD
- GAYNER/POTTER*  
5/0

**COUNTY—SCOE**

- b. Approval of the 2022-2023 Sierra County Office of Education Special Education School Accountability Report Card (SARC)
- TIPTON/HALL*  
5/0

**DISTRICT—SPJUSD**

- c. Approval of the 2022-2023 School Accountability Report Cards (SARCs):
1. Downieville Elementary School
  2. Loyalton Elementary School
  3. Downieville Jr/Sr High School
  4. Loyalton High School
  5. Sierra Pass Continuation School
- CHAMPION/GAYNER*  
5/0
- d. Approval of updates to the Educator Effectiveness Block Grant 2023-2024 Expenditure Plan
- GAYNER/POTTER*  
5/0

BOARD POLICIES, ADMINISTRATIVE REGULATIONS, EXHIBITS, BOARD BYLAWS

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

*TIPTON/POTTER*

5/0

- e. 0460—Local Control and Accountability Plan
1. Board Policy, *revisions*
  2. Administrative Regulation, *revisions*
- f. 0500—Accountability
1. Board Policy, *revisions*
- g. 0520—Intervention in Underperforming Schools
1. Board Policy, *revisions*
- h. 1220—Citizen Advisory Committees
1. Administrative Regulation, *revisions*

- i. 1431—Waivers
  - 1. Board Policy, *revisions*
- j. 5131.2—Bullying
  - 1. Board Policy, *revisions*
  - 2. Administrative Regulation, *revisions*
- k. 6170.1—Transitional Kindergarten
  - 1. Board Policy, *revisions*
- l. 9321—Closed Session
  - 1. Board Bylaw, *revisions*
  - 2. Exhibit 1, *revisions*
  - 3. Exhibit 2, *revisions*

M. ADVANCED PLANNING

- 1. The next Regular Joint Board Meeting will be held on February 13, 2024, at Downieville School, 130 School St, Downieville CA 95936 at 6:00pm. If needed, Closed Session may be held before the Regular session beginning at 5:00pm. Zoom videoconferencing will be available for the public.
- 2. Suggested Agenda Items
  - District Superintendent contract update*

N. ADJOURN

*CHAMPION adjourned the meeting at 7:06pm.*

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James Berardi,  
County Superintendent

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Sean Snider,  
District Superintendent

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Annie Tipton, Vice President

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

DATE: January 09, 2024

CLOSED SESSION BEGAN AT: 5:02 P.M.

**BOARD MEMBERS PRESENT:**

Patty Hall  Annie Tipton  Christina Potter  Kelly Champion  Dorie Gayner  
*Remotely*

**OTHERS PRESENT:**

- James Berardi, County Superintendent *Remotely*
- Sean Snider, District Superintendent
- Terri Ryland, Ryland School Business Consulting, Interim CBO
- \_\_\_\_\_

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

**Item #1—Government Code 54957  
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

**RESULT:**

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

**Item #2—Government Code 54957  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: District Superintendent**

The evaluation tool being used for the District Superintendent evaluation process will be brought before the board for review and discussion.

**RESULT:**

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

**Item #3—Government Code 54957.6  
CONFERENCE WITH LABOR NEGOTIATORS**

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

Employee Organizations: District Superintendent  
Sierra-Plumas Teachers' Association  
Classified Employees  
Confidential Employees  
Administrative Employees

**RESULT:**

- DIRECTION WAS GIVEN TO SUPERINTENDENT
- THE CLOSED SESSION WAS FOR PURPOSES OF DISCUSSION ONLY. NO ACTION WAS TAKEN.

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

<input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN: HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____
<input type="checkbox"/> A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION: HALL _____ TIPTON _____ POTTER _____ CHAMPION _____ GAYNER _____

II. ENDED CLOSED SESSION AT 5:46 P.M. AND RETURN TO OPEN SESSION

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

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

January 29, 2024

5:00pm

*Loyalton: Sierra County Office of Education, Room 4, 109 Beckwith Rd, Loyalton CA 96118  
Zoom videoconferencing was also available for the public.*

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**A. CALL TO ORDER**

*President KELLY CHAMPION called the meeting to order at 5:03pm.*

**B. ROLL CALL**

**PRESENT:**     *Patty Hall, Area 1  
Annie Tipton, Vice President, Area 2  
Christina Potter, Area 3  
Kelly Champion, President, Area 4*

**ABSENT:**     *None*

**VACANT:**     *Area 5*

**C. APPROVAL OF AGENDA**

*TIPTON/HALL*

*4/0*

**D. FLAG SALUTE**

**E. PUBLIC COMMENT**

*Special Meeting Agenda Items only, please.*

*None*

**F. 2022-2023 AUDIT PRESENTATION – CWDL CPAs**

1. Acceptance of the 2022-2023 Audit Reports

a. SCOE

*TIPTON/POTTER*

*4/0*

b. SPJUSD

*TIPTON/POTTER*

*4/0*

**G. CLOSED SESSION**

*The Board moved into Closed Session at 5:44pm to discuss the following item:*

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

Number of Potential Cases: 1

**H. RETURN TO OPEN SESSION at 5:57pm.**



I. REPORT OUT FROM CLOSED SESSION

*TIPTON: Discussion only, no action taken.*

J. ADVANCED PLANNING

1. The next Regular Joint Board Meeting will be held on February 13, 2024, at Downieville School, 130 School St, Downieville CA 95936 at 6:00pm. If needed, Closed Session may be held before the Regular session beginning at 5:00pm. Zoom videoconferencing will be available for the public.

K. ADJOURN

*CHAMPION adjourned the meeting at 6:11pm.*

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James Berardi,  
County Superintendent

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Sean Snider,  
District Superintendent

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Annie Tipton, Vice President

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

DATE: January 29, 2024 ~ *Special Meeting*

CLOSED SESSION BEGAN AT: 5:44 P.M.

**BOARD MEMBERS PRESENT:**

Patty Hall  Annie Tipton  Christina Potter  Kelly Champion        *vacant*

**OTHERS PRESENT:**

- James Berardi, County Superintendent
- Sean Snider, District Superintendent
- Terri Ryland, Ryland School Business Consulting, Interim CBO
- \_\_\_\_\_

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

Item #1—Government Code 54956.9(d)(2)  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2)  
Number of Potential Cases: 1

**RESULT:**

DIRECTION WAS GIVEN TO SUPERINTENDENT

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

A ROLL CALL VOTE WAS TAKEN:  
HALL \_\_\_\_\_ TIPTON \_\_\_\_\_ POTTER \_\_\_\_\_ CHAMPION \_\_\_\_\_ *vacant* \_\_\_\_\_

A ROLL CALL VOTE WAS TAKEN IN OPEN SESSION:  
HALL \_\_\_\_\_ TIPTON \_\_\_\_\_ POTTER \_\_\_\_\_ CHAMPION \_\_\_\_\_ *vacant* \_\_\_\_\_

\_\_\_\_\_

**II. ENDED CLOSED SESSION AT 5:57 P.M. AND RETURN TO OPEN SESSION**

PRESIDED BY: Kelly Champion — RECORDED BY: Annie Tipton  
Kelly Champion, PRESIDENT                      Annie Tipton, VICE PRESIDENT

Checks Dated 01/01/2024 through 01/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00016899	01/08/2024	AMAZON CAPITAL SERVICES	01-4300	DONATED FUNDS PURCHASE		565.90
00016900	01/08/2024	MEGAN ANDALUZ	01-5810	TRANSPORTATION REIMBURSE		915.95
00016901	01/08/2024	AT&T	11-5900	PHONE		163.90
00016902	01/08/2024	FIRST-CITIZENS BANK & TRUST	01-5900	PHONE SYSTEM/MAINTENANCE		29.88
00016903	01/08/2024	DONALD BERGSTROM	01-5810	SPED/DO CLEANING	980.00	
			01-5899	SPED/DO CLEANING	420.00	1,400.00
00016904	01/08/2024	HEIDI BETHKE	01-5200	MILEAGE		64.85
00016905	01/08/2024	BRADY INDUSTRIES	01-4320	CUSTODIAL SUPPLIES		666.85
00016906	01/08/2024	KELLY CHAMPION	01-5200	PER DIEM	32.02	
			01-5899	PER DIEM	32.03	64.05
00016907	01/08/2024	CURRENT ELECTRIC & ALARM	11-5810	ALARM MONITORING		540.00
00016908	01/08/2024	DFA-ACTUARIES, LLC	01-5810	ACTUARIALS		3,750.00
00016909	01/08/2024	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571	WORKER'S COMPENSATION		12,969.50
00016910	01/08/2024	PITNEY BOWES, INC.	01-5600	POSTAGE MACHINE LEASE	50.80	
			01-5899	POSTAGE MACHINE LEASE	152.44	203.24
00016911	01/08/2024	PLUMAS-SIERRA TELECOMMUNICATIONS	11-5600	BROADBAND SERVICE		109.00
00016912	01/08/2024	UBEO WEST LLC	11-5600	COPIER/MAINTENANCE		30.24
00016913	01/08/2024	RESOLVE TECHNOLOGY GROUP, INC.	01-5810	TECHNOLOGY ASSISTANCE		300.00
00016914	01/08/2024	TERMINIX PROCESSING CENTER	01-5810	PEST CONTROL		193.00
00016915	01/08/2024	WPS	01-4300	TESTING SUPPLIES		193.60
00016916	01/08/2024	LOCALIQ	11-5810	ADULT ED WEBSITE MANAGEMENT		5,447.00
00016917	01/26/2024	ALHAMBRA	11-4330	WATER SERVICE		11.98
00016918	01/26/2024	AMAZON CAPITAL SERVICES	01-4300	DONATED FUNDS PURCHASE	150.08	
			11-4330	OFFICE SUPPLIES	118.27	268.35
00016919	01/26/2024	AT&T	11-5900	PHONE		163.63
00016920	01/26/2024	MICAH COHEN, MOT, OTR/L	01-5810	OCCUPATIONAL THERAPY SERVICES		1,162.64
00016921	01/26/2024	INTERMOUNTAIN DISPOSAL, INC.	11-5500	GARBAGE SERVICE		35.37
00016922	01/26/2024	LASSEN COUNTY OFFICE OF EDUCATION	01-5810	ADAPTIVE PE SERVICES		1,107.88
00016923	01/26/2024	LAUREN JONES BEHAVIORAL CONSULTANT	01-5810	BEHAVIORAL CONSULTANT	3,921.53	
			01-5899	BEHAVIORAL CONSULTANT	3,546.97	7,468.50
00016924	01/26/2024	LIBERTY UTILITY CA	01-5500	ELECTRICAL SERVICE	1,000.94	
			11-5500	ELECTRICAL SERVICE	336.42	1,337.36
00016925	01/26/2024	MARTIN EARTHWORKS	11-5500	SNOW REMOVAL		400.00
00016926	01/26/2024	PITNEY BOWES, INC.	01-5600	POSTAGE MACHINE LEASE	23.50	
			01-5899	POSTAGE MACHINE LEASE	70.52	94.02
00016927	01/26/2024	PRESENCELEARNING, INC.	01-5810	PRESENCE LEARNING		6,765.04
00016928	01/26/2024	RESOLVE TECHNOLOGY GROUP, INC.	01-5810	TECHNOLOGY ASSISTANCE		450.00

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**Checks Dated 01/01/2024 through 01/31/2024**

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00016929	01/26/2024	RYLAND SCHOOL BUSINESS CONSULTING	01-5810	SCHOOL BUSINESS CONSULTING	2,053.50	
			01-5899	SCHOOL BUSINESS CONSULTING	3,080.25	5,133.75
00016930	01/26/2024	SAN JOAQUIN SELPA ATTN: PATTI FARHAT	01-5810	BEYOND SST		2,250.00
00016931	01/26/2024	SIERRA COUNTY OFFICE OF EDUCATION	01-5808	BANK SERVICE FEES		171.99
00016932	01/26/2024	SIERRA VALLEY HOME CENTER	01-4300	SHOP SUPPLIES		1,274.28
00016933	01/26/2024	TRI COUNTY SCHOOLS INSURANCE GROUP	01-9535	HEALTH INSURANCE	1,816.00	
			76-9576	HEALTH INSURANCE	28,439.40	30,255.40
00016934	01/26/2024	U.S. BANK	01-4300	INSTRUCTIONAL SUPPLIES	412.50	
				SHOP SUPPLIES	131.70	
			01-5200	CCS TRAVEL	874.00	
				STAFF MEETING LUNCH	195.35	
				TECHNOLOGY CONFERENCE	1,192.64	2,806.19
00016935	01/26/2024	U.S. BANK VOYAGER	01-4350	FUEL EXPENSE	55.68	
			01-5200	FUEL EXPENSE	324.08	
			01-5899	FUEL EXPENSE	23.24	403.00
<b>Total Number of Checks</b>					<b>37</b>	<b>89,166.34</b>

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	County School Service Fund	27	40,401.63
11	ADULT EDUCATION	11	7,355.81
76	Payroll Clearing	2	41,408.90
Total Number of Checks		<b>37</b>	89,166.34
Less Unpaid Sales Tax Liability			.00
<b>Net (Check Amount)</b>			<b>89,166.34</b>

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Checks Dated 01/01/2024 through 01/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086588	01/08/2024	A-Z BUS SALES, INC.	01-6400	BUS		37,623.30
00086589	01/08/2024	AMAZON CAPITAL SERVICES	01-4300	classroom supplies	165.37	
				paper/office supplies	141.10	
				PROJECTOR LAMP/TONER	56.56	
			01-4302	paper/office supplies	122.68	
				PROJECTOR LAMP/TONER	117.09	
			01-4320	safety supplies	110.64	713.44
00086590	01/08/2024	CARA BOWLING	01-5890	MHSSA GRANT SERVICES		1,280.40
00086591	01/08/2024	BRADEN ARMSTRONG	73-9510	2022-23 BECHEN SCHOLARSHIP		4,500.00
00086592	01/08/2024	BRADY INDUSTRIES	01-5600	Scrubber Repairs		899.71
00086593	01/08/2024	PAMELA BRANDON	01-5600	TECH COTTAGE RENTAL		100.00
00086594	01/08/2024	CURRENT ELECTRIC & ALARM, INC.	01-5600	ALARM MONITORING	573.75	
			01-5890	FIRE ALARM INSPECTION	1,125.00	
			01-5899	ALARM MONITORING	26.25	
				FIRE ALARM INSPECTION	125.00	1,850.00
00086595	01/08/2024	DFA-ACTUARIES LLC	01-5840	ACTUARIAL VALUATION/DISCLOSURE		3,750.00
00086596	01/08/2024	JANET HAMILTON	01-5600	TECH COTTAGE RENTAL		100.00
00086597	01/08/2024	HUNT & SONS, INC.	01-5590	HEATING OIL		2,597.34
00086598	01/08/2024	JOSTENS	01-4305	,Diplomas & Cover		224.31
00086599	01/08/2024	LIBERTY UTILITIES	01-5510	ELECTRIC - LOYALTON SITES		4,995.88
00086600	01/08/2024	MIKAYLA HUBBS	73-9510	2022-23 BECHEN SCHOLARSHIP		9,500.00
00086601	01/08/2024	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		243.11
00086602	01/08/2024	MOUNTAIN MESSENGER	01-5890	ADVERTISEMENTS AND PUBLIC HEARINGS		24.50
00086603	01/08/2024	NANCY PECKHAM	01-5890	BUS DRIVER TRAINING		366.00
00086604	01/08/2024	NORTHAM DISTRIBUTING, INC.	13-4700	CAFE FOOD/SUPPLIES		978.22
00086605	01/08/2024	NORTHEASTERN JOINT POWERS AUTHORITY	76-9571	WORKER'S COMP		29,599.75
00086606	01/08/2024	ODP BUSINESS SOLUTIONS LLC	01-4300	Class supplies	34.36	
			01-4302	paper/office supplies	641.73	676.09
00086607	01/08/2024	UBEO WEST LLC	01-4300	paper/office supplies	63.28	
			01-5600	COPIER MAINT.	875.22	
			01-5899	COPIER MAINT.	93.56	1,032.06
00086608	01/08/2024	SCHOOL INNOVATIONS & ACHIEVEMENTS	01-5890	MANDATED COST SERVICES	3,375.00	
			01-5899	MANDATED COST SERVICES	1,125.00	4,500.00
00086609	01/08/2024	SCHOOL SERVICES OF CALIFORNIA	01-5200	CONFERENCE REGISTRATIONS	195.00	
				WORKSHOP REGISTRATION	825.00	
			01-5899	WORKSHOP REGISTRATION	275.00	1,295.00
00086610	01/08/2024	SECURLY	01-5890	CONTENT FILTERING		2,925.00

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Checks Dated 01/01/2024 through 01/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086611	01/08/2024	SIERRA COUNTY HEALTH DEPARTMENT	01-5510	ELECTRICAL SERVICES FOR TECH COTTAGE		289.50
00086612	01/08/2024	SLAKEY BROTHERS	01-4320	HEATER MOTORS		776.45
00086613	01/08/2024	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		145.00
00086614	01/08/2024	SVGMD	01-5890	Well Management Fee		200.00
00086615	01/26/2024	AIRGAS, USA, LLC	01-5600	TANK RENTAL LHS/DVL		340.42
00086616	01/26/2024	ALUM-LINE, INC	01-6400	Utility Trailer		7,203.00
00086617	01/26/2024	AMAZON CAPITAL SERVICES	01-4300	ADAPTER	22.50	
				TECHNOLOGY SUPPLIES	45.03	
			01-4302	TONER	321.74	
			01-4320	SIGNS	63.10	
			01-4330	health supplies	24.65	
				Keyboard & Mouse	42.88	
				Medical Supplies	58.93	
				nurse supplies	24.65	
				OFFICE SUPPLIES	12.57	616.05
00086618	01/26/2024	AMERIGAS	01-5540	PROPANE		27,097.37
00086619	01/26/2024	AT&T	01-5890	PHONE SERVICES	55.41	
			01-5899	PHONE SERVICES	25.75	
			01-5910	PHONE SERVICES	597.73	678.89
00086620	01/26/2024	CALEY ELECTRIC	01-6500	DISHWASHER INSTALL		1,800.00
00086621	01/26/2024	CALIFORNIA ASSOC. FFA ANGIE MILES, FINANCIAL SERVICE	01-5200	State Conference		190.00
00086622	01/26/2024	CITY OF LOYALTON	01-5530	WATER AND SEWER - LOYALTON SITES	4,181.19	
			01-5899	WATER AND SEWER - LOYALTON SITES	250.86	4,432.05
00086623	01/26/2024	BRIAN DEVLIN	01-5200	MILEAGE		11.85
00086624	01/26/2024	DIESEL EMISSIONS SERVICE	01-5600	BUS REPAIR		6,948.06
00086625	01/26/2024	DOWNIEVILLE PUBLIC UTILITY DIS	01-5530	Water		664.63
00086626	01/26/2024	EDWARDS, STEVENS AND TUCKER, LLP	01-5810	LEGAL FEES		2,356.00
00086627	01/26/2024	GATEWAY MOUNT CENTER	01-5200	FIELD TRIP DEPOSIT		1,000.00
00086628	01/26/2024	HUNT & SONS, INC.	01-5590	HEATING OIL		1,752.91
00086629	01/26/2024	K 12 MANAGEMENT DBA FUELED	01-5890	STUDENT LICENSE BLOCK/ISP COURSES		5,663.00
00086630	01/26/2024	LEARNING A-Z	01-5890	READING A-Z/RAZ-KIDS LICENSE		2,107.00
00086631	01/26/2024	LES SCHWAB	01-4350	BUS TIRES	1,795.08	
				Vehicle maintenance	203.96	1,999.04
00086632	01/26/2024	LIBERTY UTILITIES	01-5510	ELECTRIC - LOYALTON SITES		4,387.93
00086633	01/26/2024	MIRAVIA, LLC	01-4330	BOOKS		95.90

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Checks Dated 01/01/2024 through 01/31/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00086634	01/26/2024	MOBY MAX	01-5890	K-8 CURRICULM RENEWAL		3,795.00
00086635	01/26/2024	MODEL DAIRY, LLC	13-4700	DAIRY PRODUCTS		773.73
00086636	01/26/2024	NORTHAM DISTRIBUTING, INC.	13-4340	CAFE FOOD/SUPPLIES	82.71	
			13-4700	CAFE FOOD/SUPPLIES	2,890.13	2,972.84
00086637	01/26/2024	ODP BUSINESS SOLUTIONS LLC	01-4300	Supplies	89.14	
			01-4302	Copy Paper and Supplies	855.64	
			01-4330	Copy Paper and Supplies	27.75	972.53
00086638	01/26/2024	PACIFIC GAS & ELECTRIC COMPANY	01-5510	Electricity		4,593.29
00086639	01/26/2024	UBEO WEST LLC	01-5600	COPIER MAINT.		2.73
00086640	01/26/2024	REALLY GOOD STUFF LLC	01-4300	classroom supplies		70.76
00086641	01/26/2024	SIERRA BOOSTER	01-5890	ADVERTISEMENTS/LEGAL/PUBLIC NOTICES		96.00
00086642	01/26/2024	INTERMOUNTAIN DISPOSAL, INC.	01-5520	GARBAGE SERVICE	620.32	
			01-5899	GARBAGE SERVICE	12.44	632.76
00086643	01/26/2024	SIERRA HARDWARE	01-4320	Misc Maintenance supplies		477.67
00086644	01/26/2024	SIERRA VALLEY HOME CENTER	01-4300	MISC. AG SUPPLIES	53.83	
			01-4320	MAINT. SUPPLIES	31.61	
				MAINT/CUSTODIAL SUPPLIES	224.76	310.20
00086645	01/26/2024	SIERRA-PLUMAS JOINT UNIFIED	01-5890	BANK SERVICE FEES		376.35
00086646	01/26/2024	SIERRA-PLUMAS JOINT UNIFIED ASB ACCOUNT	01-5800	Reim for Football/Volleyball Officials Mileage		991.45
00086647	01/26/2024	SIERRA VALLEY FEED	01-4300	Welding Supplies	556.56	
				Unpaid Sales Tax	37.62-	518.94
00086648	01/26/2024	SEAN SNIDER	01-5200	MILEAGE/PER DIEM		222.58
00086649	01/26/2024	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	13-8634	SALES TAX		26.00
00086650	01/26/2024	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5890	EMPLOYMENT FINGERPRINTING		96.00
00086651	01/26/2024	CHRISTOPHER STRINE	01-5890	BUS DRIVER REIMBURSEMENT		151.82
00086652	01/26/2024	SYSKO SACRAMENTO	13-4340	CAFETERIA - FOOD AND SUPPLIES	301.18	
			13-4700	CAFETERIA - FOOD AND SUPPLIES	1,922.54	2,223.72
00086653	01/26/2024	TEACHER SYNERGY, LLC	01-4300	FORENSIC CURRICULM		399.99
00086654	01/26/2024	TERMINIX PROCESSING CENTER	01-5890	PEST CONTROL -LES/LHS		177.00
00086655	01/26/2024	TINY EYES THERAPY SERVICES	01-5890	THERAPY SERVICES		1,813.61
00086656	01/26/2024	TRI COUNTY SCHOOLS INS. GR.	01-9535	HEALTH INSURANCE	8,925.86	
			76-9576	HEALTH INSURANCE	89,542.12	98,467.98
00086657	01/26/2024	U.S. BANK	01-4300	Certificates	173.59	
			01-4305	Rule Books	88.21	
			01-4330	ADOBE PRO SUBSCRIPTION	13.33	

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**Checks Dated 01/01/2024 through 01/31/2024**

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00086657	01/26/2024	U.S. BANK	01-4330	ANTIVIRUS	141.99				
				OFFICE SUPPLIES	57.89				
				QUICKEN RENEWAL-DVL ASB	119.88				
						01-4350	FUEL FOR MAINT.	66.96	
						01-5200	ALA/MFE Registration	79.00	
							CHARTER BUS	2.43	
							FIELD TRIP TICKETS	120.00	
							Pro Dev.	150.00	
							PROFESSIONAL DEVELOPMENT	1,206.25	
						01-5890	ZOOM SUBSCRIPTION	66.36	
			01-5899	ADOBE PRO SUBSCRIPTION	6.66				
				PROFESSIONAL DEVELOPMENT	1,206.25				
				Unpaid Sales Tax	11.73-	3,487.07			
00086658	01/26/2024	VERIZON WIRELESS	01-5899	CELL PHONE SERVICE	221.63				
				CELL PHONE SERVICE	229.31				
				CELL PHONE SERVICE	363.86	814.80			
00086659	01/26/2024	U.S. BANK VOYAGER	01-4305	FUEL FOR ATHLETIC TRIPS	1,075.76				
				01-4351	BUS FUEL	3,783.01			
				Fuel for Maintenance	38.60				
			01-5200	FIELD TRIP FUEL	449.03				
				FUEL	59.21	5,405.61			
00086660	01/26/2024	AMANDA WATTENBURG	01-5200	MILEAGE		65.66			
<b>Total Number of Checks</b>					<b>73</b>	<b>310,465.25</b>			

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund	64	170,155.11
13	Cafeteria Fund	6	7,217.62
73	Foundation Trust (Bechen)	2	14,000.00
76	Warrant/Pass Though (payroll)	2	119,141.87
Total Number of Checks		<b>73</b>	310,514.60
Less Unpaid Sales Tax Liability			49.35
<b>Net (Check Amount)</b>			<b>310,465.25</b>

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



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# SIERRA COUNTY OFFICE OF EDUCATION

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

James T. Berardi  
Superintendent

Phone: (530) 993-1660  
FAX: (530) 993-0828  
Email: jberardi@spjUSD.org

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Meeting Date: February 13, 2024

Subject: Public Hearing AB1200 Salary Settlement Disclosure Between SCOE and SPTA, SPCEA, Administrators and Confidential.

Recommendation:

Approve agreements between SCOE and SPTA, SPCEA, Administrators and Confidential for fiscal year 2023-24

Background:

*Education Code* section 3547.5 requires that the public disclosure of the major provisions of the agreement and the resulting costs be done “at a public meeting of the public school employer.” As a single district county, the CDE needs a copy of the public disclosure that the district and COE present to the board.

Action:

The parties’ agreement is effective January 29, 2024 and includes the following compensation items:

- SPTA, SPCEA, Administrators, Confidential: An off-schedule \$4,000 per 1.0 FTE, prorated for partial FTEs
- SPTA, SPCEA, Administrators, Confidential: An on-going 2% salary schedule increase retroactive to July 1, 2023
- SPTA: Adjustment of the K-8 Athletic Director stipend from \$1,000 per season to \$2,000 per season (3 seasons total) and adjustment of the 9-12 Athletic Director stipend from \$2,500 per season to \$2,750 in accordance with the partial tentative agreement reached on November 16, 2023
- Confidential: Article 19.5: Initial Placement on the Salary Schedule: Effective with the 2023-24 school year, four (4) years credit for related experience within the past ten (10) years beyond the minimum requirement. (This will match the current Classified CBA.) Update salary schedule columns/longevity steps: Move through columns A-I in years 1-9, Column J in years 10-14, Column K in years 15-19, Column L in years 20-24, Column M in years 25-29, and Column N in years 30+. (This will match current Classified Salary Schedule column movement.)

The attached agreement closes all negotiations for 2023-24.

Financial Considerations:

Costs for the off-schedule payments will be charged to one-time categorical funding. Costs for the on-going increases will be funded from the unrestricted general fund of the district. Total costs and the impact on the general fund for the district are reflected in the AB1200 analysis.

Sierra-Plumas Joint Unified School District  
Sierra-Plumas Teachers Association

Tentative Agreement for Salary and Benefits 2023-24 School Year

1.29.2024

**1. Article 12 - Salary**

- a. Salary increase of 2.0% to all certificated schedules, effective July 1, 2023 and an additional one-time payment of \$4,000 to all bargaining unit members in active employment status as of January 29, 2024 (prorated per position FTE)
- b. Stipends
  - i. Amend language for the following Athletic Director stipends and increase the stipend amount for the middle school athletic director to compensate more equitably for the increased work load and responsibilities due to recently added grade levels and sports.
    - 1. Loyalton High Grades 9-12 (\$2,750 x 3 seasons) \$8,250 cap; \$2,750 per season
    - 2. Loyalton Grades TK-8 (\$2,000 x 3 seasons) \$6,000 cap; \$2,000 per season

**2. Article 11 – Health Benefits**

- a. Status-quo

This tentative agreement is reached on this day, January 29, 2024, and closes out all negotiations for Salary and Health and Welfare Benefit negotiations for the 2023-24 school year.

**For the District:**

Sean Snider 1/29/24

Sean Snider, Superintendent of SPJUSD

James Berardi 1/29/24

James Berardi, Superintendent of SCOE

**For the Association:**

Laurie Petterson 1/29/24

Laurie Petterson, President SPTA

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS  
SIERRA COUNTY BOARD OF EDUCATION AND  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD  
TENTATIVE AGREEMENT  
ADMINISTRATIVE EMPLOYEES  
2023-2024 SALARY AND BENEFITS

**A. Wages**

Salary increase of 2.0% to all administrator salary schedules retroactive to July 1, 2023 and an additional one-time payment of \$4,000 to all bargaining unit members (prorated per FTE) in active status as of February 1, 2024.

The Employers propose that in mutual agreement with Sierra County Superintendent, Sierra County Board of Education, and Sierra-Plumas Joint Unified School District Administrative Employees, to close negotiations for the 2023-2024 school year.

Accepted for Administrative Employees



Administrative Employees Representative  
Sierra County Office of Education  
Sierra-Plumas Joint Unified School District

2-5-24  
Date

Accepted for the Employer



Sean Snider  
Superintendent, Sierra-Plumas Joint Unified School District

2/05/24  
Date

Accepted for the Employer



James Berardi  
Superintendent, Sierra County Office of Education

2/5/24  
Date

SIERRA COUNTY SUPERINTENDENT OF SCHOOLS  
SIERRA COUNTY BOARD OF EDUCATION AND  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD  
TENTATIVE AGREEMENT  
SIERRA-PLUMAS CLASSIFIED EMPLOYEES ASSOCIATION (S-PCEA)  
2023-2024 SALARY AND BENEFITS

**Article 19, Wages**

Salary increase of 2.0% to all classified salary schedules retroactive to July 1, 2023 and an additional one-time payment of \$4,000 to all bargaining unit members (prorated per 8 hour FTE) in active status as of February 1, 2024. The one-time payment shall be a maximum of \$4,000 combined between SCOE and SPJUSD mutual employees.


The employers propose that in mutual agreement with Sierra County Superintendent, Sierra County Board of Education, and Sierra-Plumas Joint Unified Governing Board and Sierra-Plumas Classified Employees Association that negotiations will remain open for the 2023-2024 for Collective Bargaining Agreement updates related to outdated language and effective dates. Salary and Benefits negotiations shall be closed for the 2023-2024 school year.

Accepted and Ratified for S-PCEA Employees

  
Stacey Wilson, S-PCEA Representative

2/5/24  
Date

Accepted and Ratified for the Employer

  
Sean Snider

Superintendent, Sierra-Plumas Joint Unified School District

2/05/24  
Date

Accepted and Ratified for the Employer

  
James Berardi,

Superintendent, Sierra County Office of Education

2/5/24

**SIERRA COUNTY SUPERINTENDENT OF SCHOOLS  
Confidential Employees  
2023-2024 TENTATIVE AGREEMENT**

**1. Article 19, Wages**

Salary increase of 2.0% retroactive to July 1, 2023 and an additional one-time payment of \$4,000 to all bargaining unit members in active status as of February 1, 2024.

Article 19.5: Initial Placement on the Salary Schedule: Effective with the 2023-24 school year, **four (4) years credit** for related experience within the past ten (10) years beyond the minimum requirement. ***(This will match the current Classified CBA.)***

Update salary schedule columns/longevity steps: Move through columns A-I in years 1-9, Column J in years 10-14, Column K in years 15-19, Column L in years 20-24, Column M in years 25-29, and Column N in years 30+. ***(This will match current Classified Salary Schedule column movement.)***

The employers propose that in mutual agreement with Sierra County Superintendent of School and the Confidential Employees Association that negotiations will remain open for the 2023-2024 for Collective Bargaining Agreement updates related to outdated language and effective dates. Salary and Benefits negotiations shall be closed for the 2023-2024 school year.



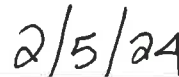
Adrienne Garza, Confidential Representative



Date



James Berardi, Superintendent of SCOE



Date

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## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent

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

---

Meeting Date: February 13, 2024

Subject: Public Hearing AB1200 Salary Settlement Disclosure Between SPJUSD and SPTA

Recommendation:

Approve agreement between SPJUSD and SPTA for fiscal year 2023-24

Background:

*Education Code* section 3547.5 requires that the public disclosure of the major provisions of the agreement and the resulting costs be done “at a public meeting of the public school employer.” As a single district county, the CDE needs a copy of the public disclosure that the district presents to the board.

Action:

The parties’ agreement is effective January 29, 2024 and includes the following compensation items:

- An off-schedule \$4,000 per 1.0 FTE, prorated for partial FTEs
- An on-going 2% salary schedule increase
- Adjustment of the K-8 Athletic Director stipend from \$1,000 per season to \$2,000 per season (3 seasons total) and adjustment of the 9-12 Athletic Director stipend from \$2,500 per season to \$2,750 in accordance with the partial tentative agreement reached on November 16, 2023

The attached agreement closes all negotiations for 2023-24.

Financial Considerations:

Costs for the off-schedule payments will be charged to one-time categorical funding. Costs for the on-going increases will be funded from the unrestricted general fund of the district. Total costs of \$215,980 and the impact on the general fund are reflected in the AB1200 analysis.

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## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent

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

---

Meeting Date: February 13, 2024

Subject: Public Hearing AB1200 Salary Settlement Disclosure Between SPJUSD and Administrators

Recommendation:

Approve agreement between SPJUSD and Administrators for fiscal year 2023-24

Background:

*Education Code* section 3547.5 requires that the public disclosure of the major provisions of the agreement and the resulting costs be done “at a public meeting of the public school employer.” As a single district county, the CDE needs a copy of the public disclosure that the district presents to the board.

Action:

The parties’ agreement is effective January 29, 2024 and includes the following compensation items:

- An off-schedule \$4,000 per 1.0 FTE, prorated for partial FTEs
- An on-going 2% salary schedule increase

The attached agreement closes all negotiations for 2023-24.

Financial Considerations:

Costs for the off-schedule payments will be charged to one-time categorical funding. Costs for the on-going increases will be funded from the unrestricted general fund of the district. Total costs of \$27,712 and the impact on the general fund are reflected in the AB1200 analysis.

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## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent

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

---

Meeting Date: February 13, 2024

Subject: Public Hearing AB1200 Salary Settlement Disclosure Between SPJUSD and SPCEA

Recommendation:

Approve agreement between SPJUSD and SPCEA for fiscal year 2023-24

Background:

*Education Code* section 3547.5 requires that the public disclosure of the major provisions of the agreement and the resulting costs be done “at a public meeting of the public school employer.” As a single district county, the CDE needs a copy of the public disclosure that the district presents to the board.

Action:

The parties’ agreement is effective January 29, 2024 and includes the following compensation items:

- An off-schedule \$4,000 per 1.0 FTE, prorated for partial FTEs
- An on-going 2% salary schedule increase

The attached agreement closes all negotiations for 2023-24.

Financial Considerations:

Costs for the off-schedule payments will be charged to one-time categorical funding. Costs for the on-going increases will be funded from the unrestricted general fund of the district. Total costs of \$160,995 and the impact on the general fund are reflected in the AB1200 analysis.



**Employment Agreement**  
**Between the Sierra-Plumas Joint Unified School District**  
**and**  
**Sean R. Snider**

This employment agreement (“Agreement”) is entered into between the Governing Board (“Board”) of the Sierra-Plumas Joint Unified School District (“District”) and Sean R. Snider (“Superintendent”) as of August 8, 2023.

1. Term

District employs Sean Snider as the District’s Superintendent commencing on September 1, 2023, and ending on June 30, 2025, unless such employment is terminated earlier or extended in accordance with the provisions of this Agreement.

2. Work Year and Hours of Work

Superintendent shall render twelve (12) months of full and regular service to District in the form of two hundred twenty (220) actual workdays during the fiscal year, inclusive of any paid sick days (see Section 8 of the Agreement, below). Prior to July 1 of each year of this Agreement, Superintendent shall submit a proposed calendar of their two hundred twenty (220) workdays to the Board for Board approval. It is understood that the demands of the position of Superintendent will require more than eight (8) hours per work day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

3. Compensation

Superintendent is employed as a full-time employee of District with an annual salary of One Hundred Sixty Thousand dollars (\$160,000.00). The annual salary shall be payable in installments of one-twelfth (1/12) of the annual salary on or before the last day of each month for services rendered during that month. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be \$727.27.

The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956(b). A change in salary during the term of the Agreement shall not, in and of itself, constitute the creation of a new agreement or extension of the Agreement.

4. Fringe Benefits

During Superintendent’s employment under the Agreement, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected.

Superintendent is responsible for their share of contributions to CalSTRS.

#### 5. Work Related Expenses

District shall reimburse Superintendent for ordinary and necessary expenses incurred relative to employment as Superintendent, including mileage, consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.

Superintendent shall provide a suitable automobile for transportation in the performance of their duties on school business within Sierra County. Superintendent shall receive Three Hundred Forty dollars (\$340.00) per month allowance for the purpose of maintaining the automobile.

If the Superintendent seeks to be reimbursed for the cost of traveling outside of Sierra County, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

#### 6. Professional Dues and Professional Development

District shall pay the annual dues for Superintendent's membership of the Association of California School Administrators ("ACSA"), as well as 2-3 community service organizations (i.e., Rotary, Lions, etc.)

If requested by Board or at Superintendent's option, with Board approval, Superintendent shall participate in operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations at District expense.

#### 7. Technology Devices

At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which they have conducted any District business, regardless of whether the device is provided by District pursuant to the Agreement. This waiver permits Board or anyone authorized by Board to examine

the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

#### 8. Leaves

Superintendent shall accrue illness leave at the rate of one (1) day per month. Accrued, unused illness leave shall not be compensable upon separation.

Superintendent shall not accrue paid vacation and shall not receive paid holidays. The Parties expect that Superintendent will not schedule any of Superintendent's two hundred twenty (220) paid workdays on the same days as District-recognized holidays.

#### 9. General Duties

Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent agrees to be the Chief Executive Officer of District.

Superintendent agrees to perform, at the highest level of competence, all services, duties, and obligations required by (i) the Agreement, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate any of their duties to a responsible District employee unless otherwise prohibited by Board or any applicable law, Board rule, regulation, or policy.

Superintendent shall have primary responsibility for the management of all District affairs. In carrying out their duties, Superintendent shall provide educational leadership to District and make student learning and student success their highest priorities. Superintendent shall endeavor to maintain and improve their professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties whenever at least one district facility is open and Superintendent is unavailable. Superintendent shall notify Board President when doing so.

Superintendent shall carry out all lawful activities as directed by Board from time to time.

#### 10. Administrative and Board-Related Duties

Superintendent shall establish and maintain positive community, staff, and Board relations.

Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.

Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

Superintendent shall have primary responsibility for the implementation of District policies. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification. Board retains primary responsibility for formulation of Board policies.

Superintendent shall be responsible for the development of administrative regulations required or necessary for the implementation of District policies, and shall place any new or modified administrative regulation on the agenda of a Board meeting for Board information and/or approval.

As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.

Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.

Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.

Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.

Superintendent shall have such other duties properly delegated to him or her by Board.

#### 11. Personnel Duties

Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts and applicable Board policies and regulations.

Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. Superintendent shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

Superintendent shall provide leadership and direction in negotiations with all labor groups.

#### 12. External Relation Duties

Superintendent shall represent District before the public, and shall develop and maintain public relations strategies and protocols as may be necessary to improve understanding and to keep the public informed about District activities, needs, and results.

Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 9 and 10 of the Agreement.

Superintendent shall regularly report to Board on all external relations activities.

### 13. Other Duties

In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at district expense, a complete medical examination prior to February 15 of each year during the Agreement. The examination shall be conducted by a licensed physician selected by Superintendent. The written statement which shall be provided to Board shall be limited to the physician's determination of the continued fitness of Superintendent to perform the duties required under the Agreement, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

### 14. Licenses and Credentials

Superintendent is required to maintain a valid driver's license for California and have a vehicle available at all times to perform the duties of the position.

Superintendent shall furnish to District throughout the duration of this Agreement a valid and appropriate credential issued by the California Commission on Teacher Credentialing to act as an administrator in the District.

### 15. Evaluation

Board shall evaluate Superintendent in each year, utilizing the process set forth below.

Prior to ~~December 1~~ **June 30** of each year, Board shall meet to establish Superintendent's performance goals and objectives for ~~that~~ **the following** school year based on the duties and responsibilities set forth in the Agreement, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.

Prior to ~~January 1~~ **August 1** of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to the process above. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."

Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Agreement, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

At a regularly scheduled Board meeting prior to May 31 of each year, Superintendent shall present Board with a report on the ~~state of District final progress on goals for that year.~~

~~Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.~~

Prior to June 30 of each year, and after receiving Superintendent's state of the District report ~~and self-evaluation~~, each of the following shall occur:

- Each Board member shall individually complete the evaluation instrument;
- Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- Board President ~~or designee~~ shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

Failure of Board to complete the evaluation process does not constitute a material breach of the Agreement and shall not result in the amendment or extension of the Agreement. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Section 16 of the Agreement.

#### 16. Agreement Renewal, Extension, or Termination

Upon the completion of a satisfactory annual performance evaluation, the length of the employment contract shall be extended by one (1) year. Should Board desire Superintendent to continue as Superintendent beyond the term of the Agreement, the Parties shall negotiate and execute a new agreement or an amendment to this Agreement to extend its term.

##### a. Agreement Non-Renewal

Should Board determine that it does not wish to negotiate and execute a new agreement at the end of the term of the Agreement, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Agreement, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the automatic renewal provision in Education Code Section 35031 when Board fails to give the required notice. Rather, if Board fails to provide notice of non-renewal, the Agreement shall automatically renew, and its provisions shall be in effect for a period of one year.

Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Agreement, Superintendent shall, in writing, remind Board of Board's obligation to give written notice pursuant to Education Code Section 35031. Superintendent agrees that their failure to provide the reminder notice to Board shall invalidate the notice requirement under Education Code

Section 35031 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031.

b. Termination for Cause

Notwithstanding any other provision of the Agreement, Superintendent may be terminated for cause prior to the expiration of the Agreement, for any of the following:

- Failure by Superintendent to possess or maintain a valid California Administrative Credential,
- Suspension or revocation of Superintendent's California Administrative Credential,
- Neglect of Duty,
- Physical or mental inability of Superintendent to perform their duties,
- Material breach of the Agreement,
- Superintendent interviews for any other position during the term of the Agreement and they fail to notify Board President within three days of the interview, or
- Any other legally permissible reason.

Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that they are District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Agreement shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit

under the Agreement including, but not limited to, the benefits described in Section 4 of this Agreement, “Fringe Benefits,” inclusive.

A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

c. Termination Without Cause

Notwithstanding any other provision of the Agreement, Board shall have the sole right to terminate Superintendent without cause at any time before normal expiration of the Agreement. If Board so terminates Superintendent, it shall pay to Superintendent their base salary and medical/dental/vision and other benefits provided under the Agreement for either twelve (12) months or the number of months remaining on the Agreement, whichever is less. This compensation shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

d. Termination by Mutual Consent

Notwithstanding any other provision of the Agreement, Board and Superintendent may, by mutual consent, terminate the Agreement before its expiration.

If the Agreement is terminated by mutual consent of the Board and Superintendent, the maximum cash settlement that Superintendent may receive shall be either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. Termination of the Agreement by mutual consent shall constitute a release of all claims Superintendent may otherwise have against Board or District. This paragraph is set forth herein because it is required by Government Code Section 53260(a), but the Parties agree that it shall be superseded by the termination for cause provisions set forth in Section 16(b) of this Agreement in the event that Superintendent is terminated for cause or by the limitations set for in Section 16(c) of this Agreement in the event that Superintendent is terminated without cause.

e. Termination by Death

The Agreement shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Agreement shall be deemed fully satisfied.

17. Fraud, Misappropriation of Funds, Illegal Fiscal Practices, or Abuse of Office

Pursuant to Government Code Section 53260(b), the Parties acknowledge and agree that the District shall not provide a cash or noncash settlement to Superintendent in any amount if the Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

If Superintendent is convicted of a crime involving abuse of their office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.



### 18. Liability for Taxes

Notwithstanding any other provision of the Agreement, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Agreement or any related agreement and agrees to indemnify and hold District harmless from such tax consequences.

### 19. General Provisions

The Agreement is the full and complete agreement between the Parties. Agreement can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

The Agreement contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between Board and Superintendent.

The Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. The laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

The Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Sierra County, State of California.

The Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

20. Execution

This Agreement was approved by the Governing Board and became effective at the Board's August 8, 2023 regular Board Meeting upon a vote by the Governing Board in open session after an oral summary of the salary or salary schedule and fringe benefits as required by Government Code section 54953(c)(3). **This agreement was revised to reflect the new evaluation timeline agreed to by both parties and approved by the Governing Board and became effective at the February 13, 2024 regular Board Meeting.**

\_\_\_\_\_  
Kelly Champion, President, on behalf of  
Sierra-Plumas Joint Unified School District  
Governing Board

Date: \_\_\_\_\_

\_\_\_\_\_  
~~Dorie Gayner~~, Clerk, on behalf of  
Sierra-Plumas Joint Unified School District  
Governing Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Sean Snider, Superintendent

Date: \_\_\_\_\_

HERTZ CAR SALES KEARNY MESA Sale Control V9.00 Wednesday January 24, 2024  
 Current Deal #37878 Opp @ 65433 \*Hertz Vehcl\* HERTZ  
 TypeQ 1 Retail Customer A 59587 Stock Z 58734 DateW 01/24/2024

CashSalePrice S	65955.00	Cash Deposit F	0.00	Slsmn1 U270819 SHADEMAN
Tx Accessory X	0.00	Mnfg Rebate V	0.00	Slsmn2 # _____
Document Fees E	85.00	Pck1 0 days G	0.00	Combo #457046 Golandam
Taxable Smog \$	0.00	Pck2 0 days \$	0.00	
State Tax \$	5118.10	TOTAL DOWN \$	0.00	
Luxury Tax \$	0.00			
VEHICLE TOTAL \$	71158.10	Trade1 Gross B	0.00	LenderM 0 None
		Payoff Y	0.00	Method: 1 Normal
L A & H TypD 0 \$	0.00	ACV H 0.00		TermI 1
Serv Contract C	0.00	Trade2 Gross \$	0.00	APR, 0.00%
Vehc Insurance \$	0.00	Payoff \$	0.00	
NonTx Accessry \$	0.00	ACV \$ 0.00		1stPymtDate: 03/09/2024
		TOTAL TRADE \$	0.00	Days to 1st PymtO 45
State DMV Fee R	816.00			
State Smog Fee \$	8.00	TOTAL SALE \$	71982.10	
State Tire Fee \$	0.00	TOTAL CREDIT \$	0.00	MNTHLY PYMT P 71982.10
DMV R/S NumberJ _____		AMT FINANCED N	71982.10	TOTAL PYMTS \$ 71982.10

FastDeal: \_\_\_\_\_

Customer: SIERRA - PLUMAS JOINT UN Stock: Used 2023 CHEVROLET SUBURBAN/41  
 VIN #1GNSKFKD1PR203207 68100/65955/-2145

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# SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent

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

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## MEMORANDUM OF UNDERSTANDING

BETWEEN  
Sierra-Plumas Joint Unified School District  
AND  
Toddler Towers Inc.

This understanding is made and entered into this 13th day of February, 2024 by and between the Sierra-Plumas Joint Unified School District, whose address is 109 Beckwith St. Loyalton, CA 96118 hereinafter referred to as SPJUSD, and Toddler Towers Inc. whose address is 107 Beckwith St. Loyalton, CA 96118, hereinafter referred to as Toddler Towers.

This Memorandum of Understanding (MOU), or collaborative agreement, outlines expectations and guidelines for working in partnership. The purpose of this document is to provide details on those expectations and guidelines, while fostering an environment of collaboration and partnership in providing expanded learning opportunities and after school care for all TK-6 school-age children in Sierra County. It is co-authored by individuals representing the agencies/districts/programs involved.

### 1. SCOPE OF WORK

- A. PURPOSE – To provide after-school learning opportunities and after-school care on all campuses currently providing education to children in grades transitional-kindergarten to sixth grade. According to Education Code Section 46120(d), by the 2023-2024 school year, districts, *“Shall offer to at least all unduplicated pupils in classroom-based instructional programs in kindergarten and grades 1-6, inclusive, and provide to at least 50 percent of enrolled unduplicated pupils in classroom-based instructional programs in kindergarten and grades 1-6, inclusive, access to expanded learning opportunity programs (ELO-P).”*
- B. COLLABORATION AND WORKING TOGETHER – Toddler Towers will provide after-school programs using a combination of their own facilities and select SPJUSD facilities. Regular collaboration will occur between SPJUSD leadership and Toddler Towers staff about the implementation of the program.
- C. ROLES AND RESPONSIBILITIES – To provide after-school care for students in grades TK-6 at Loyalton Elementary School and Downieville School, located in the Sierra-Plumas Joint Unified School District. Toddler Towers will abide by the child nutrition guidelines, and will serve one snack each day. Toddler Towers will provide their own nutritional items. Toddler Towers must maintain program fees and student documentation. The Toddler Towers program will be available for all school attended days and calendared non-school days, with the exception of the following days: New Year’s Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day / day after, Christmas Eve, Christmas Day, and Preschool graduation day.

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## SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

Sean Snider  
Superintendent

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

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Components include:

- Child nutrition guidelines: Toddler Towers will follow all SPJUSD nutrition guidelines. These guidelines can be found at <https://www.fns.usda.gov/cacfp>.
- Program Fees: Toddler Towers will provide the ELO-P program free of charge to all eligible students as defined by the state (pupils who are eligible for free or reduced-price meals, homeless youth, or Foster youth), and maintain their current fee schedule for paid students for registration, late pick-up and tuition. The current fee schedule can be found on page 5 of this MOU.
- Supervision requirement: There shall be no more than a 1:20 adult to child ratio at any time, with a 1:10 adult to child ratio for grades TK and K. All enrolled children in the Toddler Towers program shall be under the direct supervision of Toddler Towers employees. All children must be signed in and shall not be released until a parent/guardian or documented and approved caregiver signs them out.
- Staff requirements: Toddler Towers staff will meet SPJUSD requirements for all ELO-P instructor and aide positions.
- Fingerprinting/Background Check Requirement: Toddler Towers shall comply with the requirements of the California Education Code regarding fingerprinting and background checks, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Toddler Towers' employees prior to service with any SPJUSD pupil. Toddler Towers hereby agrees that Toddler Towers' employees shall not come in contact with SPJUSD pupils until CDOJ and FBI clearance are ascertained. Prior to commencing services for students and any time there are changes in personnel, Toddler Towers shall ensure and certify in writing to SPJUSD that none of its employees who are working with SPJUSD students have been convicted of a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011. This prohibition does not apply to those who have obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 for a felony listed under Education Code section 45122.1 and who provide satisfactory documentation of same.

Toddler Towers shall require each employee working with SPJUSD pupils to report immediately to the SPJUSD any subsequent arrest for a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011, and Toddler Towers shall immediately prohibit such employee from

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having any contact with SPJUSD pupils pursuant to this MOU. SPJUSD shall have no responsibility for costs of criminal background checks and arrest notifications.

- **Mandated Reporting Requirements:** Toddler Towers agrees to provide required training to all employee and volunteer staff regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. Toddler Towers agrees to report incidents of abuse or neglect to the SPJUSD, and that this reporting to SPJUSD is in addition to, and not in lieu of, Toddler Towers' obligation to immediately report suspected abuse or neglect to the appropriate public authorities. Toddler Towers shall maintain confidential records of any report of suspected child abuse and shall inform SPJUSD in writing within 24 hours of becoming aware of circumstances including, but not limited to, allegations of abuse involving a staff member or school volunteer.

Toddler Towers shall notify SPJUSD of general concerns regarding the health and safety of a pupil that may impact the pupil's educational program, including any suspected physical or psychological abuse. Toddler Towers also agrees to comply with all SPJUSD policies and procedures applicable to Title IX and its implementation.

- **Mandatory Trainings:** SPJUSD will require and provide all necessary mandatory trainings such as, but not limited to:
  - Mandated Reporter
  - Heat Illness
  - Blood Borne Pathogens
  - Sexual Harassment
  - Basic Pest Management (if using disinfecting wipes).
  - Covid-19 Prevention
- **Attendance tracking:** Attendance shall be tracked by Toddler Towers on each day students are in attendance, and will be available at any time for inspection by SPJUSD leadership.

D. **DATA SHARING** – It is the sole responsibility of Toddler Towers to enroll, track attendance, and collect payment for students enrolled in their program.

E. **TIMELINES AND DURATION** – This agreement will be for the 2023-24 school year (including the summer after) and will end on August 16th, 2024.

F. **RESOURCE COMMITMENTS** – SPJUSD will provide the following:

- Access to rooms and outdoor play areas at Loyalton Elementary and Downieville School.

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## 2. TERM OF AGREEMENT

This Agreement shall commence on February 13th, 2024 and continue through August 16th, 2024.

### G. INDEPENDENT CONTRACTOR AGREEMENT

- **Independent Contractor.** Subject to the terms and conditions of this Agreement, SPJUSD hereby engages Toddler Towers as an independent contractor to perform the services set forth herein, and Toddler Towers hereby accepts such engagement.
- **Independent Contractor Status.** Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between SPJUSD and Toddler Towers. Toddler Towers shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or affiliates of the parties, or between SPJUSD and any individuals assigned by Toddler Towers to perform any services for SPJUSD.
- **Insurance.** Toddler Towers shall procure and maintain the following insurance coverage: Coverage limits required by the SPJUSD are determined by the scope of work provided by Toddler Towers.
  - COMMERCIAL GENERAL LIABILITY INSURANCE, which shall include coverage for: bodily injury, property damage, contractual liability, products completed operations, personal injury and advertising injury with a combined single limit of not less than \$1,000,000 per occurrence.
  - WORKERS' COMPENSATION INSURANCE as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY: If the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
  - Toddler Towers shall name SPJUSD as an additional insured (by a separate endorsement) on the COMMERCIAL GENERAL LIABILITY policy. Toddler Towers agrees to provide SPJUSD with proof of insurance no less than fifteen (15) working days prior to commencement of any activities pursuant to this Agreement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to SPJUSD. Toddler Towers further agrees to notify SPJUSD immediately of any change in status affecting Toddler Towers' licensing and/or ability to perform duties described herein.

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- **Indemnification.** Toddler Towers agrees to defend, indemnify, and hold harmless the SPJUSD, its Board, officers, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of Toddler Towers, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and Toddler Towers shall pay for any and all damage to the property of the SPJUSD, or loss or theft of such property, done or caused by such persons. SPJUSD assumes no responsibility whatsoever for any property placed on the premises. Toddler Towers further agrees to waive all rights of subrogation against the SPJUSD. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the SPJUSD or any of its agents or employees.

### 3. COMPENSATION, PAYMENT AND FUNDING:

Compensation to Toddler Towers employees will be the sole responsibility of Toddler Towers respectively. Toddler Towers will invoice SPJUSD monthly for all expenses to cover the cost of the program.

### 4. TERMINATION

Either party may terminate this MOU with 30 days written notice.

#### REPORTING REQUIREMENTS:

- Outcomes will be evaluated by the SPJUSD Superintendent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Sierra-Plumas Joint Unified School District

Toddler Towers Inc.

\_\_\_\_\_  
Agency Head                      Date

\_\_\_\_\_  
Agency Head                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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**SIERRA KIDS**  
**CHILD DEVELOPMENT CENTER**

**Preschool and Afterschool Rates**

Full day childcare \_\_\_\_\_ \$33.00 per day

Half Day \_\_\_\_\_ \$25.00 per day

- 7:00-12:00/12:00-5:30 (Preschool/ Kindergarten Rate)

Kindergarten with Bus Transportation \_\_\_\_\_ \$15.00 per day

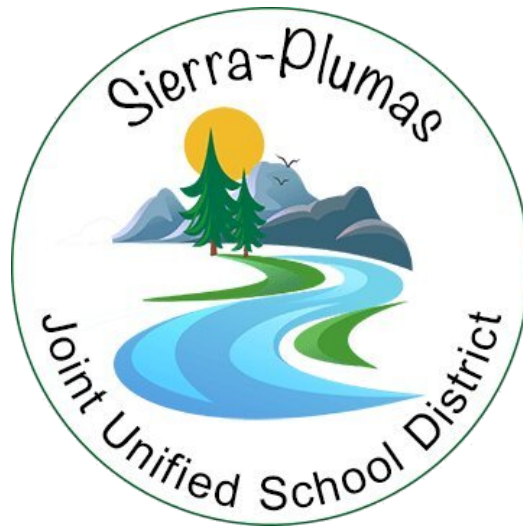
- 12:20-2:50

School-Age \_\_\_\_\_ \$15.00 per day

- 2:50-5:30

\*Early release school days will be charged at a half day rate

# EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE



**Prepared by: Sierra-Plumas Joint Unified School District in  
coordination with Toddler Towers Inc.**

**February 2024**

## **Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)**

**Local Educational Agency(LEA)Name:** Sierra-Plumas Joint Unified School District

**Contact Name:** Sean Snider, Superintendent

**Contact Email:** ssnider@spjUSD.org

**Contact Phone:** 530-993-1660 ext. 110

**Instructions:** Please list the school sites your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Loyalton Elementary School
2. Downileville Elementary School

### **Purpose**

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child and students' Social and Emotional Learning (SEL) and development.

### **Definitions**

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. ( EC Section 8482.1[a]) "Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. ( EC Section 46120[e][1])

## Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website. The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P. The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually. The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

# Expanded Learning Opportunities

## SPJUSD Program Plan

### **1—Safe and Supportive Environment**

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on-site, describe where in the community it will be and how students will be supported to get there.*

Sierra Plumas Joint Unified has collaborated with Sierra Kids, operating as Toddler Towers Inc., to offer students in the local community access to secure and nurturing before and after-school programs. These programs are designed to create a supportive and safe learning environment for students ranging from TK to 6th grade.

The SPJUSD/Sierra Kids ELO-P program is committed to maintaining a warm, inclusive, and safe environment that ensures a positive and enjoyable experience for all students. Our approach involves employing methods that honor and respond to the diverse backgrounds and circumstances of children, fostering positive identity development. In order to ensure that all families feel embraced, the Sierra Kids ELO-P program will implement culturally and linguistically appropriate communication strategies for both students and parents. To reduce the barrier to access for parents and students, all programs will be offered at the school site where students attend; therefore, no transportation is needed. Furthermore, the Sierra Kids ELO-P program is strategically located, utilizing both the SPJUSD Campus and the Sierra Kids Center to maximize safety and accessibility for all children. This approach ensures equal access for every child to attend our program. Each day, a dedicated Sierra Kids staff member will accompany the children, walking them from the facility to school in the morning, picking up the TK/K early release students, as well as the school-age children at the end of the school day, and safely walking them back to the facility. Since Sierra Kids is situated on school

district property in Loyalton, the proximity allows for a convenient and swift walk between the elementary school and the Sierra Kids Center; Downieville students will be served on their elementary school campus. Ample and accessible parking, along with well-maintained sidewalks along the school routes, further enhances the safety of our transportation arrangements.

Our impactful programs at Sierra Kids are carefully crafted and delivered by a team of highly qualified and dedicated staff members who meet the stringent qualification requirements set by SPJUSD. Each staff member undergoes thorough training modules in accordance with Sierra Kids' standards, covering essential areas such as basic first aid, CPR, child safety, and child development. Beyond these foundational elements, our staff also receives specialized training in social-emotional strategies, outdoor core education, and music education for ages 4-13. These initiatives empower our team to implement programs that not only support students socially and emotionally but also create a safe and nurturing environment. By integrating these diverse educational approaches, Sierra Kids is committed to providing a comprehensive and enriching experience, ensuring students thrive under our care.

Our program ensures a 20:1 ratio for 1st through 6th grade and 10:1 for TK and Kinder, providing personalized attention for each child. Specifically tailored for TK and Kinder, we offer designated spaces, playgrounds, and safe materials to create an environment that fosters learning and play. Safety and individualized support are our top priorities, making sure every child has the space and resources they need to thrive.

In addition to providing an enriching program, our utmost priority is the safety of all children. To ensure a secure environment, both elementary sites and the facility at Toddler Towers are undergoing significant enhancements. These improvements include but are not limited to new asphalt, fresh sod, upgraded playground equipment, modern appliances, additional storage sheds, and materials and supplies for the various enrichment activities we have planned. These amenities will be heavily utilized during the afterschool program, and these upgrades will play a crucial role in ensuring the safety of our program materials and supplies, further enhancing the overall safety and supportiveness of the environment.

## **2—Active and Engaged Learning**

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements but does not duplicate the instructional day.*

Our program is designed to offer well-rounded support, encompassing academic support, recreational activities, enrichment opportunities, and social-emotional learning. Our goal is to provide a diverse range of experiences that contribute to each child's overall development.

Our academic support includes daily opportunities for children to work on homework, get homework help, and receive tutoring and support. SPJUSD and Sierra Kids administration, along with our staff, work together to coordinate expanded day activities and interventions that meet the specific needs of both the school and the students.

Every day, our program offers recreational and enrichment opportunities to promote physical fitness, skill development, teamwork, and the exploration of new hobbies or interests. Collaboratively, SPJUSD and Sierra Kids provide extensive programming in performing arts, outdoor core education, and physical education throughout the year. Our STEAM/STEM programming further enhances the learning experience by offering hands-on educational activities, creating an environment where children can thrive and discover the joy of learning in a variety of disciplines.

Social and emotional learning is seamlessly woven into our programming, language, lessons, and daily routines. We actively encourage students to cultivate positive relationships with themselves and their peers. To further support their emotional development, we implement targeted and structured curricula such as "A Musical Field Journal," which are delivered to small groups throughout the year. Our commitment is to create an environment where students not only excel academically but also thrive emotionally, fostering a positive and supportive community within our program.

The SJPUDS/Sierra Kids program will utilize research-based program designs and project-based Learning whenever possible.

### **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

Our programs and partnerships are carefully designed to provide students with crucial twenty-first-century skills, including technology, creativity, critical thinking, communication, and collaboration. Our primary objective is to foster a sense of personal responsibility among students for their actions, school, community, and the world at large. We strive to instill confidence and competence in the community through the skills acquired in our program. Through these initiatives, our ultimate aim is to empower students to actively contribute, not only thriving individually but also making meaningful contributions to their broader community.

In our programming, we will offer differentiated support for academic strategies, multiple learning styles, enrichment, STEAM, healthy lifestyles, physical fitness, and nutrition. To further our comprehensive approach and ensure that our program addresses the diverse needs and preferences of each student, fostering a well-rounded and personalized learning experience, we will be incorporating national skill-building programs such as MAKers Club and Nexplore.

### **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

At SPJUSD/Sierra Kids, we are dedicated to empowering our students with leadership skills and meaningful learning opportunities. In our daily programs, we prioritize the development of leadership qualities through a variety of engaging activities.



To instill a sense of responsibility and teamwork, we implement rotating classroom jobs. Students take on roles such as snack helpers, clean-up crew, reading buddies, and project buddies. This approach not only promotes a collaborative environment but also encourages students to take ownership of their responsibilities.

In addition to structured roles, we believe in giving students the freedom to choose their activities. By offering a range of free activities, we empower them to make decisions and explore their interests.

To ensure our programming remains meaningful and responsive to the needs of our community, we conduct regular student, family, and teacher surveys. This feedback loop allows us to adapt and improve continuously, creating an environment that truly nurtures the growth and development of our students.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

We ensure that all snacks and meals served strictly adhere to the guidelines outlined by the National Child and Adult Care Food Program (CACFP). Furthermore, SPJUDS/Sierra Kids implements a nutrition policy, emphasizing the inclusion of local and organic options whenever possible to offer bioavailable nutrition for our children.

Our Extended Learning Opportunities Program (ELOP) prioritizes the health and well-being of our students by integrating nutritious meals and snacks alongside comprehensive health education. Through a strategic partnership with The Feather River Co-Op in Portola, we ensure the provision of weekly nutritious, local, and organic food. This collaboration extends beyond meals to include healthy eating classes designed to educate students on making informed food choices and understanding nutrition fundamentals. To make learning about healthy eating interactive and fun, we introduce Healthy Food Passports, encouraging students to explore and document various fruits and vegetables, enhancing their familiarity and preference for healthy foods.

Moreover, our program enriches students' learning experiences with field trips to local farms, facilitated by our partnership with The Feather River Co-Op. These excursions offer hands-on learning about sustainable farming and the importance of local agriculture, connecting students directly with the source of their food. Coupled with physical activity initiatives and education on the benefits of exercise, our ELO-P is committed to fostering a holistic environment where students can thrive both academically and physically. Through these efforts, we aim to instill lifelong healthy habits in our students, supporting not just their academic achievements but their overall well-being.

## **6—Diversity, Access, and Equity**

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.*

The ELO-P programming is aligned with the district's and Sierra Kids' commitment to inclusivity, sensitivity, and the recognition of the value of diversity. Both entities actively promote creating safe and welcoming environments for all participants, fostering a culture of inclusivity at every level. Our staff is dedicated to adapting and accommodating the physical and developmental abilities of all participants. Equity is a focal point in staff training to ensure fair and accessible support for everyone. Through a collaborative effort, SPJUSD will partner with Sierra Kids to extend the Sierra Kids ELO-P program to all eligible families. The SPJUSD bilingual staff will conduct outreach to eliminate any barriers to enrollment, ensuring that the program is accessible to all families in our community.

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

Every staff member directly supervising pupils in our program meets the minimum qualifications for an instructional aide, as outlined by the school district's policies. In adherence to current law and district policy for school personnel and volunteers, all

program staff and volunteers undergo fingerprint and TB clearance requirements. This ensures that our team is qualified and meets the necessary standards for the safety and well-being of the students under our care.

Our top priority is to provide the program with the most qualified staff, including teaching artists and educators. Sierra Kids will use rigorous recruitment efforts to identify the right candidates. Emphasis will be placed on staff retention, development, and advancement to ensure the maintenance of a high-quality program. Continuous training, developmental opportunities, and attendance at conferences are not only available but also encouraged for all staff members. This commitment to ongoing professional growth ensures that our team remains well-equipped and dedicated to delivering an exceptional program.

We provide comprehensive training for our staff, covering CPR, First Aid, mandated reporting, child safety, social-emotional learning strategies, district protocols, Sierra Kids protocols, program planning, behavior, and classroom management. This ensures that our team is well-prepared to address various aspects of program operation and student well-being. To uphold program excellence, SPJUSD's Superintendent and Sierra Kids ELO-P Program Director will convene regularly to review the ELO-P program and engage in continuous improvement discussions. This collaborative approach ensures ongoing refinement and enhancement of the program's effectiveness.

## **8—Clear Vision, Mission, and Purpose**

*Describe the program's clear vision, mission, and purpose.*

The vision of the ELO-P program is to create a safe, enriching, and supportive environment for students during their extended day. This vision aligns seamlessly with the district's overarching vision and Sierra Kids' mission. It reflects our commitment to nurturing the development of each student, creating a space where they can thrive academically, socially, and emotionally beyond the traditional school hours.

SPJUSD envisions schools where all children succeed, where all children feel safe, and where their curiosity is cultivated. We provide an educational environment that

encourages productive, responsible citizens. We aim to equip students with the tools to live and contribute successfully in a rapidly changing world. Our schools offer a challenging, meaningful, and relevant curriculum that values creativity, critical thinking, and effective communication. Our students apply knowledge to new contexts and do so with honesty and integrity. Our students learn to appreciate beauty and care for the environment as well as each other and ultimately understand that their actions make a difference.

Sierra Kids' mission is to inspire and empower all young people to realize their full potential as productive, caring, and responsible citizens. This mission underscores our unwavering commitment to nurturing the development of every child, equipping them with the necessary tools and guidance to contribute positively to their communities and become responsible members of society.

## **9—Collaborative Partnerships**

*Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

SPJUSD partners with Sierra Kids as the subcontractor for the Loyalton afterschool programs, solidifying our partnership through a formal Memorandum of Understanding (MOU). This document outlines the relationship between both agencies, ensuring clear communication and shared goals. Additionally, Sierra Kids actively collaborates with other local agencies, including but not limited to First 5 Sierra, High Sierra Rescours Center, Sierra Nevada Children Services, Musica Sierra, Trout Unlimited, Cal Fire, and Forest Service Truckee Ranger District to enhance our program, offering supplemental programming and creating valuable student opportunities through these partnerships. Together, we strive to provide a comprehensive and enriching after-school experience for the students in our community. This meaningful programming is geared towards appropriate age groups and will include, but is not limited to, dance, intermural sports, art, music enrichment, teaching students to play a musical instrument, reading music, and composing their own music. Additional components will include outdoor earth

science education, allowing agencies to teach students how to bird watch, track and identify mammal tracks, clear brush and trails, and field journaling.

## **10—Continuous Quality Improvement**

*Describe the program's Continuous Quality Improvement plan.*

The superintendent of SPJUSD will conduct quarterly meetings with Sierra Kids' administration to assess and evaluate programs and plan for the upcoming quarter. These evaluations will consider both quantitative data, such as attendance figures, and qualitative data gathered from youth and parent surveys. The aim is to engage in an ongoing improvement cycle, utilizing formal and informal data to guide the review conversations. In this process, we will leverage the Quality Standards for Expanded Learning to set goals and identify areas for improvement in staff, facilities, and other aspects of the program. This collaborative approach ensures a continuous commitment to enhancing the quality of our offerings and addressing the evolving needs of our students and their families.

## **11—Program Management**

*Describe the plan for program management.*

SPJUSD and Sierra Kids have designated positions dedicated to supporting the program's administrative and operational management for the ELO-P. These roles are instrumental in ensuring the smooth coordination, effective implementation, and overall success of the Extended Learning Opportunities Program.

At the district level, the superintendent will play a key role in overseeing and monitoring the implementation of the programs. This includes managing the grant reporting process, overseeing data collection, and ensuring compliance with established standards and requirements. The superintendent's leadership ensures that the programs align with the district's objectives and meet the necessary criteria for success and accountability.

Sierra Kids will be led by a Director of Program Services who is responsible for overseeing the development, design, and review of programs, managing teaching artist schedules, and shaping the curriculum. This role includes providing information on professional learning opportunities, fostering collaborative networks, attending regional ELO-P meetings, and contributing to outreach efforts while ensuring that unduplicated pupil populations are served. Additionally, Sierra Kids will have a site manager reporting to the Director of Program Services. The site manager will handle attendance data, manage staffing ratios, and collaborate closely with the superintendent on grant reporting, data collection, and compliance. Together, these roles ensure the effective coordination and management of Sierra Kids' programs in alignment with the organization's goals and commitments.

Sierra Kids will use a secure system to track attendance, memberships, and demographics, both online and on paper. Following clear financial policies from our handbook, we use secure software to manage revenues and expenses, ensuring accurate and efficient record-keeping for the program.

SPJUSD will share the list of eligible students with Sierra Kids quarterly. This ensures that newly enrolled students in SPJUSD have the opportunity to participate in the Sierra Kids ELO-P program. SPJUSD is committed to supporting outreach efforts to eliminate any barriers to enrollment, ensuring that all eligible students have access to and can benefit from the Sierra Kids ELO-P program.

SPJUSD and Sierra Kids will meet quarterly to check on finances, attendance, program availability, staff retention, and overall program well-being.

## **General Questions**

### **Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.**

*ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move*

*towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.*

SPJUSD does not participate in ASES or the 21st CCLC program.

## **Transitional Kindergarten and Kindergarten**

*Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally informed to address this younger age group?*

Sierra Kids is committed to maintaining a 10:1 ratio in our TK and Kinder programming by hiring the necessary staff. Our existing team already possesses the necessary credentials to work with this age group and has refined a curriculum tailored to their age and developmental needs. We plan to enhance our efforts by fostering increased collaboration between SPJUSD and Sierra Kids. This involves coordinating training, improving communication, and working together closely to ensure our students thrive and excel in their learning experiences.

## **Sample Program Schedule**

*Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.*

SPJUSD, in partnership with Sierra Kids, will offer an after-school program at the Loyaltan Elementary site from July 1 through June 30 and 30 full, nine-hour non-school days.

After-school programs will begin on the first day of school of the 2023-2024 school year and end on the last day of school. After-school programs will operate from the end of the school day through an established time that meets the 9-hour operating requirement. This includes an early arrival to the Sierra Kids program for Transitional Kindergarten and Kindergarten students, and the school day for those students is shorter than for students in 1st-6th grade. The 30 days of non-school day programming will operate from 7:30 a.m. to 5:30 p.m.

Sample school day (180 days):

7:30 a.m. - 8:05 a.m:	Morning ELO-P program
8:05-12:15 p.m:	Regular Pre-School instructional day
12:20-5:30 p.m:	ELO-P TK/K programming to begin
2:40-5:30 p.m:	ELO-P school-age kids programming

Intersession and/or Summer Session ELO-P Schedule (30 days)

7:30 am- 5:30 All day programming



### **Expanded Learning Opportunity Program (ELO-P) Aide**

#### **DEFINITION:**

This position plays a crucial role in supervising students during after-school hours. Under the immediate supervision of the ELO-P Instructor, the primary responsibilities include supervising students in a classroom or outdoors for academic, recreational, or enrichment activities. The ELO-P aide also supervises homework completion and supports a secure and nurturing environment for all participants in the Expanded Learning Opportunities Program. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.

#### **EXAMPLES OF DUTIES:**

(Any one position may not include all of the duties listed nor do the listed examples include all of the tasks which may be found in positions of this class.)

- Supervise students in grades TK-6 during academic learning, enrichment, and recreational activities in the classroom and outdoors.
- Maintain professionalism and confidentiality.
- Establish and maintain cooperative and effective working relationships with others.
- Use instructional materials provided by the ELO-P Instructor.
- Supervise and support students in completing assigned homework.
- Provide program information to new, continuing, or prospective students and parents.
- Comply with proposed goals and program objectives.
- Create a positive climate to establish and reinforce acceptable pupil behavior and attitude.
- Cooperate with other professional staff in helping students with health, attitude, and learning problems.
- Participate in ongoing professional development; attend staff meetings and training workshops provided by the District as required.
- Request supplies from the ELO-P Instructor as needed.
- Help clean and organize the classroom and equipment on a daily basis.

- Supervise indoor and outdoor play activities; enforce indoor and outdoor safety rules; mediate disputes/conflicts and reinforce appropriate student conduct through conscious discipline strategies that follow the school-wide discipline procedures.
- Perform other related duties as assigned.

### **MINIMUM QUALIFICATIONS**

- High school graduate or GED diploma.
- Possess a valid California Driver's License and acceptable driving record.

### **Knowledge of:**

- Knowledge of youth issues and the ability to lead groups of children in school-based activities.
- Responsible, self-motivated, and energetic.
- Positive attitude towards children of all socio-economic and cultural backgrounds.
- Team player, willing to learn, committed to serving Sierra/Plumas County children.
- Ability to carry out tasks to completion with little supervision.

### **Desired Experience:**

Experience in a Child Care Center, Preschool, or recreation program.

DOJ fingerprinting and a clear TB test are required if offered the position. These requirements will be paid by the District.

## **Expanded Learning Opportunity Program (ELO-P) Instructor**

### **DEFINITION:**

Under the direction of the Superintendent or designee, this position plays a crucial role in supervising students during after-school hours. The primary responsibilities include following a program of activities of academic learning, enrichment, and recreational activities provided by Sierra Kids After School Program to strengthen the academic and social skills for students in grades TK-6. The ELO-P Instructor also oversees homework completion and ensures a secure and nurturing environment for all participants in the Expanded Learning Opportunity Program. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.

### **EXAMPLES OF DUTIES:**

(Any one position may not include all of the duties listed nor do the listed examples include all of the tasks which may be found in positions of this class.)

- Follow a program of activities of academic learning, enrichment, and recreational activities provided by Sierra Kids After School Program to strengthen the academic and social skills for students in grades TK-6.
- Maintain professionalism and confidentiality.
- Assist Program Director in the preparation and maintenance of records and reports related to site program and activities; maintain accurate daily attendance records; maintain records of assigned students' progress and complete project reports as necessary.
- Notify parents when a child is ill or injured.
- Establish and maintain cooperative and effective working relationships with others.
- Use instructional materials suitable for verbal or visual instruction for students with diverse mental, physical, and emotional maturities.
- Supervise and support students in completing assigned homework.
- Provide program information to new, continuing, or prospective students and parents.
- Comply with proposed goals and program objectives.
- Create a positive climate to establish and reinforce acceptable pupil behavior and attitude.
- Cooperate with other professional staff in assessing and helping students solve health, attitude, and learning problems.
- Participate in ongoing professional development; attend staff meetings and training workshops provided by the District as required.
- Select and request supplies as needed.
- Maintain, clean, and organize the classroom and equipment on a daily basis.

- Oversee and coordinate indoor and outdoor play activities; enforce indoor and outdoor safety rules; mediate disputes/conflicts and reinforce appropriate student conduct through conscious discipline strategies that follow the school-wide discipline procedures.
- Perform other related duties as assigned.

### **MINIMUM QUALIFICATIONS**

- High school graduate or GED diploma.
- Possess a valid California Driver's License and acceptable driving record.
- Passing score on the District's Instructional Aide Exam
- Standard CPR and 1st Aide certificates; if the applicant does not possess these certificates, the district will make arrangements to get them. Internal applicants will be given first consideration.

#### Knowledge of:

- Knowledge of youth issues and the ability to lead groups of children in school-based activities.
- Responsible, self-motivated, and energetic.
- Positive attitude towards children of all socio-economic and cultural backgrounds.
- Team player, willing to learn, committed to serving Sierra/Plumas County children.
- Ability to carry out tasks to completion with little supervision.

#### Desired Experience:

Experience in a Child Care Center, Preschool, or recreation program or 6 units or training in ECE/CD is desirable

A clear TB test and DOJ fingerprinting are required if offered the position. These requirements will be paid by the District.

SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT USD  
CLASSIFIED SALARY SCHEDULE 7-1-2022

RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	1	2	3	4	5	6	7	8	9	Yr 10	Yr 15	Yr 20	Yr 25	Yr 30
		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	5.00%	5.00%	5.00%	5.00%	10.00%
1	\$ 15.50	\$ 15.97	\$ 16.44	\$ 16.94	\$ 17.45	\$ 17.97	\$ 18.51	\$ 19.06	\$ 19.63	\$ 20.62	\$ 21.65	\$ 22.73	\$ 23.87	\$ 26.25
2	\$ 15.73	\$ 16.20	\$ 16.69	\$ 17.19	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.35	\$ 19.93	\$ 20.93	\$ 21.97	\$ 23.07	\$ 24.22	\$ 26.65
3	\$ 15.97	\$ 16.45	\$ 16.94	\$ 17.45	\$ 17.97	\$ 18.51	\$ 19.07	\$ 19.64	\$ 20.23	\$ 21.24	\$ 22.30	\$ 23.42	\$ 24.59	\$ 27.05
4	\$ 16.21	\$ 16.69	\$ 17.20	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.35	\$ 19.93	\$ 20.53	\$ 21.56	\$ 22.64	\$ 23.77	\$ 24.96	\$ 27.45
5	\$ 16.45	\$ 16.94	\$ 17.45	\$ 17.98	\$ 18.52	\$ 19.07	\$ 19.64	\$ 20.23	\$ 20.84	\$ 21.88	\$ 22.98	\$ 24.12	\$ 25.33	\$ 27.86
6	\$ 16.70	\$ 17.20	\$ 17.71	\$ 18.25	\$ 18.79	\$ 19.36	\$ 19.94	\$ 20.54	\$ 21.15	\$ 22.21	\$ 23.32	\$ 24.49	\$ 25.71	\$ 28.28
7	\$ 16.95	\$ 17.46	\$ 17.98	\$ 18.52	\$ 19.08	\$ 19.65	\$ 20.24	\$ 20.84	\$ 21.47	\$ 22.54	\$ 23.67	\$ 24.85	\$ 26.10	\$ 28.71
8	\$ 17.20	\$ 17.72	\$ 18.25	\$ 18.80	\$ 19.36	\$ 19.94	\$ 20.54	\$ 21.16	\$ 21.79	\$ 22.88	\$ 24.03	\$ 25.23	\$ 26.49	\$ 29.14
9	\$ 17.46	\$ 17.98	\$ 18.52	\$ 19.08	\$ 19.65	\$ 20.24	\$ 20.85	\$ 21.47	\$ 22.12	\$ 23.22	\$ 24.39	\$ 25.61	\$ 26.89	\$ 29.57
10	\$ 17.72	\$ 18.25	\$ 18.80	\$ 19.37	\$ 19.95	\$ 20.55	\$ 21.16	\$ 21.80	\$ 22.45	\$ 23.57	\$ 24.75	\$ 25.99	\$ 27.29	\$ 30.02
11	\$ 17.99	\$ 18.53	\$ 19.08	\$ 19.66	\$ 20.25	\$ 20.85	\$ 21.48	\$ 22.12	\$ 22.79	\$ 23.93	\$ 25.12	\$ 26.38	\$ 27.70	\$ 30.47
12	\$ 18.26	\$ 18.81	\$ 19.37	\$ 19.95	\$ 20.55	\$ 21.17	\$ 21.80	\$ 22.46	\$ 23.13	\$ 24.29	\$ 25.50	\$ 26.77	\$ 28.11	\$ 30.92
13	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.25	\$ 20.86	\$ 21.48	\$ 22.13	\$ 22.79	\$ 23.48	\$ 24.65	\$ 25.88	\$ 27.18	\$ 28.54	\$ 31.39
14	\$ 18.81	\$ 19.37	\$ 19.96	\$ 20.55	\$ 21.17	\$ 21.81	\$ 22.46	\$ 23.13	\$ 23.83	\$ 25.02	\$ 26.27	\$ 27.58	\$ 28.96	\$ 31.86
15	\$ 19.09	\$ 19.66	\$ 20.25	\$ 20.86	\$ 21.49	\$ 22.13	\$ 22.80	\$ 23.48	\$ 24.19	\$ 25.39	\$ 26.66	\$ 28.00	\$ 29.40	\$ 32.34
16	\$ 19.38	\$ 19.96	\$ 20.56	\$ 21.18	\$ 21.81	\$ 22.47	\$ 23.14	\$ 23.83	\$ 24.55	\$ 25.78	\$ 27.06	\$ 28.42	\$ 29.84	\$ 32.82
17	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19	\$ 24.92	\$ 26.16	\$ 27.47	\$ 28.84	\$ 30.29	\$ 33.31
18	\$ 19.96	\$ 20.56	\$ 21.18	\$ 21.82	\$ 22.47	\$ 23.14	\$ 23.84	\$ 24.55	\$ 25.29	\$ 26.55	\$ 27.88	\$ 29.28	\$ 30.74	\$ 33.81
19	\$ 20.26	\$ 20.87	\$ 21.50	\$ 22.14	\$ 22.81	\$ 23.49	\$ 24.20	\$ 24.92	\$ 25.67	\$ 26.95	\$ 28.30	\$ 29.72	\$ 31.20	\$ 34.32
20	\$ 20.57	\$ 21.18	\$ 21.82	\$ 22.47	\$ 23.15	\$ 23.84	\$ 24.56	\$ 25.30	\$ 26.05	\$ 27.36	\$ 28.73	\$ 30.16	\$ 31.67	\$ 34.84
21	\$ 20.88	\$ 21.50	\$ 22.15	\$ 22.81	\$ 23.50	\$ 24.20	\$ 24.93	\$ 25.68	\$ 26.45	\$ 27.77	\$ 29.16	\$ 30.61	\$ 32.14	\$ 35.36
22	\$ 21.19	\$ 21.83	\$ 22.48	\$ 23.15	\$ 23.85	\$ 24.56	\$ 25.30	\$ 26.06	\$ 26.84	\$ 28.18	\$ 29.59	\$ 31.07	\$ 32.63	\$ 35.89
23	\$ 21.51	\$ 22.15	\$ 22.82	\$ 23.50	\$ 24.21	\$ 24.93	\$ 25.68	\$ 26.45	\$ 27.24	\$ 28.61	\$ 30.04	\$ 31.54	\$ 33.12	\$ 36.43
24	\$ 21.83	\$ 22.48	\$ 23.16	\$ 23.85	\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.65	\$ 29.04	\$ 30.49	\$ 32.01	\$ 33.61	\$ 36.97
25	\$ 22.16	\$ 22.82	\$ 23.51	\$ 24.21	\$ 24.94	\$ 25.69	\$ 26.46	\$ 27.25	\$ 28.07	\$ 29.47	\$ 30.95	\$ 32.49	\$ 34.12	\$ 37.53
26	\$ 22.49	\$ 23.16	\$ 23.86	\$ 24.58	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.66	\$ 28.49	\$ 29.91	\$ 31.41	\$ 32.98	\$ 34.63	\$ 38.09
27	\$ 22.83	\$ 23.51	\$ 24.22	\$ 24.94	\$ 25.69	\$ 26.46	\$ 27.26	\$ 28.07	\$ 28.92	\$ 30.36	\$ 31.88	\$ 33.47	\$ 35.15	\$ 38.66
28	\$ 23.17	\$ 23.86	\$ 24.58	\$ 25.32	\$ 26.08	\$ 26.86	\$ 27.67	\$ 28.50	\$ 29.35	\$ 30.82	\$ 32.36	\$ 33.98	\$ 35.68	\$ 39.24
29	\$ 23.52	\$ 24.22	\$ 24.95	\$ 25.70	\$ 26.47	\$ 27.26	\$ 28.08	\$ 28.92	\$ 29.79	\$ 31.28	\$ 32.84	\$ 34.49	\$ 36.21	\$ 39.83
30	\$ 23.87	\$ 24.59	\$ 25.32	\$ 26.08	\$ 26.87	\$ 27.67	\$ 28.50	\$ 29.36	\$ 30.24	\$ 31.75	\$ 33.34	\$ 35.00	\$ 36.75	\$ 40.43
DIRECTOR	\$ 46.93	\$ 49.05	\$ 50.52	\$ 52.04	\$ 53.60	\$ 55.21	\$ 56.86	\$ 58.57	\$ 60.33	\$ 63.34	\$ 66.51	\$ 69.83	\$ 73.33	\$ 80.66
TECH SPEC.	\$ 26.57	\$ 27.76	\$ 29.01	\$ 29.88	\$ 30.78	\$ 31.70	\$ 32.66	\$ 33.63	\$ 34.64	\$ 36.38	\$ 38.19	\$ 40.10	\$ 42.11	\$ 46.32
EXECUTIVE ASSIST	\$ 25.94	\$ 26.72	\$ 27.52	\$ 28.35	\$ 29.20	\$ 30.07	\$ 30.97	\$ 31.90	\$ 32.86	\$ 34.50	\$ 36.23	\$ 38.04	\$ 39.94	\$ 43.94

Board Approved September 13, 2022  
Executive Assistant Added August 8, 2023

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE

<b>JOB CLASSIFICATION</b>	<b>RANGE</b>
Noon Supervisor	1
Cafeteria Work	1
Cashier	1
Instructional Aide	2
Cook I	9
Library Aide	5
Custodian	11
Maintenance Custodian	16
Classroom Specialist	27
Plant Maint./Bus Driver	23
Transportation Clerk	4
School Secretary - LES	12
School Secretary - LHS/DVL	14
Administrative Assistant	22
Bilingual Parent Liaison/ELPAC Coord	14
Educational Research Technician	21
Student Services Liaison	14 Added July 11, 2023
Safety Aide	1 Added August 8, 2023
<b>Expanded Learning Opportunity Program (ELO-P) Aide</b>	<b>15 Proposed February 13, 2024</b>
<b>Expanded Learning Opportunity Program (ELO-P) Instructor</b>	<b>22 Proposed February 13, 2024</b>

**AGREEMENT FOR  
PROFESSIONAL  
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between Sierra-Plumas Joint Unified School District, ("DISTRICT"), and Kate Crist, of Education 4500 ("CONTRACTOR").

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

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

**2. TERM.**

Commencement Date: March 1, 2024

Termination Date: June 30, 2024

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

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

**8. ATTACHMENTS.**

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

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

**9. AGREEMENT DATE.** The Agreement Date is February 13, 2024.

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

"DISTRICT"

"CONTRACTOR"

By: \_\_\_\_\_  
Sean Snider, Superintendent

By: \_\_\_\_\_  
Kate Crist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CONTRACTOR TAXPAYER I.D. NUMBER

Kate Crist

Federal Tax ID#



(Taxpayer I.D. or Social Security No.)



## ATTACHMENT A

## A.1. SCOPE OF SERVICES AND DUTIES.

## K-12 Literacy Support

### Proposal in Detail

#### Proposed Work

Education 4500 proposes to engage Sierra Plumas Joint Unified School District educators in a series of professional learning and coaching cycles rooted in the [Instructional Shifts](#), California state literacy standards, and evidence-based literacy instruction. These cycles are designed to ground the work of educators in the knowledge and practices necessary to shift instruction to meet the rigors of California literacy standards. The use of classroom observation alongside lesson study creates a content-specific, school-bound investigation. Such work allows educators to have a window into the learning experiences of students, lean-in to strong practices, and redesign instruction to meet the literacy needs of diverse students. The initial scope of work proposed can be found [here](#).

#### Cycle Details

##### Cycle 1

The first of three cycles will work with the district's literacy team to define a vision for literacy instruction and assess current alignment. Note: Suggested months and intervals are *suggested in italics* below. Education 4500 will work with the SPJUSD calendar and contract norms to determine the best possible dates and times for the work.

Date & Time	Location	Focus & Details
<i>April</i> Full day	Loyalton Elementary School (morning) Loyalton High School (afternoon)	Onsite visit: <ul style="list-style-type: none"> <li>• Classroom walks</li> <li>• Empathy interviews with teachers</li> <li>• Empathy interviews with students</li> <li>• Review of instructional materials</li> </ul>
<i>April</i> Half day	Downieville School	Onsite visit: <ul style="list-style-type: none"> <li>• Classroom walks</li> <li>• Empathy interviews with teachers</li> <li>• Empathy interviews with students</li> <li>• Review of instructional materials</li> </ul>
(Education 4500 to SPJUSD 1 week after onsite visit)	Remote	Draft summary of visit Professional learning session drafting
(Education 4500 and SPJUSD 1 week after summary and PL received)	Remote	Review and feedback of PL session Adjustments to PL sessions

Full day <i>May</i>	Loyalton (Downieville to Zoom in on morning session)	Morning Professional Learning for the Literacy Team: <ul style="list-style-type: none"> <li>• Instructional Shifts</li> <li>• Literacy Vision</li> <li>• Observation Tools</li> </ul> Afternoon: Collaborative classroom observation (Loyalton) & findings discussion
Half day <i>May</i>	Downieville	Collaborative classroom observations
(Education 4500 to SPJUSD 2 <i>weeks after</i> classroom observations)	Remote	Gap Analysis Memo: <ul style="list-style-type: none"> <li>• Key takeaways from PL &amp; Observations</li> <li>• Analysis of distance between vision and state of instruction</li> <li>• Suggested next steps</li> </ul>
(Education 4500 and SPJUSD 1 <i>week after</i> memo sent) 1-2 Hours	Virtual Meeting	Leadership Team and Education 4500 discussion of: <ul style="list-style-type: none"> <li>• Gap Analysis Memo</li> <li>• Outline design for Cycle 2 (Lesson Study A, B, C)</li> </ul>

**A.2. MANNER SERVICES ARE TO BE PERFORMED.**

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

**A.3. FACILITIES FURNISHED BY DISTRICT.**

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

## ATTACHMENT B

## PAYMENT

DISTRICT shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE.** DISTRICT shall pay CONTRACTOR for work performed, as specified below. Maximum annual contract to be paid will be no more than \$9,650 through June 30, 2024. CONTRACTOR shall submit two invoices for all work completed (one in April and one in June), with an initial payment made by April 30, 2024 and the final payment by June 30, 2024. In no event shall total compensation paid for services to CONTRACTOR under this Agreement exceed \$9,650 without a written amendment to this Agreement approved by the District Superintendent.
- B.2 MILEAGE.** CONTRACTOR is expected to use his/her own vehicle and/or make his/her own travel arrangements. Travel expenses are considered to be built in to CONTRACTOR'S proposal, and no additional mileage/travel reimbursement will be provided.
- B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.
- B.4 SPECIAL CIRCUMSTANCES.** None
- B.5 MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed \$9,650.

ATTACHMENT C  
ADDITIONAL PROVISIONS

[NONE]

**ATTACHMENT D  
GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

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

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

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

**D.2 LICENSES, PERMITS, ETC.**

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

**D.3 CHANGE IN STATUTES OR REGULATIONS.**

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

**D.4 TIME.**

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

**D.5 INSURANCE.**

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

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

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

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

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

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

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

Sierra-Plumas Joint Unified School District  
P.O. Box 955  
Loyalton CA 96118

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

policy of insurance, CONTRACTOR will deliver to DISTRICT a renewal or new policy to take the place of the policy expiring.

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

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

**D.6** FINGERPRINTING/BACKGROUND CHECK: CONTRACTOR shall comply with the requirements of the California Education Code regarding fingerprinting and background checks, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees prior to service with DISTRICT. CONTRACTOR hereby agrees that CONTRACTOR'S employees shall not come in contact with or be in proximity to DISTRICT pupils until CDOJ and FBI clearance are ascertained. Prior to commencing services and any time there are changes in personnel, CONTRACTOR shall ensure and certify in writing to DISTRICT that none of its employees have been convicted of a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011. This prohibition does not apply to those who have obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 for a felony listed under Education Code section 45122.1 and who provide satisfactory documentation of same.

CONTRACTOR shall require each employee to report immediately to the DISTRICT any subsequent arrest for a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011, and CONTRACTOR shall immediately prohibit such employee from having any contact with DISTRICT pursuant to this contract. DISTRICT will cover the cost of CDOJ and FBI criminal background checks if requested by CONTRACTOR.

**D.7** INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.

**D.8** CONTRACTOR NOT AGENT. Except as DISTRICT may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

**D.9** ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.10** PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that DISTRICT, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from DISTRICT of its desire for removal of such person or persons.

- D.11** STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to DISTRICT pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.
- D.12** POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code (107)*. For all purposes of compliance by DISTRICT with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the DISTRICT. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the DISTRICT and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.13** TAXES. CONTRACTOR hereby grants to the DISTRICT the authority to deduct from any payments to CONTRACTOR any DISTRICT imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR,
- D.14** TERMINATION. DISTRICT shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event DISTRICT gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply;
- D.14.1** CONTRACTOR shall deliver to DISTRICT copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- D.14.2** DISTRICT shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by DISTRICT as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed **One Thousand Dollars (\$1,000)**. Further provided, however, DISTRICT shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to DISTRICT such financial information as in the judgment of the DISTRICT is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the DISTRICT shall be final. The foregoing is cumulative and does not affect any right or remedy which DISTRICT may have in law or equity.
- D.14.3** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the DISTRICT, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by DISTRICT, provided that CONTRACTOR has first provided DISTRICT with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the DISTRICT may cure the alleged breach.
- D.15** OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of DISTRICT, and CONTRACTOR agrees to deliver reproducible copies of such documents to DISTRICT on completion of the services hereunder. The DISTRICT agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.16** WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained



or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

- D.17** **COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.18** **SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.19** **MINOR AUDITOR REVISION.** In the event the Sierra-Plumas Joint Unified School District finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Superintendent may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the DISTRICT or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20** **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21** **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1** **NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2** **MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22** **TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23** **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24** **MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25** **COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26** **OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

- D.27** PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28** VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.
- D.29** CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30** CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by DISTRICT and shall apply to any claim against DISTRICT arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31** TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.
- D.32** AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.33** CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to DISTRICT a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.34** CONFLICT OF INTEREST
- D.34.1** LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.
- D.34.2** ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of the question.
- D.34.3** ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:
- The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any

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

- D.35** NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the DISTRICT or applicant for employment or for services or any member of the public because of race, religion, color, nationality, national origin, ancestry, immigration status, ethnic group identification, ethnicity, pregnancy, parental status, reproductive health decision-making, physical or mental disability, medical condition, age, marital status, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, 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. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the nondiscrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.36** JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37** TAXPAYER I.D. NUMBER. The DISTRICT shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR'S signature on page 2 of this Agreement).
- D.38** NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "DISTRICT":  
 Sierra-Plumas Joint Unified School District  
 Post Office Box 955  
 Loyalton CA 96118  
 530 993-1660  
 Fax 530 994-0828

If to "CONTRACTOR":  
 Kate Crist  
 Phone: (415) 516-8323  
 Email: [kate@education4500.com](mailto:kate@education4500.com)

**AGREEMENT FOR  
PROFESSIONAL  
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between Sierra-Plumas Joint Unified School District, ("DISTRICT"), and Aedis Architects ("CONTRACTOR").

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

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

**2. TERM.**

Commencement Date: February 14, 2024

Termination Date: June 30, 2024

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

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

**8. ATTACHMENTS.**

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

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

**9. AGREEMENT DATE.** The Agreement Date is February 13, 2024.

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

"DISTRICT"

"CONTRACTOR"

By: \_\_\_\_\_  
Sean Snider, Superintendent

By: \_\_\_\_\_  
Joe Vela

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR TAXPAYER I.D. NUMBER**

Aedis Architects, c/o Joe Vela

Federal Tax ID#



(Taxpayer I.D.)

## ATTACHMENT A

**A.1. SCOPE OF SERVICES AND DUTIES.**

Architectural services to help provide direction for multiple facilities projects including the following:

- 1) Softball Field – Provide preliminary investigation for locating a new softball field including natural grass turf, hard surface (dirt) infield, backstop, outfield fence, dugout facilities, and typical field requirements.
- 2) Roofing - All campuses – review and provide roofing review, documentation and recommendations based on roofing reports. Construction documents needed for rehabilitation, partial replacement, or total replacement will be required and part of a separate contract, developed once scope is confirmed.
- 3) Windows - Recommendations for replacement of existing windows with new dual window systems for energy and weather proofing upgrade.
- 4) Miscellaneous site access upgrades for stairs, walkways, etc. at multiple campuses.
- 5) Other project investigative work as requested by the District.

## ATTACHMENT B

## PAYMENT

DISTRICT shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE.** DISTRICT shall pay CONTRACTOR for work performed, as specified below. Maximum annual contract to be paid will be no more than \$15,000 through June 30, 2024. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Superintendent, or designee prior to the issuance of such Invoice. In no event shall total compensation paid for services to CONTRACTOR under this Agreement exceed \$15,000 without a written amendment to this Agreement approved by the District Superintendent.
- B.2 MILEAGE.** CONTRACTOR is expected to use his/her own vehicle and/or make his/her own travel arrangements. Travel expenses are considered to be built in to CONTRACTOR'S proposal, and no additional mileage/travel reimbursement will be provided.
- B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.
- B.4 SPECIAL CIRCUMSTANCES.** None
- B.5 MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed \$15,000.

ATTACHMENT C  
ADDITIONAL PROVISIONS

[NONE]



**ATTACHMENT D  
GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

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

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

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

**D.2 LICENSES, PERMITS, ETC.**

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

**D.3 CHANGE IN STATUTES OR REGULATIONS.**

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

**D.4 TIME.**

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

**D.5 INSURANCE.**

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

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

**D.5.1.2** Workers' Compensation Insurance coverage for all CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the Labor Code.

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

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

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

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

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

Sierra-Plumas Joint Unified School District  
P.O. Box 955  
Loyalton CA 96118

**D.5.7** CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to DISTRICT as previously described. If CONTRACTOR shall fail to procure

and maintain said insurance, DISTRICT may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to DISTRICT upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to DISTRICT a renewal or new policy to take the place of the policy expiring.

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

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

**D.6** FINGERPRINTING/BACKGROUND CHECK: If CONTRACTOR will be on school grounds and not under the immediate supervision of a district administrator, CONTRACTOR shall comply with the requirements of the California Education Code regarding fingerprinting and background checks, including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees prior to service with DISTRICT. CONTRACTOR hereby agrees that CONTRACTOR'S employees shall not come in contact with or be in proximity to DISTRICT pupils until CDOJ and FBI clearance are ascertained. Prior to commencing services and any time there are changes in personnel, CONTRACTOR shall ensure and certify in writing to DISTRICT that none of its employees have been convicted of a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011. This prohibition does not apply to those who have obtained a certificate of rehabilitation and pardon pursuant to California Penal Code section 4852.01 for a felony listed under Education Code section 45122.1 and who provide satisfactory documentation of same.

CONTRACTOR shall require each employee to report immediately to the DISTRICT any subsequent arrest for a violent or serious felony as defined in Education Code section 45125.1, a sexual offense as defined in Education Code section 44010, or a controlled substance offense as defined in Education Code section 44011, and CONTRACTOR shall immediately prohibit such employee from having any contact with DISTRICT pursuant to this contract. DISTRICT will cover the cost of CDOJ and FBI criminal background checks if requested by CONTRACTOR.

**D.7** COMPLIANCE WITH LAWS, STATUTES, REGULATIONS During the term of this Contract, CONTRACTOR shall keep itself fully informed of the applicable state and federal laws and regulations relating to the performance of and compliance with this Contract, and shall at all times comply with such laws as they may be amended from time to time.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable federal and state laws and regulations, including DISTRICT policies which implement such laws and regulations, and shall indemnify DISTRICT for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with such federal and state laws and regulations.

**D.8** INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the

performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or subcontractors.

- D.9** CONTRACTOR NOT AGENT. Except as DISTRICT may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.
- D.10** ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.11** PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that DISTRICT, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from DISTRICT of its desire for removal of such person or persons.
- D.12** STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to DISTRICT pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.
- D.13** POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code (107)*. For all purposes of compliance by DISTRICT with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the DISTRICT. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the DISTRICT and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.14** TAXES. CONTRACTOR hereby grants to the DISTRICT the authority to deduct from any payments to CONTRACTOR any DISTRICT imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR,
- D.15** TERMINATION. DISTRICT shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event DISTRICT gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply;
- D.15.1** CONTRACTOR shall deliver to DISTRICT copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- D.15.2** DISTRICT shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by DISTRICT as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed **One Thousand Dollars (\$1,000)**. Further provided, however, DISTRICT shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to DISTRICT such financial information as in the judgment of the DISTRICT is necessary to determine the reasonable

value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the DISTRICT shall be final. The foregoing is cumulative and does not affect any right or remedy which DISTRICT may have in law or equity.

- D.15.3** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the DISTRICT, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by DISTRICT, provided that CONTRACTOR has first provided DISTRICT with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the DISTRICT may cure the alleged breach.
- D.16** OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of DISTRICT, and CONTRACTOR agrees to deliver reproducible copies of such documents to DISTRICT on completion of the services hereunder. The DISTRICT agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.17** WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.18** COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.19** SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.20** MINOR AUDITOR REVISION. In the event the Sierra-Plumas Joint Unified School District finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Superintendent may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the DISTRICT or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.21** CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.22** DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.22.1** NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.22.2** MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.23** TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

- D.24** SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.25** MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.26** COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.27** OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.28** PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.29** VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.
- D.30** CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.31** CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by DISTRICT and shall apply to any claim against DISTRICT arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.32** TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.
- D.33** AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.34** CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to DISTRICT a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.35 CONFLICT OF INTEREST**

**D.35.1 LEGAL COMPLIANCE.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.35.2 ADVISEMENT.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of the question.

**D.35.3 ADMONITION.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of DISTRICT in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any DISTRICT decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.36 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the DISTRICT or applicant for employment or for services or any member of the public because of race, religion, color, nationality, national origin, ancestry, immigration status, ethnic group identification, ethnicity, pregnancy, parental status, reproductive health decision-making, physical or mental disability, medical condition, age, marital status, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, 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. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the *California Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the nondiscrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.37 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.38 TAXPAYER I.D. NUMBER.** The DISTRICT shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR'S signature on page 2 of this Agreement).

**D.39 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "DISTRICT":

Sierra-Plumas Joint Unified School District  
Sean Snider, Superintendent

Post Office Box 955  
Loyalton CA 96118  
530 993-1660  
Fax 530 994-0828

If to "CONTRACTOR":

Aedis Architects  
Joe Vela, AIA  
Managing Principal, Central Valley  
333 W Santa Clara Street, Suite 900 | San Jose, CA 95113  
808 R Street, Suite 201 | Sacramento, CA 95811  
408.687.7005 cell  
916.970.0230 Sacramento  
408.300.5160 San Jose  
[jvela@aedisarchitects.com](mailto:jvela@aedisarchitects.com)





## Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year’s local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year’s local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sierra–Plumas Joint Unified School District	Sean Snider Superintendent	ssnider@spjUSD.org 530-993-1660

### Goal 1

Goal Description
<b>Academics: All students receive instruction that supports their intellectual, social, emotional, and physical development and will be engaged in school.</b>

### Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Science CCSS aligned curriculum are reviewed for adoption	Outdated Science curriculum	No Curriculum was Adopted-still in review. The curriculum team set	Science Curriculum Adopted K-12	K-12 Science Curriculum Adopted in 2022-2023	Adoption of Science CCSS aligned curriculum.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
		meetings to narrow down selection.			
Teacher log of students in after school tutoring	LHS offered tutoring 2 times a week-averaged 10 students a week LES offered tutoring 2 times a week averaged 15 students a week DVL will offer tutoring in the 2021-2022 school year	LHS offered tutoring 3 times a week- averaged 13 students a week LES offered tutoring 4 times a week averaged 20 students DVL	LHS offered tutoring 3 times a week- averaged 7 students a week LES offered tutoring 5 times a week averaged 20 students DVL offered tutoring 2 times a week and had 0 students	Loyalton High School: Offering tutoring 2 times a week- averaging 4 students  Loyalton Elementary School: Offering tutoring 2 times a week (5 different types of tutoring)- averaging 20 students  Downieville School: Planning to offer tutoring second semester	Increase student attendance in Tutoring by 2 percent each year.
English Learner Progress - ELPAC	ELPAC 2018-2019 = 0% Level 4 61.6% Level 3 30.8% Level 2 7.7% Level 1	ELPAC 2021-2022= 21% Level 4 29% Level 3 43% Level 2 7% Level 1	Level 1: Beginning to develop: 10% Level 2: Somewhat developed: 50% Level 3: Moderately developed: 20% Level 4: Well Developed: 20%	2023 Summative ELPAC:  7% Level 1: Beginning to develop: 29% Level 2: Somewhat developed: 50% Level 3: Moderately developed: 14% Level 4: Well Developed:	Increase Level 4 by 2% from baseline.  Increase Level 3 by 5% from baseline.
EL Reclassification Rate	Baseline 0%	7.5%	10%	2022-2023:  15.8% of English learners reclassified as fluent English Proficient	Maintain 20% reclassification rate
% of students meeting A-G	75% of high school students have met A-G requirements	76.4% of high school students have met A-G requirements	78% of high students have met A-G requirements	Class of 2023:  60.7% of SPJUSD high school graduates met A-G requirements	Increase rate by 1% annually.
Chronic Absenteeism Rate	9.3%	5 %- 2019	9%	2022-2023:	Decrease rate by 2% annually.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
				11.9% of students were Chronic Absentees	
Attendance Rate	16-17 94%	95%-2019	88% for 21-22	2022-2023: 89.3%	Increase attendance rate by 1% based on prior year
Middle School Drop Out Rate	0%	0%	0%	2022-2023: 0%	Maintain 0%
High School Drop Out Rate	0%	0%	0%	2022-2023: 0%	Maintain 0%
Graduation Rate	100%	100%	100%	Class of 2023: 96.6%	Maintain 100%
Suspension Rate	.7%	0%	.02%	2022-2023:  0% (This is not accurate. We are working with Power School to identify the issue)	Maintain <1%
Expulsion Rate	0%	0%	0%	2022-2023:  0%	Maintain 0%
Foster Youth Coordinator-Hire part time coordinator to provide proper services to foster youth	.5 FTE added to postions	Hired	Maintained Position	Maintained Position	Hire qualified person.
% of students who are agriculture CTE pathway completers	15% are Ag Completers	38% of 2020-2021 graduates were agriculture completers	35% of 2021-2022 graduates were agriculture completers	Class of 2023: 43% of SPJUSD graduates were agriculture completers	Increase rate by 1% annually.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
CAASPP Math CAASPP Math 18-19 52% of students will meet or exceed standards	35% of students met or exceeded standards	Only Loyalton High School Students took the CAASPP Math Assessment in 2021. Of those students: 27% of 7th grade met or exceeded standard 22% of 8th grade met or exceeded standards 35% of 11th grade met or exceeded standard	Loyalton High School 2022 40% of 7th grade met or exceeded standards 20.9% of 8th grade met or exceeded standards 36.4% of 11th grade met or exceeded standards Loyalton Elementary School 2022 31.3 % met or exceeded standards for math	Spring 2023 Results:  Loyalton High School 26.1% of 7th grade met or exceeded standard 37.5% of 8th grade met or exceeded standard 40% of 11th grade met or exceeded standard  Loyalton Elementary School 39.4% met or exceeded standard	Increase by 5% annually.
CAASPP ELA 18-19 55% of students will meet or exceed standards	42% of students met or exceeded standards	Only Loyalton High School Students took the CAASPP ELA Assessment in 2021. Of those students: 49% of 7th grade met or exceeded standard 36% of 8th grade met or exceeded standard 46% of 11th grade met or exceeded standard.	Loyalton High School 2022 42.9% of 7th grade met or exceeded standards 26.1% of 8th grade met or exceeded standards 36.4% of 11th grade met or exceeded standards 63.6% Loyalton Elementary School 2022	Spring 2023 Results:  Loyalton High School 26.1% of 7th grade met or exceeded standard 38.7% of 8th grade met or exceeded standard 52.4% of 11th grade met or exceeded standard  Loyalton Elementary School 28.4% met or exceeded standard	Increase by 5% annually.
AP Passage Rate	7% 2016-2017 and 2017-2018	8% 2020-2021 graduates with 3 or better	29% 2022 AP Passage Rate	Spring 2023 Results:  30.7% of students who took an AP exam had a passing score of 3 or higher	Increase passage rate by 2% from prior year
% of students who have access to standards aligned	100% of students have access to standards aligned curriculum	100% of students have access to standards aligned curriculum	100% of students have access to standards aligned curriculum	100% of students have access to standards aligned curriculum	Maintain at 100%

**Actions & Measuring and Reporting Results**

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	<p><b>Google Classroom Platform Training.</b> Train all new teachers district-wide on the use of Google Classroom and Google Apps for Education in order to improve students engagement and access to curriculum and lessons. Provide retraining for veteran teachers district wide.</p>	No	Not Implementing	0 Trainings	Qualitative evidence indicates those who use the Google platform are fully trained and competent	\$1,000.00	\$0
1.2	<p><b>MTSS</b> Continue the Multi-tiered System of Supports (MTSS) that is data driven throughout the district to address the needs of all students by aligning district initiatives, supports, programs, and resources to improve student outcomes, using intervention teacher and STAR benchmark reports district wide.</p>	No	Fully Implemented	MTSS in full-swing	The intervention teacher drives the overall MTSS program, and has a highly structured timeline of events and a detailed plan for assessment and intervention.	\$7,500.00	\$0
1.3	<p><b>Foster Youth/SCOE</b> Hire a part time Foster Youth Coordinator to attend meetings and work with other agencies to coordinate services for foster youth in the district.</p> <p>This action/goal was met starting the 2021 school year.</p>	No	Fully Implemented	Foster Youth Coordinator in place		\$60,000.00	\$32,798

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.4	<p><b>Academic Curriculum/Support</b> Purchase and implement K-12/FUELED online learning platform to enhance curricular options including credit recovery, AP, elective options and interventions.</p> <p>This action/goal was met and enhanced 2020-2021 and 2021-2022 school years.</p>	Yes	Fully Implemented	K-12 FUEL ED online learning platform purchased and in use		\$50,000.00	\$38,871
1.5	<p><b>Purchase instructional technology to support ELA/Math</b> Purchase Moby Max technology to support ELA and Math instruction.</p>	Yes	Fully Implemented	Moby Max online learning platform purchased and in use		\$4,000.00	\$3,795
1.6	<p><b>Provide after school tutoring for students district wide.</b> Fund credentialed teachers for after school tutoring for all students in grades 1-12 in all core courses at all school sites in the district school. Provide a wellness center for students to access tutors, counselors, etc.</p>	Yes	Partially Implemented	After School Tutoring is being offered or will be offered at all school sites. Wellness Center continues to be a work in progress		\$5,000.00	\$3,874

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.7	<b>ELD standards and Support for EL students</b> Bilingual Aide to support EL students	Yes	Fully Implemented	Bilingual aide position in place		\$50,000.00	\$21,139
1.8	<b>ELD standards and support for EL students</b> English language development (ELD) supplementary materials: additional academic materials to assist English learners with their English language development	Yes	Partially Implemented	Current ELD supplementary materials in use and purchase of additional ELD supplementary materials is planned		\$2,500.00	\$1,918
1.9	<b>Student assessment to monitor progress</b> STAR program used to assess student outcomes and performance to support class placement decisions.	Yes	Fully Implemented	Renaissance STAR Reading and STAR Math purchased and in use		\$10,000.00	\$8,603
1.10	<b>Professional Development</b> The District continues to fund professional development. We implemented the Marzano Research Group's The New Art and Science of Teaching Framework to guide in-house professional development and funded teachers to attend outside professional development workshops as needed based on our goals.	No	Fully Implemented	SEL professional development held, with Step up to Writing and K-12 Literacy professional development planned for January - June		\$35,000.00	\$23,700

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.11	<b>Science adoption committee will work towards adoption.</b> Science adoption committee will take more time to explore curriculum with staff, and stakeholders.	No	Fully Implemented	K-12 Science Curriculum Adopted in 2022-2023		\$0.00	\$0
1.12	<b>Intervention Teacher</b> Provide an intervention teacher to support the academic needs of at-risk students	No	Fully Implemented	Intervention teacher position in place		\$105,000.00	\$41,096
1.13	<b>Purchase technology to support instruction</b> Purchase additional chromebooks to ensure all unduplicated pupils have access to a device	Yes	Planned	Additional Chromebooks will be purchased before the end of the year		\$10,000.00	\$24,841
1.14	<b>Instructional Aides</b> Provide instructional aides to support student academic growth.	Yes	Fully Implemented	Instructional aide positions in place		\$168,304.00	\$83,293
1.15	<b>Refine and Expand CTE Pathways</b> Continue to refine and expand CTE pathway opportunities for students in order to continually increase the	No	Fully Implemented	Additional / different CTE courses are being discussed and considered		\$0.00	\$0



Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	percentage of pathway CTE completers each year.						
1.16	<b>CTE Courses A-G Approved</b> Work to ensure all CTE pathway courses are A-G approved.	No	Partially Implemented	2 additional ag science courses approved		\$0.00	\$0
1.17	<b>Increase number of students meeting all A-G requirements</b> Review all high school courses to identify any that are not currently A-G approved. Work with teachers to refine the syllabus and then submit courses for A-G approval.	No	Partially Implemented	All high school courses are under review and discussion for A-G submission if not already approved		\$0.00	\$0

## Goal 2

### Goal Description

**Culture & Climate-All students, staff, parents, and stakeholders will have a positive culture & climate in our school district to move forward in a positive direction for all.**

## Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Number of counseling hours	East Side 12 hours West Side 6 hours	East Side 16 hours a week West Side 6 hours a week	West Side 5 hours a week East Side 15 hours a week	East Side 18 hours a week West Side 3.5 hours a week	Continue Counseling Hours as per student needs

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Records indicating how many staff attend professional development	75% of staff will engage in PD	80% of staff engaged in PD	82% of staff engaged in PD	100% of teachers attending professional development	Increase by 1% annually
Facility Inspection Tool	All sites will received a rating of fair or better	All sites received a rating of fair or better	All sites received a rating of fair or better	All sites received a rating of good or better	All sites will receive a rating of fair or better
Superintendent/site administrators review of classroom needs	Continue deferred maintenance schedule as planned	Site Admin met with maintenance personal and created priority lists for each site	Site admin met with maintenance personal and updated priority lists for each site and met with facilities committee to go over needs.	Superintendent and site administrators will meet with maintenance personnel and update priority lists for each site prior to end of school year	Continue deferred maintenance schedule as planned
Enrollment Records-District will continue to review expelled students and services offered	We have no expelled students	We have no expelled students	We have no expelled students	We have no expelled students	Maintain at 0%
Enrollment Records	Only 1 foster youth enrolled at this time	Only 2 foster youth enrolled at this time	3 foster youth enrolled at this time	6 foster youth enrolled at this time	District will continue to review that appropriate services are being offered to foster youth
Suspension Rate	.7%	2%	.02%	2022-2023:  0% (This is not accurate. We are working with Power School to identify the issue)	Maintain <1%

### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	<b>Counseling for Students District Wide, Including Expelled Students</b> District will maintain or increase the hours of our counseling services to better meet the needs of our identified students. Provide	Yes	Fully Implemented	Counseling through Tiny Eyes or Kelly Grock in place for all district schools. Wellness Center is a work in progress.		\$58,000.00	\$37,455

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	intensive counseling and rehabilitation services for expelled students. Additional wellness center to be provided for counseling.						
2.2	<b>FIT Report for each school site</b> District will continue to perform an annual inspection of facilities through the Facilities Inspection Tool. All schools will receive a rating of fair or better in all areas	No	Fully Implemented	FIT reports completed for 23-24 and all schools rated "Good" or better		\$500.00	\$0
2.3	<b>Superintendent/site administrators review of school site needs</b> The site principals, superintendent and maintenance personnel meet in the fall and the spring to review classroom and school needs to plan deferred maintenance.	No	Partially Implemented	Superintendent presented facilities priorities for each school site to the Board in December, 2023. Superintendent and site administrators will meet with maintenance personal and update priority lists for each site prior to end of school year	Due to budget constraints, only \$300,000 was transferred to Fund 40	\$750,000.00	\$300,000
2.4	<b>Professional Development</b> 1.5 hrs/week for teachers. Teachers collaborate to create priority standards for their grades and subjects taught. A product of this collaboration is district wide priority standards that are sequenced throughout a broad course of study for all grade levels.	No	Partially Implemented	Teachers are collaborating for 1.5 hours per week  District-wide priority standards that are sequenced throughout a broad course of study for all grade levels are a work in progress		\$5,000.00	\$4,458

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	<p>Get Focused, Stay Focused program provides unduplicated students and students with exceptional needs additional support in accessing and enrolling in a broad course of study.</p> <p>STAR program used to assess minimum of 3X per year student outcomes and performance to support class placement decisions.</p>			<p>Get Focused, Stay Focused program purchased and in place</p> <p>Renaissance STAR assessments being administered according to schedule</p>			
<b>2.5</b>	<b>Music Teacher</b> Fund a portion of a music teacher position	Yes	Fully Implemented	Music teacher position in place		\$25,171.00	\$23,921.91
<b>2.6</b>	<b>Art in Schools</b> Funding to support art in the schools	Yes	Planned	Grant cycle for California Arts Council's Artists in the Schools program comes up in the Spring		\$10,000.00	\$0

### Goal 3

#### Goal Description

Parent and Stakeholder involvement with SPJUSD/SCOE.

### Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Number of SARB Referrals	6 Referrals -2019-2020	11 Referrals- 2020-2021	5 Referrals- 2021-2022	4 Referrals in 2022-2023	Decrease referrals by 1% annually.
Meeting Needs in Strategic Plan	Creating district-wide strategic plan.	Strategic planning will continue in the 2022-2023 school year with the new board	Strategic Planning with continue with newly elected school board and Admin	Strategic Planning will continue with Board and Superintendent on March 1	Creating district-wide strategic plan.
Parent Involvement in Surveys	Create and distribute parent engagement surveys.	EL Survey in June District Wide Parent Surveys: Independent Study Needs Technology Needs Transportation Needs	EL Survey- May LES Climate Survey- February LHS Climate Survey- January Ca Healthy Kids Survey- 6th, 8th, 9th, and 11th grades	2023:  EL Survey- May LES Climate Survey- February LHS Climate Survey- February Ca Healthy Kids Survey- 6th, 8th, 9th, and 11th grades- February	80% return rate of survey.
Number of Students/Parents Participating in Four-year Planning	85% of families participate.	88% of families participated.	92% of families participated.	Four-year planning scheduled for May 2024	Increase rate by 2% annually.
SCOE- Foster Youth Liaison	Hire Foster Youth Liaison	Part Time Foster Youth Liaison was hired	Continue to have part time Foster Youth Liaison	Part-Time Foster Youth Liaison in place	Staff position with a qualified person.

### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.1	<b>SARB Referrals</b> To work with other local agencies to increase pupil attendance, mental wellness, and parent involvement and help. Agencies include, Sierra County Sheriff's Department, Probation, District Attorney, Behavioral Health, Counselors, Child Protective Services, Superintendent, and Site Administrators.	No	Fully Implemented	1 SARB Referral to date		\$500.00	\$0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.2	<b>Strategic Planning</b> The school district has hired an individual to provide support and direction to provide strategic planning for the school district to help with direction on priorities set by stakeholders to improve the district as a whole.	No	Planned	Mike Walsh scheduled to return March 1		\$10,000.00	\$0
3.3	<b>Parent Surveys</b> The district will have surveys sent out to help with strategic planning, as well as stakeholder meetings. Surveys are also sent out by ELL coordinator to ELL families.	No	Planned	Winter is the time of year when we prepare for these surveys to be sent out		\$1,000.00	\$287
3.4	<b>Four Year Planning</b> Four year planning will be provided by both high school sites in the district for students and parents.	No	Planned	Four-year planning scheduled for May 2024		\$500.00	\$0
3.5	<b>Foster Youth Liaison</b> Fund a portion of the Foster Youth Liaison position to provide services for Foster youth in our district.	Yes	Fully Implemented	Foster Youth Liaison Position in place		\$25,000.00	\$9,523

## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Sierra–Plumas Joint Unified School District	\$19,459

### Plan Descriptions

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

Sierra-Plumas Joint Unified School District will implement several actions and services to increase or improve services for unduplicated pupils to improve their A-G eligibility. We will provide informational classroom sessions for students and informational evening meetings for families to help them understand what A-G means and what it takes to get into a 4 year college. Since math, and enrolling in Algebra 2 is the most challenging area for students to meet, we will start a "Bridge to Algebra 2" program to help ease the transition and promote enrollment in Algebra 2 for all students, but particularly our unduplicated students. We will provide additional academic advising hours, and target our unduplicated pupils to ensure they have a comprehensive understanding of all A-G requirements. We will expand dual enrollment opportunities for all students, and target our unduplicated pupils for enrollment. We will provide tutoring before or after school and during lunch, create a flex period during the day for credit recovery, cover the cost of AP exams for all students enrolled in AP courses, and create promotional materials targeting 8th grade students and families, to ensure ALL families have equal access to information on what A-G means and what it takes to get into a 4 year college.

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

In an effort to ensure all students have equal access to A-G courses approved by the University of California, discussions with the high school support team led to the following actions and services being proposed:

- Add hours for academic advising so that students in all grades, and particularly our unduplicated students, have the information they need to make informed decisions about which courses to take.
- Connect and partner with local Community Colleges to expand dual enrollment opportunities.
- Add additional A-G certified courses to the Fuel Ed online curriculum platform currently in use.
- Provide individual and small group in-person tutoring before or after school hours.
- Ensure all CTE offerings are A-G approved.
- Expand opportunities for students to make up A-G classes during the school day.
- Develop a district course catalog to advertise and showcase our current A-G approved courses, CTE A-G approved courses, dual enrollment opportunities.
- Since math is the biggest area where students get tripped up, provide support for continuous improvement of math instruction all the way down to TK (professional development, materials, etc).
- Create a "Bridge to Algebra 2" program to build skills and confidence and encourage students to enroll in algebra 2.
- Offer a personal finance class for math that is A-G approved (ideally in area C for math).
- Hold an 8th grade parent night to provide information about A-G and various pathways available to meet all A-G requirements.

- Ensure students in grades 8-11 receive consistent academic advising throughout the school year.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

Number of Students:

A letter and an "all-call" was sent home to families of all high school students from the spring 2020 semester and the 2020-2021 school year informing them of the opportunity to change their grade to pass / no pass or to retake any course where they received a “D”, “F”, or “Fail” grade during that timeframe. This information was also posted to the district website. The opportunity was available through either retaking the course in it's entirety in-person during the school day or retaking it online through Fuel Ed.

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

There is an emphasis in LCAP goal 1 on increasing the percentage of students who graduate from high school having successfully completed the A-G requirements.

Providing support to students in danger of not passing their A-G courses and creating systems to provide intervention support is also highly aligned with the goals of the LCAP. Sierra-Plumas Joint Unified School District provides a multi-tiered system of supports for all students to support individual needs, and this monitoring and intervention for the A-G courses is aligned with existing systems in place for students who are struggling.

The actions and services in the A-G Completion Improvement Grant Plan are a wonderful addition and a great supplement to the actions and services already underway through the LCAP.

## Plan Expenditures

<b>Programs and services to increase or improve A-G completion</b>	<b>Planned Expenditures</b>
Additional hours for academic advising for students	\$10,000
Extra duty pay for "Bridge to Algebra 2" program	\$9,000
Promotional and informational materials for 8th grade parent night	\$459



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



# Safe Schools Plan - 2024

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**James Berardi – County Superintendent**  
**Sean Snider – District Superintendent**

**Board of Education Review: February 13, 2024**  
**Board of Education Approval: *pending***

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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.

# CSBA POLICY GUIDE SHEET – February 13, 2024

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

## **Board Policy 0410 - Nondiscrimination in District Programs and Activities**

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires that the district's policy prohibiting discrimination, harassment, intimidation, and bullying include a statement that the policy applies to all acts of the Governing Board and Superintendent in enacting policies and procedures that govern the district, (2) clarifies when it is unlawful discrimination for the Board to refuse 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 resource in a school library, (3) requires the California Department of Education 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, and (4) provides that complaints alleging discrimination 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 may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to reference **NEW U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS GUIDANCE** documents which provide that (1) 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, (2) 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, and (3) 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. Additionally, policy updated to expand the list of characteristics for which discrimination is prohibited in order to more closely align with law; and, to reflect **NEW LAW (SB 523, 2022)** which includes reproductive health decision-making as a characteristic for which employees, job applicants, unpaid interns and volunteers are protected against unlawful discrimination and harassment.

## **Board Policy 1312.2 - Complaints Concerning Instructional Materials**

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (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, (2) clarifies when it is unlawful discrimination for the Governing Board to refuse 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 resource in a school library, (3) provides that complaints alleging discrimination 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 may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified, and (4) requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Policy also updated to expand and amend the list of criteria to be considered when instructional or library materials are being challenged; and, to provide that, unless required by law, any challenged material that is reviewed by the district will not be subject to further reconsideration for 12 months.

## **Administrative Regulation 1312.2 - Complaints Concerning Instructional Materials**

Regulation updated to provide that for an instructional materials complaint for a nonprinted material the location of the objection be given; include that acknowledgement of receipt of an instructional materials complaint and notification of a review committee's decision be in writing; and, add that staff, in addition to the Superintendent or designee and teacher(s), be notified by the Principal as appropriate when an instructional materials complaint is received. Regulation also updated to delete material in the section "Formal Complaint" related to a request by a parent/guardian who has filed a complaint for the student to be excused from using the challenged material while the complaint is pending; and, move the section "Review Committee" to come before the section "Superintendent Determination" so that it follows chronologically. Additionally, regulation updated to amend the section "Review Committee" to provide that (1) the Superintendent or designee may appoint parents/guardians and students, in addition to administrators and staff from relevant instructional and administrative areas, to serve on the committee, (2) include that the Superintendent or



designee may provide training to the review committee to ensure the committee is informed regarding its responsibilities, applicable laws, and Board policies and administrative regulations when reviewing instructional materials, and (3) delete the list of criteria to be considered when instructional materials are being challenged, as this list is provided in the accompanying Board policy.

#### **Exhibit(1) 1312.2 - Complaints Concerning Instructional Materials**

Exhibit updated to specify that the "Request for Reconsideration of Existing Instructional Materials" form is for use when challenging the content of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library. Exhibit also updated to accommodate for digital instructional materials; merge together portions of the form that are content related; and, change from a checklist to an open ended response the portion regarding the complainants preference for what should be done about a challenged instructional material.

#### **Administrative Regulation 6143 - Courses of Study**

Regulation updated to reflect **NEW LAW (AB 1078, 2023)** which (1) includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which instruction in social studies is required to include a study of the role and contributions of. Regulation also updated to reflect the requirement for districts that offer a health education course to middle or high school students to include in such course mental health instruction.

#### **Board Policy 6161.1 - Selection and Evaluation of Instructional Materials**

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which (1) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (2) 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, (3) requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials, (4) clarifies when it is unlawful discrimination for the Board to refuse 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 resource in a school library, and (5) provides that complaints alleging discrimination 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 may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to expand the list in the first philosophical statement regarding the Governing Board's desires for the district's instructional materials; clarify that instructional materials for mathematics and English language arts that are aligned to common core academic content standards are deemed to be aligned to state academic content standards adopted by the State Board of Education, move up the statement regarding the inclusion of the degree to which every student has sufficient access to standards-aligned instructional materials into the district's local control and accountability plan, and provide that the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year if the County Superintendent makes the district aware of a school that does not have sufficient instructional materials.

#### **Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials**

Regulation updated to add that instructional materials being piloted by the district assess the extent to which the materials accurately reflect and value society's diversity. Regulation also updated to reflect **NEW LAW (AB 1078, 2023)** which includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ+ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural") to the groups for which instruction in social studies is required to include a study of the role and contributions of, and (2) requires the California Department of Education to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, regulation updated to include, for instructional materials being recommended for adoption by the Governing Board, that they include specified subject content requirements, support the district's local control and accountability plan, stimulate exploration of ideas and intellectual exchanges, and include options for materials in digital format.

### **Exhibit(1) 6161.1 - Selection and Evaluation of Instructional Materials**

Exhibit updated to clarify that districts who have determined that sufficient materials were not provided to students at a district school(s) in a certain subject(s), should complete the section "Finding of Insufficient Textbooks or Instructional Materials in One or More Subjects" in addition to the section "Finding of Sufficient Textbooks or Instructional Materials." Exhibit also updated to separate out section regarding "Finding of Available Science Laboratory Equipment for Grades 9-12," and to clarify the definition of "sufficient textbooks or instructional materials" in regard to materials in digital format. Additionally, Exhibit updated to reflect **NEW LAW (AB 1078, 2023)** which requires the Governing Board to submit a copy of any resolution reflecting a finding of insufficient textbooks or other instructional materials to the County Superintendent of Schools no later than three business days after the hearing on such materials.

### **Board Policy 6161.11 - Supplementary Instructional Materials**

Policy updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Governing Board to refuse 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 resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) 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, and (4) provides that complaints alleging discrimination 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 may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Policy also updated to delete the section "Supplementary Materials Aligned with Common Core Standards" as these interim materials are no longer necessary since the State Board of Education has adopted K-8 textbooks and instructional materials aligned to the Common Core Standards. Additionally, policy updated to include factual accuracy and whether the material contains pervasive vulgarity or profanity in the determination of compliance of supplemental materials with district criteria; and, add that the Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

### **Board Policy 6163.1 - Library Media Centers**

Policy updated to expand the first philosophical paragraph regarding the Governing Board's recognition of how school libraries support the educational program and the Board's desire for books and other resources that are stocked in school libraries. Policy also updated to reflect **NEW LAW (AB 1078, 2023)** which clarifies when it is unlawful discrimination for the Board to refuse 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 resource in a school library, (2) requires the California Department of Education (CDE) to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant, (3) 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, and (4) provides that complaints alleging discrimination 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 may be brought under the district's uniform complaint procedures or may be directly filed with the Superintendent of Public Instruction, as specified. Additionally, policy updated in regard to the criteria for evaluation of the condition and use of school libraries to add (1) that the quality of the collection at each library include types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, and provision of a broad spectrum of knowledge and viewpoints, and (2) that principals, teachers, and library personnel have knowledge of the process to follow when a library material(s) is challenged.

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

**Philosophy, Goals, Objectives and Comprehensive Plans**

**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) prohibits discrimination on the basis of sex, gender, gender identity, pregnancy, and parental 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 - Sexual Harassment.

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, and the California Department of Education (CDE) may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4670.

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.

Similarly, 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, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression, and, as amended by SB 523 (Ch. 630, Statutes of 2022), includes reproductive health decisionmaking. For policy language addressing protections against discrimination as they relate to volunteers, see BP 1240 - Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment.

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 of Education~~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 race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, reproductive health decisionmaking, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, veteran or military status, 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.

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.

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.

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)

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. See BP/AR 5145.3 - Nondiscrimination/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. ~~He/she~~The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report ~~his/her~~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, 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.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with ~~the procedures~~Board Policy 1312.3 - Uniform Complaint Procedures.

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 educational 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 34 CFR 106.98, 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 ~~web site~~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 with 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, as amended by AB 2449 (Ch. 285, Statutes of 2022), 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. See OCR's June 2010 and May 2011 Dear Colleague Letters and BP 1113 - District and School Websites.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. 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 ~~web sites~~websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or ~~principal~~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.~~

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.~~The individual identified in AR~~

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 the 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. He/she~~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.

~~James Berardi~~, Superintendent  
(title or position)

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SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
Policy adopted: April 10, 2007  
revised: June 12, 2012  
revised: June 12, 2018  
revised: September 21, 2021  
revised: ??, 2024



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

**Community Relations****Policy 1312.2: Complaints Concerning Instructional Materials**

CSBA NOTE: The following optional policy, accompanying administrative regulation, and exhibit are for complaints concerning the content or use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, and should be revised to reflect district practice.

Pursuant to Education Code 242, as added by AB 1078 (Ch. 229, Statutes of 2023), the California Department of Education (CDE) is required 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 complaints regarding the sufficiency of instructional materials or textbooks pursuant to Education Code 35186, see AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

For more information regarding the selection, evaluation, and prohibited use of individual instructional materials, see BP/AR 6161.1 - Selection and Evaluation of Instructional Materials, BP 6161.11 - Supplementary Instructional Materials, and BP 6163.1 - Library Media Centers.

~~The Board of Education~~The Governing Board uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of district staff, parents/guardians, and community members, and, as appropriate, students. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the accompanying administrative regulation and exhibit.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. (Education Code 35160)

CSBA NOTE: Education Code 243, as added by AB 1078, 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 other 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 other 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.

Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, may be brought under the district's uniform complaint procedures 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.

However, a complaint related to the use or prohibited use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library that alleges unlawful discrimination based on a violation of Education Code 243 shall be filed, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

CSBA NOTE: Pursuant to Education Code 60040.5, as added by AB 1078, CDE is required to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant.

When deliberating upon challenged materials, the Superintendent ~~and/~~ or ~~review~~ any designee or committee established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation. In addition, such deliberations may consider ~~the educational philosophy of the district, and~~ vision of the district; the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age; the professional opinions of teachers of the subject and of other competent authorities; ~~and/or experts;~~ reviews of the materials by reputable bodies; ~~the teacher's~~ stated objectives in using the materials; community standards; ~~and;~~ the allegations in the complaint, including the extent to which the objections of the complainant are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.

CSBA NOTE: Education Code 243, as added by AB 1078, clarifies that it is unlawful discrimination for the Board to 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 contains inclusive or diverse perspectives. While Education Code 243 is specifically applicable to boards, districts should assume that any similar decision by the Superintendent, designee, or any committee established by the Superintendent would likely constitute unlawful discrimination as well; see BP 6161.1 - Selection and Evaluation of Instructional Materials.

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted 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 contains inclusive and/or diverse perspectives, as specified in Education Code 243.

~~Complainants are encouraged to accept~~ If the complainant finds the Superintendent's or review committee's decision. ~~However, if the complainant finds that decision~~ unsatisfactory, he/she/the complainant may appeal the decision to the Board.-

~~The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.~~

CSBA NOTE: The following optional paragraph limits reconsideration within a specified time period and should be modified to reflect district practice.

~~When any~~ Any challenged instructional material that is reviewed by the district, ~~it~~ shall not be subject to further reconsideration for 12 months, unless ~~the Superintendent determines that reconsideration is warranted~~ required by law.

CSBA NOTE: Education Code 35186 details a specific process that districts must use to resolve complaints regarding sufficiency/availability of instructional materials or textbooks. See AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

Pursuant to Education Code 60119, boards are required to hold a public hearing annually regarding the sufficiency of instructional materials. If, at the public hearing, the Board makes a determination of "insufficient materials", Education Code 1240, as amended by AB 1078, requires the Board to take certain actions and specifies potential consequences for not remedying the deficiency as required by law; see BP 6161.1 - Selection and Evaluation of Instructional Materials.

Complaints related to the sufficiency of textbooks or instructional materials shall be resolved ~~pursuant to the district's Williams uniform complaint procedure at AR 1312.4~~ as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.

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

**Community Relations**

**Regulation 1312.2: Complaints Concerning Instructional Materials**

CSBA NOTE: The following optional regulation is for complaints concerning the content or use of any existing textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, and should be modified to reflect district practice. Complaints alleging unlawful discrimination based on a violation of Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), 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 other resource in a school library are required to be investigated or resolved in accordance with the procedures specified in BP/AR 1312.3 - Uniform Complaint Procedures, or may be directly filed with the Superintendent of Public Instruction. For complaints regarding the sufficiency of instructional materials or textbooks pursuant to Education Code 35186, see AR/E(1)/E(2) 1312.4 - Williams Uniform Complaint Procedures.

For more information regarding the selection, evaluation, and prohibited use of individual instructional materials, see BP/AR 6161.1 - Selection and Evaluation of Instructional Materials, BP 6161.11 - Supplementary Instructional Materials, and BP 6163.1 - Library Media Centers.

**Step 1: Informal Complaint**

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, ~~he/she~~such individual shall informally discuss the material in question with the principal. (Education Code 35160)

**Step 2: Formal Complaint**

If the complainant is not satisfied with the principal's initial response, ~~he/she~~the complainant shall present a written complaint to the principal. Complaints regarding printed material shall name the author, title, and publisher and shall identify the objection by page and item numbers. In the case of nonprinted material, written information specifying the precise nature of the objection and location of such material shall be given. ~~Complainants~~In order for the district to reply appropriately, complainants shall sign all complaints and provide identifying information ~~so that the district is able to make a proper reply.~~ Anonymous complaints will not be accepted.

Upon receiving a complaint, the principal shall ~~acknowledge~~provide the complainant with a written acknowledgement of its receipt and ~~answer~~respond to any procedural questions ~~regarding procedure the complainant may have.~~ The principal ~~then~~ shall then notify the Superintendent or designee ~~and~~, the teacher(s) ~~involved of the complaint.~~, and other staff as appropriate.

During the investigation of the complaint, the challenged material may remain in use until a final decision has been reached. ~~However, upon request of the parent/guardian who has filed the complaint, his/her child may be excused from using challenged materials until a resolution has been reached. The teacher shall assign the student an alternate material of equal merit.~~

**Step 3: ~~Superintendent Determination~~ Review Committee**

The Superintendent or designee shall determine whether to convene a review committee ~~should be convened~~ to review the complaint.

If the Superintendent or designee determines that a review committee is ~~not~~ necessary, ~~he/she shall issue a decision regarding the complaint.~~

Step 4: Review Committee

~~If the Superintendent or designee determines that a review committee is necessary, he/she~~ shall appoint a committee composed of administrators and staff members selected from relevant instructional and administrative areas. The Superintendent or designee may also appoint parents/guardians, students, and community members, as appropriate, to serve on the committee.

The ~~Superintendent or designee may provide training to the review committee shall to ensure that the review committee is informed regarding its responsibilities, the criteria specified into follow when reviewing instructional materials, and applicable laws, Board policy and shall determine the extent to which the challenged material supports the curriculum, the educational appropriateness of the material,(ics), and its suitability for the age level of the student.administrative regulation(s).~~

Within 30 days of being convened, the review committee shall summarize its findings in a written report. The Superintendent or designee shall notify the complainant in writing of the committee's decision within 15 days of receiving the committee's report.

Step 4: Superintendent Determination

~~If the Superintendent or designee determines that a review committee is not necessary, the Superintendent or designee shall, in a timely manner, issue a decision in writing regarding the complaint.~~

Step 5: Appeal to the Governing Board of Education

If the complainant remains unsatisfied, ~~he/she~~the complainant may appeal the Superintendent's or ~~the~~ review committee's decision to the Board. The Board's decision shall be final.

SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
Regulation approved: April 10, 2007  
revised: ??, 2024

# Sierra County/Sierra-Plumas Joint USD

## Community Relations

### Exhibit 1312.2 – Complaints Concerning Instructional Materials

#### REQUEST FOR RECONSIDERATION OF EXISTING INSTRUCTIONAL MATERIALS

This form is only for use ~~only~~ by district employees, district residents, or parents/guardians of children enrolled in a district school to challenge the content or use of any existing textbook, instructional material. ~~For complaints regarding sufficiency of, supplemental instructional materials, please use the Williams Uniform Complaint Procedure complaint form. material, or other curriculum for classroom instruction, or any book or other resource in a school library.~~

Date: \_\_\_\_\_

Name of person filing complaint: \_\_\_\_\_  
**Anonymous complaints will not be accepted.**

Group represented (if any): \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address, ~~if any~~: \_\_\_\_\_

Address: \_\_\_\_\_

#### Instructional Material Being Challenged:

Title: \_\_\_\_\_

Author: \_\_\_\_\_

Publisher: \_\_\_\_\_

Date of Edition: \_\_\_\_\_

Name of school/classroom instructional material was used: \_\_\_\_\_

1. Please specifically state the nature of your concern or objection and identify your objection by page, ~~tape~~ website, webpage and/or link, recording or digital sequence, video frame, or words, as appropriate. - You may use additional pages if necessary.
2. Was the instructional material of concern read/heard/viewed in isolation or was the entire selection read/heard/viewed? If the entire selection was not read/heard/viewed, is your estimate regarding the percentage of the amount read/heard/viewed?
2. ~~Did you read/view the entire selection?~~
3. ~~For what age group would you recommend this material?~~
4. ~~If not, what percentage did you read/view, or what parts?~~

~~3. 5.~~ What ~~do you feel might be the result~~ is your concern regarding the consequence if a student reads/hears/views ~~this~~the instructional material? In your assessment, is the instructional material appropriate for the age of the students being taught?

~~4. 6.~~ What would you like the school to do about ~~this~~the instructional material?  
~~\_\_\_ Do not assign it to my child~~  
~~\_\_\_ Withdraw it from all students~~  
~~\_\_\_ Reconsider it~~

Signature of complainant: \_\_\_\_\_

For District Use:

Request received by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Action taken: \_\_\_\_\_

Date: \_\_\_\_\_

SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
Exhibit version: April 10, 2007  
revised: ??, 2024

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

**Instruction****Regulation 6143: Courses Of Study**

CSBA NOTE: Education Code requirements for courses of study are generally classified into requirements for grades 1-6 and 7-12. Therefore, K-8 districts and high school districts need to collaborate with appropriate area districts to ensure that all required courses are offered sometime during grades 7-12.

The district should select the sections below ("Grades 1-6" and/or "Grades 7-12") that correspond with the grade levels offered.

For more information regarding the selection, evaluation, and prohibited use of individual instructional materials, see BP/AR 6161.1 - Selection and Evaluation of Instructional Materials, BP 6161.11 - Supplementary Instructional Materials, and BP 6163.1 - Library Media Centers.

## Grades 1-6

CSBA NOTE: Items #1-7 below are areas of study required by law for grades 1-6. The Governing Board may add other studies to this list.

Courses of study for grades 1-6 shall include the following:

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)
2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)
3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in:
  - a. The history, resources, development, and government of California and the United States

CSBA NOTE: Education Code 51204.5 requires instruction in social sciences to include a study of the role and contributions of specified groups of people to the economic, political, and social development of California and the United States of America, which, as amended by AB 1078 (Ch. 229, Statutes of 2023), includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural"). The complete list required by Education Code 51204.5, as amended by AB 1078, is reflected below.

Additionally, Education Code 60040, which requires the Board to only adopt instructional materials that in its determination accurately portray the cultural and racial diversity of our society, was amended by AB 1078 to mirror the changes made to Education Code 51204.5, explained above.

Instruction shall include the early history of California and a study of the role and contributions of ~~men and women~~ people of all genders, Native Americans, African Americans, ~~Mexican~~ Latino Americans, Asian Americans, Pacific Islanders, European Americans, ~~lesbian, gay, bisexual, and transgender~~ LGBTQ+ Americans, persons with disabilities, and members of other ethnic ~~and~~ cultural, religious, and socioeconomic status groups to the economic, political, and social development of California and the United



States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

- b. The development of the American economic system, including the role of the entrepreneur and labor
  - c. The relations of persons to their human and natural environment
  - d. Eastern and western cultures and civilizations
  - e. Contemporary issues
  - f. The wise use of natural resources
4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)
  5. Visual and performing arts: -instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

CSBA NOTE: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise ITEM #6a-e below to indicate topics that will be addressed in grades K-6.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: -(Education Code 51202, 51210)
  - a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation (CPR) when appropriate equipment is available
  - b. Fire prevention
  - c. The protection and conservation of resources, including the necessity for the protection of the environment
  - d. Venereal disease
  - e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

CSBA NOTE: The following item is optional pursuant to Education Code 51202.

- f. Violence as a public health issue
7. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind



CSBA NOTE: Item #8 below is optional. Education Code 51210.5 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed in items #1-7 above. Pursuant to Education Code 51210.5, such instruction may include personal testimony in the form of oral or video histories that illustrate the economic and cultural effects of violence within a city, the state, and the country. See BP 6142.94 - History-Social Science Instruction.

8. Violence awareness and prevention

CSBA NOTE: Optional item #9 below is not required by state law but is a highly recommended component of school-to-career instruction.

9. Career awareness exploration

Grades 7-12

CSBA NOTE: Items #1-11 below are areas of study required by law for grades 7-12. The Board may add other studies to this list.

Courses of study for grades 7-12 shall include the following:

1. English:- knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking -(Education Code 51220)
2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: - (Education Code 51220)
  - a. The history, resources, development, and government of California and the United States, including instruction in:

CSBA NOTE: Education Code 51204.5 requires instruction in social sciences to include a study of the role and contributions of specified groups of people to the economic, political, and social development of California and the United States of America, which, as amended by AB 1078, includes people of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, religious, cultural, and socioeconomic status groups (formerly "ethnic and cultural"). The complete list required by Education Code 51204.5, as amended by AB 1078, is reflected below.

Additionally, Education Code 60040, which requires the Board to only adopt instructional materials that in its determination accurately portray the cultural and racial diversity of our society, was amended by AB 1078 to mirror the changes made to Education Code 51204.5, explained above.

- i. The early history of California and a study of the role and contributions of ~~both men and women~~people of all genders, Native Americans, African Americans, ~~Mexican~~Latino Americans, Asian Americans, Pacific Islanders, European Americans, ~~lesbian, gay, bisexual, and transgender~~LGBTQ+ Americans, persons with disabilities, and members of other ethnic ~~and~~, cultural, religious, and socioeconomic status groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society -(Education Code 51204.5, 60040)

CSBA NOTE: Education Code 51221.3 and 51221.4 encourage, but do not require, instruction on the topics described in optional subitems #(2)-(4) below. These items may be modified or deleted to reflect district practice.

For districts that choose to offer such instruction, Education Code 51221.3 and 51221.4 encourage that a component be drawn from personal testimony, especially in

the form of oral or video history. If oral histories are used, they must conform to the requirements of Education Code 51221.3 and 51221.4. See BP 6142.94 - History-Social Science Instruction.

- ii. World War II, including the role of Americans and Filipino Americans who served in the United States Army during that time
- iii. The Vietnam War, including the “Secret War” in Laos and role of Southeast Asians in that war
- iv. The Bracero program, in which there was a 1942 agreement between the United States and Mexico authorizing the temporary migration of laborers to the United States
- b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions
- c. The development of the American economic system, including the role of the entrepreneur and labor
- d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)
- e. Eastern and western cultures and civilizations

CSBA NOTE: Pursuant to Education Code 51220, instruction related to human rights issues, as provided in Item #2f below, may include the study of the Armenian genocide. Education Code 51226.3 encourages the incorporation of oral testimony into instruction in human rights, the Holocaust, and genocide, including the Armenian, Cambodian, Darfur, and Rwandan genocides.

- f. Human rights issues, with particular attention to the study of the inhumanity of genocide-~~is~~ which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides~~);~~ slavery, and the Holocaust
  - g. Contemporary issues
3. World language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)
  4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)
  5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems; appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)
  6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)
  7. Visual and performing arts:- dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)
  8. Applied arts:- consumer education, family and consumer sciences education, industrial arts, general business education, or general agriculture (Education Code 51220)
  9. Career technical/vocational-technical education:- in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career

desires and needs of students (Education Code 51220)

CSBA NOTE: Education Code 51934 requires that students be provided comprehensive sexual health and HIV prevention instruction at least once in middle school or junior high school and at least once in high school. See BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction for required components of such instruction.

10. Comprehensive sexual health and HIV prevention (Education Code 51225.36, 51934)

CSBA NOTE: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise item #11 below to indicate topics that will be addressed in grades 7-12.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

11. Personal and public safety, accident prevention and health, including instruction in: (Education Code 51202, 51203)

- a. Emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and CPR when appropriate equipment is available

CSBA NOTE: The following paragraph is for use by districts that require a course in health education for high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51225.6, such districts are required to include instruction in performing compression-only cardiopulmonary resuscitation (CPR), as described below. Such instruction must be based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR, such as those developed by the American Heart Association or the American Red Cross, and must include hands-on practice in compression-only CPR. On its website, CDE provides guidance on how to implement this requirement.

Education Code 51225.6 also encourages districts to provide students with general information on the use and importance of an automated external defibrillator.

Instruction shall be provided in compression-only CPR based on national guidelines and shall include hands-on practice-- (Education Code 51225.6)

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease
- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

CSBA NOTE: The following two items are optional pursuant to Education Code 51202.

- f. Prenatal care for pregnant individuals
- g. Violence as a public health issue

CSBA NOTE: Education Code 51925 requires districts that offer a health education course to high school students to include mental health instruction, as specified in Item #11h. Districts that offer a health education course to high school students should include Item #11h, and may be deleted or revised by districts that do not offer such a course.

Education Code 51929 requires CDE to develop a plan to expand mental health instruction, and has created a webinar, "Student Mental Health Education Implementation: Why, What & How," available on its website.

- h. Mental Health, that provides for reasonably designed instruction on the overarching themes and core principles of mental health, which includes: (Education Code 51925)
- i. Defining the signs and symptoms of common mental health challenges
  - ii. Explaining evidence-based services and supports that effectively help individuals manage mental health challenges
  - iii. Promoting mental health wellness and protective factors, including positive development, social and cultural connectedness and supportive relationships, resiliency, problem solving skills, coping skills, self-esteem, and a positive school and home environment in which students feel comfortable
  - iv. Identifying warning signs of common mental health problems in order to promote awareness and early intervention so that students know to take action before a situation turns into a crisis, including how to obtain assistance from the district or the community for themselves or others and evidence-based and culturally responsive practices that are proven to help overcome mental health challenges
  - v. Connecting the importance of mental health to overall health and academic success and to co-occurring conditions, such as chronic physical conditions, chemical dependence, and substance abuse
  - vi. Conveying an awareness and appreciation about the prevalence of mental health challenges across all populations, races, ethnicities, and socioeconomic statuses, including the impact of race, ethnicity, and culture on the experience and treatment of mental health challenges
  - vii. Understanding the stigma surrounding mental health challenges and what can be done to overcome stigma, increase awareness, and promote acceptance, including, to the extent possible, classroom presentations of narratives by trained peers and other individuals who have experienced mental health challenges and how they coped with their situations, including how they sought help and acceptance

Mental health instruction offered by the district shall: (Education Code 51926)

- 1. Be appropriate for use with students of all races, genders, sexual orientations, ethnic and cultural backgrounds, students with disabilities, and English learners
- 2. Be accessible to students with disabilities, including, but not limited to, providing a modified curriculum, materials, and instruction in alternative formats, and auxiliary aids
- 3. Not reflect or promote bias against any person on the basis of any category protected by Education Code 220
- 4. Be coordinated with any existing on-campus mental health providers including, but not limited to, providers with a pupil personnel services credential, who may be immediately called upon by students for assistance

Students receiving mental health instruction shall not be required to disclose their confidential health or mental health information at any time in the course of receiving the instruction. (Education Code 51927)

CSBA NOTE: Item #12 is optional. Education Code 51220.3 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed above for grades 7-12.

## 12. Violence awareness and prevention

CSBA NOTE: Pursuant to Education Code 51226.7, the State Board of Education (SBE) has adopted a model curriculum in ethnic studies upon which districts may offer an elective course in social sciences or English language arts in at least one year during grades 9-12.

Subject to funding in the annual Budget Act or other statute, Education Code 51225.3 requires a one- semester course in ethnic studies for high school graduation beginning with students who graduate in the 2029-30 school year. At its discretion, a district may require a full-year course. Districts that require a full- year course should revise Item #13 accordingly. A student who completes a course in ethnic studies will also accrue credit for coursework in the subject that the course is offered, including, if applicable, credit towards satisfying a course required for graduation.

Item #13 is currently optional, but, if funding is appropriated, districts will be required to offer a one-semester ethnic studies course, as specified, beginning in the 2025-26 school year.

## 13. Ethnic studies

Commencing in the 2025-26 school year, the district shall offer a one-semester course in ethnic studies ~~as specified in Education Code 51225.3.~~

CSBA NOTE: Education Code 51220.5 requires the equivalent content of a one-semester course in parenting skills and education in grade 7 and/or 8, subject to funding which was not subsequently appropriated; thus the following paragraph is currently optional.

In addition, the course of study for grade 7 and/or 8 may include parenting skills and education, including, but not limited to, child growth and development, parental responsibilities, household budgeting, child abuse and neglect issues, personal hygiene, maintenance of healthy relationships, teen parenting issues, and self-esteem. -(Education Code 51220.5)

CSBA NOTE: The following paragraph is for use by districts that maintain high schools.

High schools shall offer automobile driver education that includes instruction in: -(Education Code 51220, 51220.1, 51220.4)

1. Vehicle Code provisions and other relevant state laws
2. Proper acceptance of personal responsibility in traffic
3. Appreciation of the causes, seriousness, and consequences of traffic accidents
4. Knowledge and attitudes necessary for the safe operation of motor vehicles
5. The safe operation of motorcycles
6. The dangers involved in consuming alcohol or drugs in connection with the operation of a motor vehicle
7. The rights and duties of a motorist as they pertain to pedestrians and the rights and duties of pedestrians as they pertain to traffic laws and traffic safety

## Certification of College Preparatory Courses

CSBA NOTE: The following optional section is for use by districts that maintain grades 9-12 and may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University (CSU) system is a requirement that students satisfactorily complete 15 yearlong/30 semesters of specified courses ("A-G" courses). In order to qualify as an "A-G" course, the course must first be submitted to and approved by UC. The district or school should develop course descriptions using the templates provided by UC and submit them through UC's online system.

Education Code 51225.37 encourages districts that offer world language courses specifically designed for native speakers to submit those courses to UC for certification and addition to the school's "A-G" course list.

The following paragraph may be revised to reflect the position in the district or school(s) that is responsible for submitting and updating "A-G" courses.

The Superintendent or designee shall identify district courses that may qualify for designation as "~~a-~~a-gA-G" college preparatory courses, including courses in history-social science, English, mathematics, laboratory science, languages other than English, visual and performing arts, career technical education, and college preparatory electives. The Superintendent or designee shall submit any necessary information regarding each identified course to ~~the University of California (UC)~~ for "~~a-g~~a-gA-G" designation.

## Notification and Information to Students in Grades 9-12

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

At the beginning of each school year, the Superintendent or designee shall provide written notice to parents/guardians of students in grades 9-12 that, to the extent possible, shall not exceed one page in length and that includes all of the following: -(Education Code 51229)

1. A brief explanation of the course requirements for admission to UC and CSU

CSBA NOTE: The UC maintains a searchable website that lists certified "A-G" courses for all regular California public high schools.

2. A list of the current UC and CSU ~~web sites~~websites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU
3. A brief description of what career technical education is, as defined by the California Department of Education (CDE)
4. The Internet address for the portion of ~~the CDE web site~~CDE's website where students can learn more about career technical education
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses

CSBA NOTE: Education Code 51225.8 requires districts to provide specified information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application (CADAA), as appropriate, at least once before grade 12. At the district's discretion, the information provided may be disseminated through in-class instruction, an existing program, family information sessions, group or individual sessions with school counselors, or other appropriate means.

The Superintendent or designee shall provide information to students and parents/guardians regarding the completion and submission of the Free Application for Federal Student Aid (FAFSA) and/or the California Dream Act Application (CADAA) at least once before grade 12. (Education Code 51225.8)



## Financial Aid Requirements for Students in Grade 12

CSBA NOTE: Pursuant to Education Code 51225.7, the district is required to confirm that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education and/or, if a student is exempt from paying nonresident tuition, a CADAA to the Student Aid Commission (CSAC), unless there is an exception as specified below. To enable educators to ensure that each student has successfully completed and submitted a FAFSA or CADAA, Education Code 51225.7, as amended by SB 114 (Ch. 48, Statutes of 2023), requires CSAC to provide data to the California College Guidance Initiative to inform reports available through CaliforniaColleges.edu.

Pursuant to Education Code 51225.7, CSAC adopted regulations, available on its website, that include model opt- out forms and acceptable use policies for the purpose of providing guidance on the protection of student and parent/guardian data.

~~Commencing in the 2022-23 school year, the~~ The Superintendent or designee shall ensure that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education or, if a student is exempt from paying nonresident tuition, a CADAA to the Student Aid Commission (CSAC), unless either: - (Education Code 51225.7)

1. The student's parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the district
2. If the district determines that a student is unable to complete a requirement of Education Code 51225.7, the district shall exempt the student or the student's parent/guardian from completing the FAFSA, CADAA, or opt- out form and shall complete and submit an opt-out form on the student's behalf

The Superintendent or designee shall ensure that each high school student in grade 12, and if applicable, the student's parent/guardian, be directed to any support and assistance necessary to complete the FAFSA and/or CADAA that may be available through outreach programs, including, but not limited to, programs operated by CSAC, postsecondary immigration resource centers, college readiness organizations, community-based organizations, and/or legal resource organizations. -(Education Code 51225.7)

Information shared by students and parents/guardians in completing and submitting the FAFSA and/or CADAA shall be handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person's immigration status or other personal information. -(Education Code 51225.7)

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

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

**Instruction****Policy 6161.1: Selection And Evaluation Of Instructional Materials**

CSBA NOTE: Pursuant to Education Code 60200 and 60400, the Governing Board is responsible for the adoption of textbooks and other instructional materials, as defined in Education Code 60010, for use in district schools. See the accompanying administrative regulation for required and optional criteria for the selection of instructional materials. See BP 6161.11 - Supplementary Instructional Materials and BP 6163.1 - Library Media Centers for selection processes regarding supplementary books and materials.

For more information, the California Department of Education's (CDE) website provides guidance on the removal of instruction or instructional materials. In addition, Education Code 60040.5, as added by AB 1078 (Ch. 229, Statutes of 2023), requires CDE to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, 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.

The Board of EducationThe Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, stimulate thought, the exploration of ideas and intellectual exchanges, and enhance instructors' ability to educate all students through the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-8 and may be revised to reflect the grade levels offered by the district. Pursuant to Education Code 60200, the State Board of Education (SBE) is required to adopt basic instructional materials in specified subjects that districts may select for use in grades K-8. Education Code 60200 provides that SBE may adopt materials in any of the specified subject areas at least once, but not more than twice, every eight years. Education Code 60210 authorizes the Board to select materials that have not been approved by SBE, provided they are aligned with state academic content standards or Common Core State Standards.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE, which includes instructional materials for mathematics and English language arts that are aligned to Common Core State Standards. (Education Code 60200, 60210)

CSBA NOTE: The following paragraph is for use by districts that maintain high schools.

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and the accompanying administrative regulation. -(Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)



Public Hearing on Sufficiency of Instructional Materials and Public Hearing

CSBA NOTE: As a condition of receiving funds for instructional materials from any state source, Education Code 60119 requires the Board to annually hold a public hearing to determine whether each student in the district has sufficient standards-aligned textbooks or instructional materials in English/language arts (including English language development), mathematics, science, and history-social science that are consistent with the content and cycles of the curriculum framework adopted by SBE. As clarified in CDE's "Instructional Materials FAQ," state funding sources for instructional materials include local control funding formula funds and Proposition 20 (2000) lottery funds. Pursuant to Education Code 60119, the Board must also make a written determination during the hearing as to the sufficiency of textbooks or instructional materials in world language and health courses, as well as the availability of science laboratory equipment in science laboratory courses. Pursuant to Education Code 60010, "technology-based materials" include the electronic equipment required to make use of those materials, including, but not limited to, laptop computers and devices that provide Internet access. Thus, when districts provide technology-based materials to students, such equipment is subject to the determination of sufficiency pursuant to Education Code 60119.

Education Code 1240 requires the County Superintendent of Schools to review the textbooks and instructional materials of underperforming schools and, if the County Superintendent determines that a school does not have sufficient materials, to prepare a report outlining the noncompliance and give the district a chance to remedy the deficiency. If the deficiency is not remedied by the second month of the school year, the County Superintendent may request that CDE purchase textbooks or materials for the district, and the cost must be repaid by the district. CDE will issue a public statement at an SBE meeting indicating the district's failure to provide instructional materials.

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials, including textbooks, technology-based materials, other educational materials, and tests. -Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource. -(Education Code 60010, 60119)

CSBA NOTE: Education Code 60119 specifies that the hearing must be held within eight weeks of the beginning of the school year. Pursuant to Education Code 60119, for a district that operates schools on a multitrack, year-round calendar, the timeline begins with the first day students attend school in any track that begins in August or September.

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. -(Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. -(Education Code 60119)

CSBA NOTE: Education Code 60119 requires the Board to adopt a resolution indicating whether each student in each school has sufficient standards-aligned textbooks or instructional materials for the subjects specified in Items #1-6 below. See the accompanying Exhibit for a sample resolution.

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks and/or other instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE in each of the following subjects: -(Education Code 60119)-

1. Mathematics
2. Science
3. History-social science

4. English language arts, including the English language development component of an adopted program
5. World language
6. Health

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

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. -(Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks or other instructional materials to use in class and to take home. This does not require that each student have two sets of materials. However, materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. -(Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. -(Education Code 60119)

CSBA NOTE: Pursuant to Education Code 60119, if the Board determines, by resolution, that there are insufficient textbooks or other instructional materials, the Board must take action to ensure that the materials are provided within two months of the beginning of the school year. Education Code 60119, as amended by AB 1078, requires the Board to submit a copy of the resolution to the County Superintendent no later than three business days.

CDE's, "Instructional Materials FAQ," states that, if a district has submitted purchase orders to the publisher to purchase materials to remedy the insufficiency, these materials should be received and made available to students by the end of the second month of the school year. Thus, districts are strongly encouraged to hold the public hearing as early in the school year as possible in order to provide sufficient time to correct any deficiencies.

Pursuant to Education Code 1240, the County Superintendent conducts annual reviews of certain schools to determine, among other things, whether there are insufficient textbooks or instructional materials. Upon making such a determination, the County Superintendent is required to provide the district the opportunity to remedy the deficiency and ensure that the deficiency is remedied no later than the second month of the school term. If the deficiency is not remedied, Education Code 1240 requires the County Superintendent to request CDE to purchase the textbooks or instructional materials, the cost of which must be repaid by the district. CDE will issue a public statement at an SBE meeting indicating the Superintendent's and Board's failure to provide instructional materials. Additionally, Education Code 1240, as amended by AB 1078, requires the County Superintendent to take the actions specified above when the County Superintendent determines that there are insufficient textbooks or instructional materials based on (1) the Board's resolution, (2) the district's quarterly complaints report provided to the County Superintendent in accordance with Education Code 35186, or (3) an audit exception found in accordance with Education Code 41020.

Pursuant to Education Code 60150, as added by AB 1078, if the Superintendent of Public Instruction (SPI) finds that a district has not provided sufficient textbooks or instructional materials as required, CDE is required to take all remedial actions as specified in Education Code 1240, including purchasing textbooks and instructional materials. Additionally, the SPI will assess a financial penalty against the district's local control funding formula allocation.

If the Board determines that there are insufficient textbooks or other instructional materials, the Board shall, by resolution, provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall submit a copy

of the resolution to the County Superintendent of Schools no later than three business days after the hearing. The Board shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. ~~(Education Code 60119)~~

~~The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)~~

### Complaints

~~Complaints concerning instructional materials shall be handled in accordance with BP/AR 1312.2— Complaints Concerning Instructional Materials or AR 1312.4— Williams Uniform Complaint Procedures, as applicable.~~

In addition, if the County Superintendent, in accordance with Education Code 1240, makes the district aware of a school that does not have sufficient textbooks or instructional materials, the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year.

### Prohibition Against Refusal to Approve or Prohibit the Use of Specified Instructional Materials

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.

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.

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)

### Complaints

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, 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 other resource in a school library as described above, may be brought under the district's uniform complaint procedures or may be filed directly with the 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.

Complaints concerning instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials, Board Policy 1312.3 - Uniform Complaint Procedures, or Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, as applicable.

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

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

**Instruction****Regulation 6161.1: Selection And Evaluation Of Instructional Materials**

## Review Process

CSBA NOTE: The following section may be revised to reflect district practice. Pursuant to Education Code 60002, the district must provide for "substantial" teacher involvement in the selection of instructional materials and must promote the involvement of parents/guardians and other members of the community in the selection of instructional materials. The Education Code does not define "substantial."

The district's review process for evaluating instructional materials shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members in accordance with Education Code 60002. -The review process may also involve administrators, other staff who have subject-matter expertise, and students as appropriate. The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.

CSBA NOTE: The following paragraph is for use by districts that maintain any of grades K-8.

If the district is considering the use of instructional materials for grades K-8 that have not been adopted by the State Board of Education (SBE), the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. -(Education Code 60210)

CSBA NOTE: The following paragraph is optional. The use of review committees is recommended as a best practice, but is not required by law.

The Superintendent or designee may establish an advisory committee to conduct the review of instructional materials.

The Superintendent or designee shall present to the ~~Governing Board of Education~~ **Governing** recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

CSBA NOTE: The State Board of Education's (SBE) policy, "Guidelines for Piloting Textbooks and Instructional Materials," provides a sample process for piloting instructional materials that addresses the selection of materials to pilot, a chronology of the process, and additional considerations, such as conflict of interest, contacts with publishers, and consideration of standards maps.

When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district's curricular goals and academic standards, and accurately reflect and value society's diversity. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

## Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that the materials:

CSBA NOTE: The California Department of Education (CDE) provides guidance, available on its website, for the selection of instructional materials that are not adopted by SBE, which includes that districts develop an evaluation instrument that reflects local and state criteria and concerns.

1. Are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE

For grades K-8, only instructional materials on the list of materials adopted by SBE and/or other instructional materials that have not been adopted by SBE but are aligned with the state academic content standards or the Common Core State Standards may be recommended for selection. -(Education Code 60200, 60210)

CSBA NOTE: The following optional paragraph is for use by districts offering any of grades 9-12 and may be revised to reflect district practice CDE provides standards map templates, available on its website, for reference in determining alignment of instructional materials for grades 9-12 core courses.

For grades 9-12, instructional materials in history-social science, mathematics, English/language arts, and science shall be reviewed using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.

2. Do not reflect adversely upon persons because of any characteristic specified in law and [BPBoard Policy 0410](#) - Nondiscrimination in District Programs and Activities, nor contain any sectarian or denominational doctrine or propaganda contrary to law -(Education Code 51501, 60044)
3. To the satisfaction of the Board, are accurate, objective, current, and suited to the [differing](#) needs and comprehension of district students at their respective grade levels -(Education Code 60045)
4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)

CSBA NOTE: Education Code 60048 and 60200 require that the Board not adopt basic instructional materials that provide unnecessary exposure to a commercial brand name, product, or corporate or company logo, unless it makes specific findings that the use has an educational purpose or is incidental to the general nature of an illustration, as provided in Item #5 below. SBE's publication, "Standards for Evaluating Instructional Materials for Social Content," details standards for the use of brand names and corporate logos in instructional materials.

5. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: -(Education Code 60048, 60200)
  - a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by SBE-
  - b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration-

CSBA NOTE: Education Code 60040-60043 require that certain subject matter be included in the district's instructional materials, as specified below. Education Code 60040, as amended by AB 1078 (Ch. 229, Statutes of 2023), expands the accurate portrayal of society's cultural and racial diversity to include the contributions of all genders (formerly "men and women"), Latino Americans (formerly "Mexican Americans"), LGBTQ Americans (formerly "lesbian, gay, bisexual, and transgender Americans"), and members of other ethnic, cultural, religious, and socioeconomic status groups (formerly "ethnic and cultural"). The complete list required by Education Code 60040, as amended by AB 1078, is reflected below.

Additionally, pursuant to Education Code 60040.5, as added by AB 1078, CDE is required



to issue, by July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant.

6. Meet the requirements of Education Code 60040-60043 for specific subject content, including, but not limited, ~~accurately portraying society's cultural and racial diversity to:~~
  - a. Accurately portraying society's cultural and racial diversity, including:
    - i. The contributions of all genders in all types of roles, including professional, vocational, and executive roles
    - ii. The role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, and members of other ethnic, cultural, religious, and socioeconomic groups to the total development of California and the United States
    - iii. The role and contributions of the entrepreneur and labor in the total development of California and the United States
  - b. Accurately portraying humanities place in ecological systems and the necessity for the protection of the environment
  - c. Accurately portraying the effects on the human system of the use of tobacco, alcohol, and narcotics, and restricted dangerous drugs as defined in Health and Safety Code 11032, and other dangerous substances
  - d. Encouraging thrift, fire prevention, and the humane treatment of animals and people
  - e. Requiring, when appropriate to the comprehension of students, that textbooks for social science, history, or civics classes contain the Declaration of Independence and the United States Constitution

CSBA NOTE: Items #7-14 below are optional and may be revised to reflect district practice. The district may choose to develop subject-specific criteria as well as general criteria.

7. Support the district's adopted courses of study and curricular goals-, including the district's local control and accountability plan
8. Contribute to a comprehensive, balanced curriculum
9. Demonstrate reliable quality of scholarship as evidenced by:
  - a. Accurate, up-to-date, and well-documented information
  - ~~a.b.~~ Objective presentation of diverse viewpoints
  - ~~a.c.~~ Clear, concise writing and appropriate vocabulary
  - ~~a.d.~~ Thorough treatment of subject matter
10. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels
11. Stimulate discussion of contemporary issues, exploration of ideas, and intellectual exchanges, and improve students' thinking and decision-making skills

12. As appropriate, have corresponding versions available in languages other than English
13. Include high-quality teacher's guides

CSBA NOTE: 5 CCR 9517.2 sets the following maximum weight standards for each student textbook: three pounds for grades K-4, four pounds for grades 5-8, and five pounds for grades 9-12. 5 CCR 9517.2 requires publishers submitting textbooks to SBE that exceed those weight standards to provide lighter weight alternatives, such as split volumes or electronic editions, soft cover editions, or other alternate physical formats. For materials for grades 9-12, publishers must disclose the availability of lighter weight alternatives. Item #14 below includes textbook weight as one of the criteria for Board consideration.

14. When available, include options for lighter weight materials, including materials in digital format, in order to help minimize any injury to students by the combined weight of instructional materials

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. Be both available and comparable to other, equivalent instructional materials -(Education Code 60052)
2. Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners
3. Protect the privacy of student data

#### Conflict of Interest

CSBA NOTE: The following optional section is for use by districts that choose to require individuals who will participate in the review process to first complete a disclosure statement which provides an opportunity to disclose any conflict of interest or appearance of conflict of interest.

To ensure integrity in the evaluation and selection of instructional materials, individuals who are participating in the evaluation of instructional materials and are not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that they:

CSBA NOTE: Education Code 60061 provides criteria and/or limitations for publishers to follow when establishing the cost of the materials being furnished; see CDE's website for a price list of adopted instructional materials. Additionally, Education Code 60071 forbids publishers from offering "valuable thing(s)" to school officials for the purpose of influencing the purchase of instructional materials.

1. Will not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)  
Sample copies of instructional materials are excepted from this prohibition (Education Code 60075)

CSBA NOTE: Items # 2-3 below are optional and should be modified to reflect district practice.

2. Are not employed by nor receive compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it
3. Do not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district



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

Regulation approved: April 10, 2007

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revised: April 9, 2013

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# Sierra County/Sierra-Plumas Joint USD

## Instruction

### Exhibit 6161.1 – SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

#### RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

CSBA NOTE: Education Code 60119 requires that the Governing Board hold an annual public hearing regarding the sufficiency of textbooks or other instructional materials and determine, through a resolution, whether each student has sufficient materials; see the accompanying Board policy. "Sufficient textbooks or instructional materials," as defined in Education Code 60119, means that each student in the district, including each English learner, has a standards-aligned textbook or instructional materials, which may include technology-based materials, to use in class and to take home.

The following sample resolution is based on the 2008 sample resolution developed by the California Department of Education (CDE) but has been updated to reflect current law. This resolution may be used to certify compliance with Education Code 60119.

Whereas, the Governing Board of the *(name of school district)*, in ~~order to comply~~accordance with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)* ~~o'clock~~, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 ~~days~~days notice of the public hearing by posting it in at least three public places within the district 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 sufficient textbooks or other instructional materials were provided to all students, including English learners, in the *(name of school district)*, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned ~~textbook~~textbooks and/or instructional materials to use in class and to take home, which may include materials in a digital format as long as each student, at a minimum, has and can access the same materials in the class and at home as other students in the same class or course in the district, but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education;

#### Finding of Sufficient Textbooks or Instructional Materials

CSBA NOTE: The following section should be used to list the schools and subjects for which the district has provided "sufficient" materials. Survey forms are available on CDE's website which may be used as a self-study and county office validation tool for grades K-12.

~~Therefore, Whereas,~~ be it resolved, for the (year) school year, the (name of school district), sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, at the following schools in the following subjects:

CSBA NOTE: To provide complete information about the basis for the Board's determination of sufficiency, the district may wish to include the names of the textbooks or instructional materials provided to students, as well as the applicable state adoption cycle.

- Mathematics: (List adopted textbooks or instructional materials for this subject for each ~~grade-level or~~ school as well as applicable state adoption cycle.)

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- Science: (List adopted textbooks or instructional materials for this subject for each ~~grade-level or~~ school as well as applicable state adoption cycle.)

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- History-social science: (List adopted textbooks or instructional materials for this subject for each ~~grade-level or~~ school as well as applicable state adoption cycle.)

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- English language arts, including the English language development component of an adopted program: (List adopted textbooks or instructional materials for this subject for each ~~grade-level or~~ school as well as applicable state adoption cycle.)

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- World language: (List adopted textbooks or instructional materials for this subject for each ~~grade-level or~~ school as well as applicable state adoption cycle.)

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- Health: (List adopted textbooks or instructional materials for this subject for each ~~grade-level or~~ school as well as applicable state adoption cycle.)

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~~Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;~~

~~Therefore, it is resolved that for the (year) school year, the (name of school district) has provided each student with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks.~~

#### Finding of Insufficient Textbooks or Instructional Materials in One or More Subjects

CSBA NOTE: In addition to the section above, the following section should be used to list the schools and subjects for which the district has not provided "sufficient" materials, and should be deleted by districts when there is not a finding of insufficient materials in a particular year. Education Code 60119 requires that, for each school for which an insufficiency exists, the Board's resolution include the percentage of students at each grade level who lack sufficient materials in each of the subject areas listed below, and include the reason that each student does not have sufficient textbooks and/or instructional materials. For more information regarding the actions the Board is required to take upon a finding of "insufficient materials," and potential consequences for not remedying the deficiency as required by law, see the section "Sufficiency of Instructional Materials and Public Hearing" in the accompanying Board policy.

~~Whereas, information provided at the public hearing and to the Board at the public meeting detailed that~~ Be it further resolved, for the *(year)* school year, the *(name of school district)*, insufficient standards-aligned textbooks or other instructional materials were provided to students at the following schools in the following subjects ~~and grade levels at district schools:-~~:

- Mathematics: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials ~~in mathematics, science, history social science, English language arts, world language, and health~~ and the reasons that each student does not have sufficient instructional materials.)
- 

~~Whereas,~~

- Science: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or ~~other~~ instructional materials ~~were not provided at each school listed above due to the following reasons: (For each school at which there is an insufficiency, list the~~ and the reasons that each student does not have sufficient instructional materials ~~in each subject and grade level listed above.~~)
- 

~~Therefore, it is resolved, that for~~

- History-social science: (For each school, list the ~~(year) school year, the (name of school district)~~ ~~has not provided each student with~~ percentage of students who lack sufficient standards-aligned textbooks or ~~other~~ instructional materials and the reasons that ~~are consistent with the cycles and content~~ each student does not have sufficient instructional materials.)
- 

- English language arts, including the English language development component of the curriculum framework, an adopted program: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and; the reasons that each student does not have sufficient instructional materials.)
- 

- World language: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
- 

- Health: (For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials and the reasons that each student does not have sufficient instructional materials.)
- 

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or other instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. -(List actions to be taken to resolve insufficiency.)

Finding of Available Science Laboratory Equipment for Grades 9-12

CSBA NOTE: The following optional section is for use by districts that maintain grades 9-12. It should be used to list the science laboratory courses offered in grades 9-12 and whether science laboratory equipment is available for these courses.

Be it further resolved, laboratory science equipment was available or was not available for science laboratory courses offered in grades 9-12, inclusive, as indicated below:

- Available: (List all science laboratory courses offered in grades 9-12 for which science laboratory equipment was available.)
- Not Available: (List all science laboratory courses offered in grades 9-12 for which science laboratory equipment was not available.)

CSBA NOTE: Education Code 60119, as amended by AB 1078 (Ch. 229, Statutes of 2023), requires the Board, upon a determination of insufficient textbooks or instructional materials, to submit a copy of the resolution making such a determination to the County Superintendent of Schools within three business days after the public hearing regarding the sufficiency of textbooks or other instructional materials. This section should be included in the resolution for every district.

Be it further resolved, that the Superintendent or designee, on behalf of the Board, shall submit a copy of this resolution to the County Superintendent of Schools within three business days of the hearing.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT  
Exhibit version: April 10, 2007  
revised: February 14, 2012  
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**Board Policy Manual**  
**Sierra County/Sierra-Plumas Joint Unified School District**

**Instruction****Policy 6161.11: Supplementary Instructional Materials**

CSBA NOTE: The following optional policy addresses the selection of instructional materials that are used to supplement the basic textbooks and other instructional materials adopted by the Governing Board for use in grades K-8 pursuant to Education Code 60200 or for grades 9-12 pursuant to Education Code 60400. See BP/AR 6161.1 - Selection and Evaluation of Instructional Materials for requirements pertaining to the selection of those basic instructional materials.

~~The Board of Education~~Governing Board encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

CSBA NOTE: In McCarthy v. Fletcher, a California appellate court clarified that the Board may exclude materials from classroom teaching because they are educationally unsuitable and unrelated to the goals specified in Education Code 233.5, but not simply because the materials contain ideas to which Board or community members object.

Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any supplemental instructional material or (2) prohibit the use of any supplemental instructional material. The Board may not refuse to approve the use of any supplemental instructional material 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 the use of any supplemental instructional material on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

For more information, the California Department of Education's (CDE) website provides guidance on the removal of instruction or instructional materials. In addition, Education Code 60040.5, as added by AB 1078, requires CDE to issue, no later than July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, 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.

The use of any supplemental instructional material 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)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials.-

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

### ~~Supplementary Materials Aligned with Common Core Standards~~

~~To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)~~

~~The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060, 60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)~~

### Appropriateness of Materials

CSBA NOTE: The following optional section may be revised to reflect district practice, including any district criteria for the appropriateness of supplementary instructional materials and/or circumstances under which materials should be submitted to the principal or other designee for review prior to their use (e.g., when materials relate to controversial issues or are presented in a controversial manner or context, such as when materials contain nudity, sexual content, graphic violence, or extensive profanity). The district is encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to adopting such criteria or processes or when banning films, electronic resources, or other materials solely on the basis of industry ratings.

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, he/she/the employee shall preview the material to determine whether, in his/her/the employee's professional judgment, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

The Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Complaints

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, related to the use or prohibited use of any supplemental instructional material as described above, may be brought under the district's uniform complaint procedures 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.

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

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

**Instruction****Policy 6163.1: Library Media Centers**

CSBA NOTE: Education Code 18100 requires the Governing Board to provide library services for students and teachers by maintaining school libraries or contracting with another public agency. The following optional policy is intended for use by districts that maintain their own school libraries, but may be modified to meet the needs of districts that enter into an arrangement to receive services from either a county or city library pursuant to Education Code 18130 or 18134; also see BP 1330.1 - Joint Use Agreements.

The State Board of Education (SBE) has adopted model program standards for school libraries which describe (1) school library standards for students that delineate what students should know and be able to do at each grade level (see section "Library Instruction," below), and (2) school library program standards that describe staffing, access, resources, and infrastructure, including technology, recommended for effective school library programs. The following policy may be modified to reflect state program standards that the district chooses to implement.

The Board of Education~~The Governing Board~~ recognizes that school libraries support the educational program by providing access to a variety of informational and supplemental resources that can ~~help~~raise~~inspire~~ a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges, and contribute to the academic achievement of all students. The Board desires that school libraries be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, and prepare students to become lifelong learners.

**Staffing**

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 18120, the Board may appoint one or more librarians to staff school libraries, provided they possess an appropriate credential issued by the Commission on Teacher Credentialing (CTC) as required by Education Code 44868 and 5 CCR 80053. This may include a teacher librarian services credential issued since January 1, 2008 or a library media teacher services credential issued prior to that date. In addition, 5 CCR 80024.6 establishes requirements for an emergency teacher librarian services permit that may be issued when there is an insufficient number of qualified certificated persons to fill available positions.

SBE model program standards recommend a ratio of one full-time teacher librarian per 785 students, plus assignment of a classified paraprofessional (e.g., library technician, library aide) at least 34 hours per week.

If the district does not employ any teacher librarians, it should modify this policy to reflect the position(s) that are assigned to fulfill the related duties.

~~To staff school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing. A classified qualified paraprofessional may serve as library aide or library technician to provide instructional support in a library or media center under the direct supervision of credentialed personnel. (Education Code 18120, 44868; 5 CCR 80024.6, 80053)~~

~~The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential: (5 CCR 80053, 80053.1)~~

- ~~1. Instruct students in accessing, evaluating, using, and integrating information and resources in the~~

~~library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship~~

- ~~2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers~~
- ~~3. Select materials for school and district libraries~~
- ~~4. Develop and deliver staff development programs for school library services~~
- ~~5. Coordinate or supervise library programs at the school or district level~~
- ~~6. Plan and conduct a course of instruction for students who assist in the operation of school libraries~~
- ~~7. Supervise classified personnel assigned school library duties~~
- ~~8. Develop procedures for management of the school and district libraries~~

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 35021, the district may not use volunteer aides in lieu of classified employees whose positions were abolished.

The Board ~~also~~ may appoint ~~qualified~~ classified paraprofessionals to serve as library aides or library technicians ~~to provide instructional support services under the direct supervision of credentialed personnel~~. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

#### Hours of Operation

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

~~With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and Saturdays. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)~~

#### Selection and Evaluation of School Library Materials

CSBA NOTE: The following optional section may be revised to reflect district practice. At its discretion, the Board may establish selection criteria that exclude all materials of a sectarian, partisan, or denominational character as authorized by Education Code 18111.-

~~At its discretion, the Board may establish selection criteria that exclude all materials of a sectarian, partisan, or denominational character as authorized by Education Code 18111.~~

~~Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive or language needs.~~

~~Library materials shall be evaluated and selected through a process that invites recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.~~

CSBA NOTE: Education Code 243, as added by AB 1078 (Ch. 229, Statutes of 2023), clarifies when it is unlawful discrimination for the Board to (1) refuse to approve the use of any book or other resource in a school library or (2) prohibit the use of any book or other resource in a school library. The Board may not refuse to approve the use of any book or other resource in a school library 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 the use of any book or other resource in a school library on the basis that the study of the role and contributions contain inclusive or diverse perspectives.

For more information, the California Department of Education's (CDE) website provides guidance on the removal of instruction or instructional materials. In addition, Education Code 60040.5, as added by AB 1078 (2023), requires CDE to issue, no later than July 1, 2025, guidance regarding how to review instructional materials to ensure that they represent diverse perspectives and are culturally relevant. Additionally, 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.

The use of 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)

Library materials shall be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed.

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, as added by AB 1078, related to the use or prohibited use of any book or other resource in a school library as described above, may be brought under the district's uniform complaint procedures 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.

Complaints regarding the appropriateness of library materials shall be addressed ~~using the district's procedures for complaints regarding instructional materials~~ in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

#### Fees

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

CSBA NOTE: Pursuant to 5 CCR 16042, the district shall not charge students for the late return of library materials unless authorized to do so by the Board. The district should select the option below that reflects district practice. Option 2 may be modified to include the amount that will be charged.

#### OPTION 1: (No late fees)

Students shall be encouraged to return library materials in a timely manner, but no charge shall be

assessed for the late return of materials.

OPTION 1 ENDS HERE

OPTION 2: (Late fees charged)

To encourage students to return materials in a timely manner, a nominal fee shall be charged for the late return of materials.

OPTION 2 ENDS HERE

### Library Instruction

CSBA NOTE: In September 2010, SBE adopted model academic standards for library instruction which address what students should know and be able to do at each grade level or grade span in terms of information literacy skills. The introduction to the standards expresses the intent that the standards be taught collaboratively by the classroom teacher and the teacher librarian within the context of the curriculum. The following optional section reflects the four major categories addressed in the state standards and may be revised to reflect district practice.

SBE has also developed a document identifying examples of where the library instruction standards are aligned with Common Core State Standards. See CDE's website.

Teacher librarians and/or classroom teachers shall provide library instruction to ~~develop~~support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

### Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice. The district may use an assessment tool such as the CDE's, "Looking at the School Library: An Evaluation Tool," or may develop its own program evaluation indicators or checklist.

~~The Superintendent or designee may annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:~~

- ~~1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day~~
- ~~2. The process and frequency by which students are allowed to check out library materials~~

- ~~3. Staffing levels, qualifications, and number of hours worked~~
- ~~4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year~~
- ~~5. Any special programs offered at the school to encourage reading and/or library use~~
- ~~6. The adequacy of the facility space and equipment designated for the school library~~
- ~~7. The source(s) and adequacy of funding for school libraries~~

CSBA NOTE: Education Code 18122 requires districts to annually report to CDE on the condition of district school libraries. This survey is conducted online via CDE's website.

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)

SIERRA COUNTY OFFICE OF EDUCATION  
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