

Galt Joint Union Elementary School District Board of Education

"Building a Bright Future for All Learners"

Regular Meeting

April 17, 2024

6:00 p.m. Closed Session

7:00 p.m. Open Session

Galt City Hall Chamber

380 Civic Drive, Galt, CA 95632

To join the webinar remotely:

<https://galt-k12-ca.zoom.us/j/83377393328>

Or One tap mobile :

+16694449171,,83377393328# US

+16699006833,,83377393328# US (San Jose)

Webinar ID: 833 7739 3328

Or Telephone:

408-638-0968

AGENDA

Anyone may comment publicly on any item within the Board's subject matter jurisdiction to the Galt Joint Union Elementary School District Board of Education. However, the Board may not take action on any item not on this Board meeting agenda except as authorized by Government Code section 54954.2.

- Complete a public comment form indicating the item you want to address and give it to the board meeting assistant.
- Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item.
- Public comments emailed to superintendent@galt.k12.ca.us 24 hours before the board meeting will be posted on the GJUESD website with the agenda. Email public comment is limited to 450 words.
- The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.

Board of Education Meetings are recorded.

A. 6:00 p.m. – Closed Session Location: Galt City Hall Conference Room

B. Announce items to be discussed in Closed Session, Adjourn to Closed Session

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE §54957

C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session

D. Presentations

1. Valley Oaks Music Program

E. Board Meeting Protocol

F. Public Comments for topics not on the agenda

Public comment is limited to three minutes or less, pending Board President's approval.

G. Reports

LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in various learning environments.

1. Summer Programs

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

1. CalSCHLS Healthy Kids Survey Data

OTHER REPORTS

1. School Calendars
2. Williams Uniform Complaint Process (UCP) Quarter 3 Report

H. Routine Matters/New Business

232.487 Consent Calendar

a. Approval of the Agenda

MOTION

At a regular meeting, the Board may act upon an item of business not appearing on the posted agenda if, first, the Board publicly identifies the item, and second, one or more of the following occurs:

- 1) The Board, by a majority vote of the entire Board, decides that an emergency (as defined in Government Code section 54956.5) exists or
- 2) Upon a decision by a two-thirds vote of the Board, or if less than two-thirds of the Board members are present, a unanimous vote of those present, the Board decides that there is a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted; or
- 3) The item was posted on the agenda of a prior meeting of the Board occurring not more than five calendar days before the date of this meeting, and at the preceding meeting, the item was continued to this meeting.

b. Minutes

- March 20, 2024 Regular Board Meeting

c. Payment of Warrants

- Vendor Warrants: 24472653-24472713; 24473389-24473427; 24474047-24474064; 24476723-24476814
- Payroll Warrants: 04/10/24

d. Personnel

- Resignations/Retirements
- Leave of Absence Requests
- New Hires/Reclassifications

e. Donations

f. Fairsite Elementary School Plan for Student Achievement Amendment

g. Tilly Therapy Non-Public, Non-Sectarian School/Agency Services Contract

- | | | |
|----------------|---|--------|
| 232.488 | Consent Calendar (Continued) – Items Removed for Later Consideration | MOTION |
| 232.489 | Board Consideration of Approval of TeamCIVX, LLC, Proposal to Conduct Public Outreach on a Potential 2024 Bond Measure | MOTION |
| 232.490 | Board Consideration of Approval of Resolution No. 16 Accepting Final Completion of Contract for the Valley Oaks Elementary School Classroom Building, S&B James Construction California, Inc. | MOTION |
| 232.491 | Board Consideration of Approval of Job Description for Visual and Performing Arts District Coordinator | MOTION |
| 232.492 | Board Consideration of Approval of the following Board Policies (BP) and Administrative Regulations (AR) <ul style="list-style-type: none"> 1. BP/AR 1250 Visitors/Outsiders 2. BP 1313 Civility 3. BP/AR 3515.2 Disruptions 4. BP/AR 4119.25 Political Activities Of Employees | MOTION |
| 232.493 | Board Consideration of Approval of Superintendent’s Recommendation Regarding Implementing Board Resolution No. 11 (Adopted February 21, 2024), Reduction Or Discontinue Particular Kinds of Services (Certificated) | MOTION |
| 232.494 | Board Consideration of Approval of Superintendent’s Recommendation Regarding Implementing Board Resolution No. 12 (Adopted February 21, 2024) Reduction In Particular Kinds of Services And Abolishment of (Classified) Positions Due To Lack Of Work Or Lack Of Funds (Classified) and Implementing Board Resolution No. 13 (Adopted February 21, 2024) Reduction In Particular Kinds of Service Due To Lack Of Work or Lack Of Funds (Classified) | MOTION |
| 232.495 | Board Consideration of Approval of Memorandum of Understanding Between the Galt Joint Union Elementary School District and the Galt Elementary Faculty Association Regarding Full-Day Kindergarten Early Release Days | MOTION |
| 232.496 | Board Consideration of Approval of Memorandum of Understanding Between the Galt Joint Union Elementary School District and the Galt Elementary Faculty Association Regarding Combination Team Stipend For Middle School Core Teachers | MOTION |
| 232.497 | Board Consideration of Approval of Memorandum of Understanding Between the Galt Joint Union Elementary School District And the Galt Elementary Faculty Association Regarding Special Education Teacher Salary Schedule | MOTION |

I. Public Comments for topics not on the agenda

Public comment is limited to three minutes or less, pending Board President's approval.

J. Pending Agenda Items

1. School Resource Officer (SRO) Report

K. Adjournment

The next regular meeting of the GJUESD Board of Education: May 15, 2024

Board agenda materials are available for review at the address below. Individuals who require disability-related accommodations or modifications, including auxiliary aids and services, to participate in the Board meeting should contact the Superintendent or designee in writing.

Lois Yount, District Superintendent
Galt Joint Union Elementary School District
1018 C Street, Suite 210, Galt, CA 95632
superintendent@galt.k12.ca.us



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: Closed Session
Presenter: Lois Yount	Action Item: Information Item: XX
<p>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay</p> <ul style="list-style-type: none">▪ Employee Agency: (GEFA) Galt Elementary Faculty Association▪ Employee Agency: (CSEA) California School Employee Association▪ Non-Represented Employees <p>2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE §54957</p>	



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: Presentation
Presenter: Lois Yount	Action Item: Information Item: XX

1. Valley Oaks Music Program



Revised December 21, 2023
Galt Joint Union Elementary School District
BOARD MEETING PROTOCOL

SESSION INTRODUCTION

1. The meeting is being recorded.
2. The meeting is open to the public.
3. The meeting is being broadcast live through Zoom teleconference.

PUBLIC COMMENT

1. Public comments are three minutes per agenda item.
2. The Board shall limit the total time for public comment for each agenda item to 20 minutes.
3. With Board consent, the Board President may increase or decrease the time allowed for public comment.
4. To make a public comment in person, complete a public comment form indicating the item you would like to address and give it to the board meeting assistant.

EMAIL PUBLIC COMMENT

1. Public comments emailed to superintendent@galt.k12.ca.us 24 hours before the board meeting will be posted to the GJUESD website with the agenda.
2. Email public comment is limited to 450 words.

BOARD VOTE AND CONNECTIVITY

1. Each motion will be followed by a roll call vote for action items.
2. Should a board member attend the meeting remotely and lose connectivity by teleconference or phone, the meeting will be delayed five minutes.

REGULAR BOARD MEETINGS SHALL BE ADJOURNED BY 10:30 P.M.





Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: Reports
Presenter: Lois Yount	Action Item: Information Item: XX

LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in various learning environments.

1. Summer Programs

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

1. CalSCHLS Healthy Kids Survey Data

OTHER REPORTS

1. School Calendars
2. Williams Uniform Complaint Process (UCP) Quarter 3 Report



LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in a variety of learning environments.

1. Summer Programs

Lois Yount, Superintendent, and Kuljeet Nijjar, Educational Services Director

The District will be offering multiple programs this summer.

- Extended School Year (Special Education) will be held at River Oaks, Marengo Ranch, McCaffrey, and Fairsite. Students have been invited based on their individualized Education Plans.
- Migrant Programs will be held at McCaffrey and Fairsite.
- Expanded Learning Program –
- General Education Summer Session will be held at Marengo Ranch and Valley Oaks. Students are invited based on academic needs.

Dates and Times

- Expanded Learning Program: June 14th – July 24th from 7:30-4:30. No program on June 19th and July 4th.
- All other programs: June 17th – July 12th from 8:00-12:00. No program on June 19th and July 4th.



Summer Programs 2024

Extended School Year/Summer School:

June 17-July 12 (no school June 19 and July 4)

8 am to 12 pm Monday through Friday

Galt Expanded Learning Program (GEL):

June 14-July 24 (no school June 19 and July 4)

7:30 am to 4:30 pm Monday through Friday

Coordinators:

Extended School Year: Gina Fuentes

Summer School: Gerardo Martinez

Galt Expanded Learning: Lori Jones

Food Services: Nick Svoboda

Extended School Year	Summer School/Migrant Program	Galt Expanded Learning (GEL)
<ul style="list-style-type: none"> ★ Fairsite (preschool) ★ River Oaks (Autism Elementary) ★ Marengo (All other Elem programs) ★ McCaffrey (Middle School) 	<ul style="list-style-type: none"> ★ Fairsite (Migrant) ★ Valley Oaks ★ Marengo Ranch ★ McCaffrey (Migrant) 	<ul style="list-style-type: none"> ★ Valley Oaks ★ Marengo Ranch ★ River Oaks ★ McCaffrey ★ Fairsite

Projected Numbers: (estimate)

Extended School Year: 175 eligible/105 confirmed attending

Summer School: 272

Galt Expanded Learning: 326 applications received

Staffing:

Certificated: 30

Classified: TBD (SpEd IAs, Expanded Learning IAs, Yard Supervisors, Food & Nutrition, RBTs, Office Assistant)

Nurse

Speech and Language Therapist





LCAP GOAL 2

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

1. CalSCHLS Healthy Kids Survey Results

Lois Yount, Superintendent

During the month of February, students in grades 5-8, staff and parents were invited to take the California School Climate, Health and Learning Surveys (CalSCHLS).

Number of Participants:

	2021	2022	2023	2024
Grades 5-6	187	392	459	541 = 70%
Grades 7-8	566	477	492	799 = 96%
Staff	315	145	286	246 = 44%
Parents	862	402	485	252 = 10%

STUDENTS GRADE 5 - Reporting "Yes, most or all of the time"

Goal = 80%

	2023	2024
Students feel connected to school	73	70
Students are academically motivated	86	82
Caring adults in school	69	69
High expectations from adults	85	84
Facilities upkeep	73	76
Social and emotional learning supports	73	75
Anti Bullying climate	74	74
Feel safe at school	81	74
Students treated with respect	82	83

LCAP GOAL 2
 Districtwide CalSCHLS Healthy Kids Survey Results

STUDENTS GRADE 6 - Reporting “Yes, most or all of the time”

Goal = 80%

	2023	2024
Students feel connected to school	67	69
Students are academically motivated	80	83
Caring adults in school	68	68
High expectations from adults	83	85
Facilities upkeep	74	81
Social and emotional learning supports	73	73
Anti Bullying climate	73	69
Feel safe at school	68	76
Students treated with respect	81	79

STUDENTS GRADE 7 - Reporting “Yes, most or all of the time”

Goal = 80%

	2023	2024
Students feel connected to school	51	43
Students are academically motivated	61	55
Caring adults in school	53	56
High expectations from adults	65	65
Facilities upkeep	45	42
School is perceived as very safe or safe	44*	48

LCAP GOAL 2
 Districtwide CalSCHLS Healthy Kids Survey Results

STUDENTS GRADE 8 - Reporting "Yes, most or all of the time"

Goal = 80%

	2023	2024
Students feel connected to school	52	43
Students are academically motivated	62	58
Caring adults in school	59	56
High expectations from adults	69	62
Facilities upkeep	43	41
School perceived as very safe or safe	60*	51

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	38	45
Supportive student learning environment	37	41
School is a safe place for my child	38	44
School has adults who really care about students	42	47
Communication with parents about school	47	50
School treats all students with respect	44	50
Facilities upkeep	40	44
Teachers responsive to child's social/emotional needs - *Agree or Strongly Agree	81*	82*

LCAP GOAL 2
 Districtwide CalSCHLS Healthy Kids Survey Results

STAFF - Reporting "Strongly agree"
Goal = 50%

	2023	2024
Caring adult relationships	47	50
High expectations from adults	52	60
Supportive learning environment	47	50
Anti Bullying climate	40	44
Support for social emotional learning	41	45
Facilities upkeep	43	40
Supportive staff working environment	38	43
School is a safe place for staff	42	51
Students are motivated to complete work	25	24



FAIRSITE ELEMENTARY

Participants: 2023 =34 | 2024 = 18

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	63	75
Supportive student learning environment	73	58
School is a safe place for my child	82	69
School has adults who really care about students	79	63
Communication with parents about school	70	65
School treats all students with respect	82	80
Facilities upkeep	54	56
Teachers responsive to child's social/emotional needs - *Agree or Strongly Agree	92	81

Participants: 2023 = 31 | 2024 = 36

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	45	38
High expectations from adults	48	48
Supportive learning environment	45	30
Anti Bullying climate	57	27
Support for social emotional learning	52	33
Facilities upkeep	5	13
Supportive staff working environment	20	21
School is a safe place for staff	32	25
Students are motivated to complete work	47	25



GREER ELEMENTARY

Participants: 2023 = 58 | 2024 = 72

STUDENTS GRADE 5 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	66	70
Students are academically motivated	76	83
Caring adults in school	52	67
High expectations from adults	78	86
Facilities upkeep	74	68
Social and emotional learning supports	64	70
Anti Bullying climate	66	74
Feel safe at school	67	72
Students treated with respect	82	82

Participants: 2023 = 55 | 2024 = 38

STUDENTS GRADE 6 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	55	65
Students are academically motivated	72	82
Caring adults in school	57	60
High expectations from adults	76	77
Facilities upkeep	53	75
Social and emotional learning supports	59	63
Anti Bullying climate	63	66
Feel safe at school	53	69
Students treated with respect	73	68

Participants: 2023 = 58 | 2024 = 24

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	38	27
Supportive student learning environment	34	22
School is a safe place for my child	33	32
School has adults who really care about students	41	32
Communication with parents about school <i>*Agree or Strongly Agree, Goal 80%</i>	50*	26*
School treats all students with respect	39	23
Facilities upkeep	37	23
Teachers responsive to child's social/emotional needs - <i>*Agree or Strongly Agree, Goal 80%</i>	89	71*

Participants: 2023 = 37 | 2024 = 32

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	45	58
High expectations from adults	45	68
Supportive learning environment	48	45
Anti Bullying climate	39	45
Support for social emotional learning	38	36
Facilities upkeep	41	46
Supportive staff working environment	48	39
School is a safe place for staff	38	43
Students are motivated to complete work	13	11



LAKE CANYON ELEMENTARY

Participants: 2023 = 40 | 2024 = 51

STUDENTS GRADE 5 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	86	62
Students are academically motivated	93	74
Caring adults in school	83	64
High expectations from adults	91	77
Facilities upkeep	80	77
Social and emotional learning supports	82	67
Anti Bullying climate	80	66
Feel safe at school	93	67
Students treated with respect	88	74

Participants: 2023 = 52 | 2024 = 44

STUDENTS GRADE 6 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	89	77
Students are academically motivated	85	84
Caring adults in school	88	76
High expectations from adults	94	92
Facilities upkeep	96	80
Social and emotional learning supports	89	83
Anti Bullying climate	88	75
Feel safe at school	90	81
Students treated with respect	98	91

Participants: 2023 = 99 | 2024 = 39

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	47	53
Supportive student learning environment	41	44
School is a safe place for my child	43	45
School has adults who really care about students	50	53
Communication with parents about school	54	55*
School treats all students with respect	51	54
Facilities upkeep	46	39
Teachers responsive to child's social/emotional needs - *Agree or Strongly Agree	90	73*

Participants: 2023 = 41 | 2024 = 29

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	61	67
High expectations from adults	67	74
Supportive learning environment	65	69
Anti Bullying climate	55	57
Support for social emotional learning	61	58
Facilities upkeep	67	50
Supportive staff working environment	54	63
School is a safe place for staff	61	69
Students are motivated to complete work	31	29



MARENGO RANCH ELEMENTARY

Participants: 2023 = 44 | 2024 = 62

STUDENTS GRADE 5 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	76	76
Students are academically motivated	91	83
Caring adults in school	77	73
High expectations from adults	89	86
Facilities upkeep	86	79
Social and emotional learning supports	76	79
Anti Bullying climate	80	76
Feel safe at school	84	75
Students treated with respect	82	80

Participants: 2023 = 53 | 2024 = 73

STUDENTS GRADE 6 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	61	67
Students are academically motivated	83	82
Caring adults in school	57	60
High expectations from adults	75	80
Facilities upkeep	75	91
Social and emotional learning supports	62	59
Anti Bullying climate	65	65
Feel safe at school	56	70
Students treated with respect	81	71

Participants: 2023 = 67 | 2024 = 30

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	42	44
Supportive student learning environment	38	50
School is a safe place for my child	44	54
School has adults who really care about students	42	50
Communication with parents about school <i>*Agree or Strongly Agree, Goal 80%</i>	45*	54*
School treats all students with respect	47	54
Facilities upkeep	54	54
Teachers responsive to child's social/emotional needs - <i>*Agree or Strongly Agree, Goal 80%</i>	71*	67*

Participants: 2023 = 33 | 2024 = 35

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	68	62
High expectations from adults	72	66
Supportive learning environment	62	58
Anti Bullying climate	59	58
Support for social emotional learning	61	55
Facilities upkeep	74	53
Supportive staff working environment	70	58
School is a safe place for staff	71	63
Students are motivated to complete work	38	34



RIVER OAKS ELEMENTARY

Participants: 2023 = 66 | 2024 = 37

STUDENTS GRADE 5 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	72	71
Students are academically motivated	84	83
Caring adults in school	69	72
High expectations from adults	85	87
Facilities upkeep	64	80
Social and emotional learning supports	71	79
Anti Bullying climate	72	79
Feel safe at school	86	81
Students treated with respect	80	88

Participants: 2023 = 46 | 2024 = 63

STUDENTS GRADE 6 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	66	72
Students are academically motivated	83	84
Caring adults in school	69	74
High expectations from adults	84	87
Facilities upkeep	82	79
Social and emotional learning supports	71	86
Anti Bullying climate	71	70
Feel safe at school	73	86
Students treated with respect	77	89

Participants: 2023 = 70 | 2024 = 59

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	39	47
Supportive student learning environment	36	43
School is a safe place for my child	38	47
School has adults who really care about students	45	53
Communication with parents about school	51*	53*
School treats all students with respect	42	58
Facilities upkeep	41	47
Teachers responsive to child's social/emotional needs - *Agree or Strongly Agree	70*	53*

Participants: 2023 = 47 | 2024 = 39

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	51	77
High expectations from adults	58	80
Supportive learning environment	51	73
Anti Bullying climate	38	57
Support for social emotional learning	41	68
Facilities upkeep	58	51
Supportive staff working environment	41	66
School is a safe place for staff	46	77
Students are motivated to complete work	31	36



VALLEY OAKS ELEMENTARY

Participants: 2023 = 30 | 2024 = 56

STUDENTS GRADE 5 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	64	69
Students are academically motivated	87	88
Caring adults in school	62	71
High expectations from adults	82	84
Facilities upkeep	63	81
Social and emotional learning supports	73	81
Anti Bullying climate	70	77
Feel safe at school	67	78
Students treated with respect	75	92

Participants: 2023 = 83 | 2024 = 45

STUDENTS GRADE 6 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	62	61
Students are academically motivated	76	82
Caring adults in school	65	68
High expectations from adults	84	91
Facilities upkeep	57	70
Social and emotional learning supports	75	75
Anti Bullying climate	73	70
Feel safe at school	62	69
Students treated with respect	75	74

Participants: 2023 = 61 | 2024 = 32

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	55	50
Supportive student learning environment	48	45
School is a safe place for my child	47	44
School has adults who really care about students	49	56
Communication with parents about school	58*	59*
School treats all students with respect	51	42
Facilities upkeep	44	48
Teachers responsive to child's social/emotional needs - *Agree or Strongly Agree	73*	64*

Participants: 2023 = 40 | 2024 = 30

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	32	31
High expectations from adults	32	36
Supportive learning environment	36	30
Anti Bullying climate	23	28
Support for social emotional learning	23	22
Facilities upkeep	9	14
Supportive staff working environment	15	19
School is a safe place for staff	18	29
Students are motivated to complete work	18	12



McCAFFREY MIDDLE SCHOOL

Participants: 2023 = 246 | 2024 = 433

STUDENTS GRADE 7 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	51	43
Students are academically motivated	61	55
Caring adults in school	53	56
High expectations from adults	65	65
Facilities upkeep	45	42
School perceived as very safe or safe	44*	48

Participants: 2023 = 246 | 2024 = 366

STUDENTS GRADE 8 - Reporting "Yes, most or all of the time."

Goal = 80%

	2023	2024
Students feel connected to school	52	43
Students are academically motivated	62	58
Caring adults in school	59	56
High expectations from adults	69	62
Facilities upkeep	43	41
School perceived as very safe or safe	60*	51

Participants: 2023 = 96 | 2024 = 50

PARENTS - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Parents feel welcome to participate	5	34
Supportive student learning environment	13	31
School is a safe place for my child	6	32
School has adults who really care about students	11	28
Communication with parents about school <i>*Agree or Strongly Agree, Goal 80%</i>	22	41*
School treats all students with respect	19	44
Facilities upkeep	14	42
Teachers responsive to child's social/emotional needs <i>- *Agree or Strongly Agree, Goal 80%</i>	45	72

Participants: 2023 = 57 | 2024 = 45

STAFF - Reporting "Strongly agree"

Goal = 50%

	2023	2024
Caring adult relationships	34	45
High expectations from adults	46	46
Supportive learning environment	30	38
Anti Bullying climate	24	34
Support for social emotional learning	27	34
Facilities upkeep	35	46
Supportive staff working environment	20	32
School is a safe place for staff	31	46
Students are motivated to complete work	11	17



OTHER REPORTS

OTHER REPORTS

- 1. School Calendars**
School Principals/Assistant Principals
- 2. Williams Uniform Complaint Process (UCP) Quarter 3 Report**
Lois Yount, Superintendent

2024

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
			1 NUTRITION CLASS FOR PARENTS	2 FT TO LIBRARY	3 PAC MEETING SAFETY DRILL	4
5	6 PLAYGROUP SPIRIT WEEK	7 PLAYGROUP ALL TK FT	8 NUTRITION CLASS FOR PARENTS	9	10 OPEN HOUSE 8:00-8:30 & 11:30-12:00	11
12	13 PLAYGROUP	14 PLAYGROUP DLI PD	15 NUTRITION CLASS FOR PARENTS BOARD MEETING	16 TEACHING PYRAMID PD	17	18
19	20 PLAYGROUP	21 PLAYGROUP	22 NUTRITION CLASS FOR PARENTS	23	24	25
26	27 MEMORIAL DAY	28 PLAYGROUP	29 NUTRITION CLASS FOR PARENTS	30	31 LAST DAY OF PS COLOR RUN & PICNIC DAY	

FAIRSITE
ELEMENTARY AND
EARLY LEARNING
CENTER

902 CAROLINE ST.
GALT, CA 95632
(209) 745-2506




LAURA MARQUEZ
PRINCIPAL

Vernon E. Greer Elementary











May 2024

Notes	Monday	Tuesday	Wednesday	Thursday	Friday
<u>National Days 2023</u>			1 Choir 1:00-2:00 Girls Basketball practice 2:30-4:00	2 3:00 GPE Meeting Talent Show Dress Rehearsal	3 ☒ Recognition Sign-ups Talent Show Girls Basketball game @Lake Canyon(away)
	6 Girls Basketball game vs. River Oaks (home)	7 1:00 Mary Reed Meeting 2:45-4:00 Learning Event Mary Reed	8 8:00-1:00 LS Team Meetings Choir 1:00-2:00 5th Grade to B Street Theater	9 KONA ICE 3:30 DAC Meeting 5:00 DELAC Meeting Girls Basketball practice 2:30-4:00 6th Grade MMS Shadow Day	10 MAP Window Closed
	13 2nd & 3rd ATMs 8:00-11:00 Second Grade 11:40-2:40 Third Grade	14 First grade field trip to Railroad Museum	15 May, Jun, July Staff Bdays Potluck 3:00 Special Education ATM Choir 1:00-2:00 7:00 Board Meeting	16 Kinder and 1st ATMs 8:00-11:00 First Grade 11:40-2:40 Kindergarten GEFA Girls Basketball practice 2:30-4:00	17 3-6 CAASPP & CAA Window Closes 5th Physical Fitness Closed Character Counts Seagraves 1:10 Siewert 1:50 Girls Basketball game vs. Valley Oaks (home)
Return Chromebooks	20 Translations for Growth & Achievement Open	21 3:00 Attendance Team Meeting	22 Picnic On the Green Open House Blake Brandes Mental Health Awareness Presentation 12:15-1:00pm Growth Mindset Assembly K-3 8:15-8:45am 4-6 9:00-9:45am	23 8:00 Evacuation Drill	24 IA and BIA Last Day K-6 DRA Window Closed
Talent Show	27 No School Legal Holiday	28 ☒ GE Pacing Log, 2023 Senior Walk Translations for Growth & Achievement DUE Last Week of ELD Rotations AR Reports Lexia Reports All Data Sheets Due Book Fair	29 5th Wednesday Book Fair	30 PM MMS Recognition Book Fair	31 SARB Meeting Book Fair

Lake Canyon Board Calendar

May 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Leadership Committee 2:40	2 House Rally 1:55 Acceleration Blocks 2:45 <i>Kinder Dismissal 1:00</i>	3 Intruder Drill 11:00 Girls BBall Game vs. Greer 3:00 at Lake Canyon	4 
TESTING WINDOW OPEN: MAP Testing - Reading & Math - Grades 1 - 2 ▪ SBAC Testing- ELA & Math - Grades 3 - 6						
5	6 ELAC Meeting 8:05 - BFLC Acceleration Blocks 2:45	7 Acceleration Blocks 2:45	8	9 Acceleration Blocks 2:45	10 Girls Basketball Game LC vs. Valley Oaks 3:00 at Valley Oaks	11 
TEACHER STAFF APPRECIATION WEEK						
TESTING WINDOW OPEN: MAP Testing - Reading & Math - Grades 1 - 2 ▪ SBAC Testing- ELA & Math - Grades 3 - 6						
12 	13 Staff Meeting 2:45	14 Acceleration Blocks 2:45 Kinder Performance 6:00 Multi	15 GJUESD Board Meeting - 7PM	16 All School Assembly 1:55 Acceleration Blocks 2:45	17 BFLA to Sac Underground Girls BBall Game vs. MRE 3:00 at Lake Canyon <i>Kinder Dismissal 1:00</i>	18 
TESTING WINDOW OPEN: SBAC Testing- ELA & Math - Grades 3 - 6						
19	20 5th Grade to The Rink 	21 4th Grade to Sutter's Fort Acceleration Blocks 2:45	22 Kinder to Sac Zoo 	23 3rd Grade to UC Davis AVID Spring Site Visit Acceleration Blocks 2:45	24 Outdoor Volunteer Day	25
26	27  MEMORIAL DAY NO SCHOOL	28  Senior Walk 6th grade to Sly Park Acceleration Blocks 2:45	29 5th Wednesday	30 3rd Grade to King's Skate Acceleration Blocks 2:45	31 Fire Drill 1:10 6th Grade Returns from Sly Park Kona Ice 	



May 2024

McCaffrey Middle School



Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sports: Softball Season - March 4—April 30th			1 Renaissance Carnival ELAC Meeting	2	3	4
5	6 Club Live - Library During Lunches	7 MTSS Meeting Environmental Club	8	9 Kona Ice Open House Spring Concert AVID Showcase Night	10 EAOP During 2nd & 3rd periods	11
12	13 Club Live - Library During Lunches	14	15 Board Meeting @ 7pm	16 EAOP During 5th & 6th periods	17	18
19	20 Club Live - Library During Lunches	21	22 Environmental Club to CRP	23 EAOP to UC Davis	24 Band & Choir to Six Flags	25
26	27 No School 	28	29	30 8th-Grade Awards Night 6 - 7:30	31 8th-Grade Promotion Dance 5:30 - 7:30	
SBAC Window - April 15 - May 17th CA Physical Fitness Testing - Feb 5 - May 17th						





May 2024

Board Calendar

May Field Trips

05/02 4th Grade to Coloma

05/16 4th Grade to SAC State

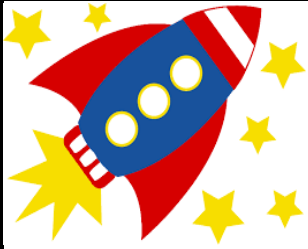
05/24 Kinder to SACTO Zoo

05/31 GATE to Cosumnes River Preserve

6th grade to Galt Pool

MAP & SBAC testing continues

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Lock down Drill COLLEGE DAY	2 KONA ICE PTKC Meeting 2:45pm	3 KINDER 1pm dismissal Star Wars/ Disney Day	4
5	6 Admin Walk-throughs	7 RSP Meeting	8 Picnic on the Grounds/Open House 11:40am —Staff Appreciation Week— COLLEGE DAY	9	10 MAP closes	11
12	13 SSC Meeting 2:45pm	14	15 Board Meeting COLLEGE DAY	16	17 KINDER 1pm dismissal SBAC closes	18
19	20	21 Learning Event MTSS Attendance Meeting	22 Kinder Screening 12:30 COLLEGE DAY	23 Evacuation Drill	24 DRA closes	25
26	27	28 Senior Walk	29 5th Wednesday COLLEGE DAY	30 KONA ICE	31	



River Oaks Elementary May 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 Girl's Basketball Game @ VO 3pm	4
				PTA Mtg. 3pm		
5	6 Girl's Basketball Game @ Greer 3pm	7	8	9 1st Grade to Aerospace Museum	10 Kinder Muffins With Mother's 2nd Fieldtrip to Sac Zoo Girl's Basketball Game @ MRE 3pm	11
Teacher Appreciation Week						
12 <i>Mother's Day</i>	13 ELAC Meeting 8:30	14	15 Board Meeting 7pm	16	17	18
6th Grade at Sly Park						
19	20	21	22 Picnic on the Green 12:15 Open House 1:00 pm Talent Show Tryouts 1pm	23 KONA ICE	24	25
26	27 <i>Memorial Day No School</i>	28 <i>Seniors Visit RO 8am</i>	29	30 <i>2nd Grade Field Trip To the ZOO</i> Band/Choir Concert 5:30 pm	31	



Valley Oaks Elementary May 2024



David Nelson

Principal

Leah Wheeler

Assistant
Principal

**Valley Oaks
Elementary
School**

21 C Street

Galt, CA 95632

Phone: (209) 745-1564



Fax: (209) 744-4565

District Office

1018 C Street, Suite 210

Galt, CA 95632

Phone: (209) 744-4545

Monday	Tuesday	Wednesday	Thursday	Friday
<p style="text-align: center;"><u>Testing Window Open:</u></p> <p style="text-align: center;">CAA ELA/Math 3rd-8th April 15 – May 17, 2024 SBAC April 15 – May 17, 2024 MAP Window Open April 22 –</p>		1.	2.	3.
			Open House/Día del Niño (Children’s Day) 5:30 - 7:15pm	1pm Kinder Dismissal 3pm 4th/5th Girls Basketball game RO @ VO
6.	7.	8.	9.	10.
BOOK FAIR				
				Basketball game LC @ VO
13.	14.	15.	16.	17.
3pm 4th/5th Girls Basketball game MR @ VO		7pm GJUESD Board Meeting	2pm Kona Ice	1pm Kinder Dismissal 3pm 4th/5th Girls Basketball game VO @ Greer
20.	21.	22.	23.	24.
			6pm VO Spring Concert 	1pm Kinder Dismissal 3pm 4th/5th Boys Basketball game VO @ LC
27.	28.	29.	30.	31.
No School Memorial Day	SENIOR WALK			100% AR 3rd Tri. Celebration 8:15am Friday Sing 

Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). **All fields are required.**

SUBMITTER INFORMATION

Name

Person submitting form

Job Title

Phone Number

Include area code

E-mail Address

DISTRICT INFORMATION

School District

Year Covered by This Report

Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

Total Number of Textbook Complaints Enter 0 if none.	
Number of Textbook Complaints <u>Resolved</u> Enter 0 if none.	
Number of Textbook Complaints <u>Unresolved</u> Enter 0 if none.	

Emergency School Facilities Issues

Total Number of Emergency Facilities Complaints Enter 0 if none.	
Number of Emergency Facilities Complaints <u>Resolved</u> Enter 0 if none.	
Number of Emergency Facilities Complaints <u>Unresolved</u> Enter 0 if none.	

Vacancy or Misassignment of Teachers

Total Number of Vacancy/Misassignment Complaints Enter 0 if none.	
Number of Vacancy/Misassignment Complaints <u>Resolved</u> Enter 0 if none.	
Number of Vacancy/Misassignment Complaints <u>Unresolved</u> Enter 0 if none.	

RESOLUTION OF COMPLAINTS

Briefly summarize the nature of complaints and how they were resolved.

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:

Includes All UCP Complaints

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Erika Franzon at the Sacramento County Office of Education (SCOE): efranzon@scoe.net.



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.487 Board Consideration of Approval of Consent Calendar
Presenter: Lois Yount	Action Item: XX Information Item:
<ul style="list-style-type: none"> a. Approval of the Agenda b. Minutes <ul style="list-style-type: none"> ▪ March 20, 2024 Regular Board Meeting c. Payment of Warrants <ul style="list-style-type: none"> ▪ Vendor Warrants: 24472653-24472713; 24473389-24473427; 24474047-24474064; 24476723-24476814 ▪ Payroll Warrants: 04/10/24 d. Personnel <ul style="list-style-type: none"> ▪ Resignations/Retirements ▪ Leave of Absence Requests ▪ New Hires/Reclassifications e. Donations f. Fairsite Elementary School Plan for Student Achievement Amendment g. Tilly Therapy Non-Public, Non-Sectarian School/Agency Services Contract 	

Galt Joint Union Elementary School District Board of Education Minutes

**Regular Meeting
March 20, 2024**

**Galt City Hall Chamber
380 Civic Drive, Galt, CA 95632**

**Zoom Webinar ID:
86407492532**

Board Members

Traci Skinner
Casey Raboy
Katherine Harper
Annette Kunze
Wesley Cagle-absent

Lois Yount
Claudia Del Toro-Anguiano
Kuljeet Nijjar
Alejandra Garibay

Administrators Present

Stephanie Simonich
Elaine Trull
David Nelson
Laura Papineau
Laura Marquez (Zoom participant)

- A. 6:00 p.m. – Closed Session Location:** Galt City Hall Conference Room
Present for closed session: Traci Skinner, Casey Raboy, Katherine Harper, Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay
- B. Traci Skinner called the Closed Session to order at 6:05 p.m. to discuss the following items:**
1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees
- C. Closed Session adjourned at 6:52 p.m.,** Open session began at 7:00 p.m., followed by the flag salute. Traci Skinner announced no action was taken in closed session.
- D.** Lois Yount shared the **Board Meeting Protocol.**
- E. Public Comments for topics not on the agenda**
- Gayleen Gomez and Kristin Szyper addressed the Board regarding GEFA negotiations.
 - Ryan Montgomery addressed the Board regarding McCaffrey Middle School safety.
- F. Reports**

LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in various learning environments.

1. **District Reading Assessments (DRA)**

Claudia Del Toro Anguiano, Curriculum Director, reported. She reviewed the complexity of learning how to read and the enormous amount of collaboration, planning, academic conferences, etc., that takes place to help children learn to read. She indicated the results assist with the identification of specific reading skills mastered as well as reading skills that may require

additional analysis.

Ms. Del Toro-Anguiano noted a correction to the Lake Canyon first-grade results that also affected the district-wide progress results included in the Board packet.

Ms. Del Toro-Anguiano shared the percentage of students in grades K-3 who met/exceeded all end of second-trimester reading benchmarks. She also shared the percentage of students (cohorts) who met/exceeded all end of the trimester reading benchmarks in the spring of 2023, the current winter 2024 progress, and the projected 2024 spring target. The LCAP Goal 1 is to increase DRA results by 10% annually. (spring to spring for Grades 1-3) (fall to spring for Kindergarten)

2. Measures of Academic Progress (MAP)

Claudia Del Toro-Anguiano reported. She said the MAP Growth assessment is administered to all Grades 1 - 8 students in reading and mathematics. The results are used to measure both achievement and growth. These results provide staff with actionable data to help target instruction and provide appropriate intervention. The results are reviewed for individual students and student groups. Ms. Del Toro-Anguiano said the data reflects the percentage of students who reached the target of scoring at/above the 60th percentile. Students who achieve the target percentile have a greater probability of meeting/exceeding the expected achievement levels on state assessments. The LCAP Goal 1 is to increase MAP results by 5% each year (winter to winter).

Ms. Del Toro-Anguiano said the District is progressing in math and catching up in reading.

3. Acceleration Blocks [small-group, targeted instruction focused on a specific skill(s)]

Claudia Del Toro-Anguiano reported. She indicated Acceleration Blocks provide targeted support to students at all schools. Students receive small-group instruction focused on a specific skill through an eight-session rotation. The sessions run twice a week for an hour after school. Ms. Del Toro-Anguiano said most children made growth, but they may not have met the 5 percent target. She shared the number of participating students per school site and the percentage of students that met the target.

School Administrators highlighted learning trends and observations they saw at their schools.

Ms. Del Toro-Anguiano said there is so much that teachers, parents, and students do that is not reflected in the data.

Annette Kunze, Board Member, said that she appreciates the holistic view of the data.

Traci Skinner, Board President, said she appreciates the small group, focused instruction.

Lois Yount thanked Claudia Del Toro-Anguiano, teachers, classified staff and administrators. She said the Healthy Kids survey data will be presented at the regular Board meeting on April 17, 2024.

4. Children and Youth Behavioral Health Initiative (CYBHI) Evidence-based Practices and Community-Defined Evidence Practices Grant Program

Kuljeet Nijjar, Educational Services Director, reported. She indicated Governor Newsom announced a Master Plan for Kids Mental Health on August 18, 2022. The plan includes:

- 4.7B so every Californian aged 0-25 has greater access to mental health and substance use support
- Whole Child, “All of the Above” Approach
- Multi-year, fundamental overhaul to invest in and build needed system infrastructure
- CYBHI, at its core

Ms. Nijjar said it is officially called the Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices Grant Award. It promotes mental and emotional behavioral health and well-being. She noted that many mini-grants are awarded to build capacity under this partnership. The District has been awarded some of these mini-grants in the past or is currently receiving one. The new statewide fee schedule for school-linked behavioral health services reimbursement from Medi-Cal has been expanded to include commercial health plans. Essentially, this will allow the District counselors and social workers to bill private insurance for services they provide at school.

Ms. Nijjar said the District has participated in the Cal Hope Student Services program at Greer Elementary for the last two years. This program trains Greer staff to develop and understand social-emotional competencies. The staff worked with the Sacramento County Office of Education for training, mentoring, and coaching.

The new mini-grant, Evidence-Based Practices and Community-Defined Evidence Practices Grant, provides trauma-informed care training to educators, school personnel and childcare providers. The District is awarded \$748,336 over two years. The grant aims to embed trauma-informed practices and approaches across the District, with all staff interacting with students. This training would encompass teachers, counselors, social workers, office staff, kitchen staff, and transportation staff. When applying for the grant, the District selected the integrated option to build in-house capacity to strengthen the Multi-Tiered System of Support so that students needing a higher level of care can get it through community resources. Some strategies include building infrastructure. This includes Wellness Coaches trained in trauma-informed practices and teaching others. One of the tools or strategies is developing calming corners. These are embedded into classrooms to provide opportunities for students who may need to take time for self-regulation.

Ms. Nijjar said that school District metrics include:

- Consolidation of Trauma-Informed Practices
- Reduction in Absenteeism
- Reduction in Expulsions and Suspensions
- Reduction in Classroom Behavioral Referrals and Use of Calming Corners
- Successful Restorative Justice Events
- Increased Staff Job Satisfaction with Trauma-Informed Practices
- Increase Staff Wellness

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

1. Community Bond Measure Survey

Richard Bernard, Partner, FM3 Research, reported from January 9-21, 2024, FM3 Research conducted an online and telephone survey of 500 voters in the Galt Joint Union High School District likely to vote in November 2024, including 400 in the Galt Joint Union Elementary School District and 56 in the Arcohe Union School District. The survey was available in English and

Spanish. All three proposed measures tested in the survey require 55% voter support to succeed on the ballot; the survey findings indicate that:

- 58% of voters in the Galt Joint Union High School District are willing to support a potential 42 million dollar bond measure (+/-4.9% margin of error at the 95% confidence interval);
- 62% of voters in the Galt Joint Union Elementary School District are willing to support a potential 27 million dollar bond measure (+/-4.9% margin of error at the 95% confidence interval), and
- 51% of Arcohe Union Elementary School District voters are willing to support a 5.8 million dollar bond measure (+/-13% margin of error at the 95% confidence interval).

Mr. Bernard reported two-thirds of voters see a need for additional funding for GJUESD. He emphasized that a bond measure requires a 55% threshold for passage, and the ballot language has a 75 word limit. He indicated the priority is to reflect voter priorities in the language. Mr. Bernard shared the following elements of the measure:

- A high-quality education, clean and safe classrooms, safe drinking water, and retaining teachers are top priorities for voters
- Preventing gang violence and removing asbestos is highly important
- Messages focused on career education, preventing school shootings and basic repairs resonate the most
- Accountability, retaining teachers and preventing gangs are also strong messages
- The message on a community gathering space tests the weakest
- Support for the elementary school measure fluctuates with messaging and remains above 55%

In conclusion, Mr. Bernard reported:

- The proposed GJUESD measure appears viable for the November 2024 ballot.
- The proposed measure consistently receives support from three in five voters, above the 55% threshold.
- Voters prioritize a high-quality education, safe and clean classrooms, safe drinking water, and the retention and attraction of quality teachers.
- Messages focused on career pathways, preventing school shootings, and repairing old schools are the most convincing.
- The survey results indicate that the measure has a path to success on the ballot if accompanied by public education informing voters of the measure's goals.

Traci Skinner asked clarifying questions related to past and potential voter turnout at the November 2024 election.

Annette Kunze commented on the importance of integrity in messaging a general obligation bond.

Lois Yount described the accountability process from the 2016 bond measure. She indicated a lot of transparency throughout the process, including an oversight committee. Ms. Yount said the District schools are in great shape after the 2016 bond measure investment and additional facilities funds that the District applied for. However, the last Facilities Master Plan indicates a greater need.

Ms. Yount said if the Board provides direction to move forward, she will bring a contract for a marketing firm to the April meeting for action. She said the District is collaborating with Lori

Raineri, Chief Executive Officer Government Financial Services Joint Powers Authority to provide guidance. The approximate cost of pursuing a bond is \$40,000 plus marketing costs.

Lori Raineri addressed the Board. She said the GJUESD interests are paramount. A marketing firm can provide expertise in community engagement. Ms. Raineri said the GJUESD has more needs that can be funded from a local bond. There is a strategy for financing locally and determining what might be supported by the state. What has to be the priority? What is feasible? She indicated the Board is voting on a facility plan, not just a measure. She reflected on the successful 2016 bond measure process.

OTHER REPORTS

1. **School Calendars**

School administrators shared an event from their March 2024 calendars.

G. Routine Matters/New Business

232.478 Lois Yount recognized Tammy Trinnaman’s retirement, donations,

**Consent
Calendar**

Annette Kunze made a motion to approve the Consent Calendar, seconded by Casey Raboy. The motion carried by 4 Ayes.

- a. Approval of the Agenda
- b. Minutes
 - February 21, 2024 Regular Board Meeting
- c. Payment of Warrants
 - Vendor Warrants: 24466327-24466340; 24466960-24467005; 24467961-24468013; 24469537-24469597; 24471087-24471138
 - Payroll Warrants: 2/16/24, 2/29/24, 3/8/24
- d. Personnel

Resignations/Retirees			
Name	Position	Effective Date	Site
Trinnaman, Tammy (Retirement, 24 years)	Teacher	6/7/24	Lake Canyon

Leave of Absence Requests			
Name	Position	Effective Date	Site
Avila, Cynthia	Instructional Assistant	2/8/24	Fairsite
Celli, Sherri	Instructional Assistant	1/18/24	Vernon E. Greer
Frey, Debra	Instructional Assistant	4/24/24	Lake Canyon
Ibanez, Sofia	Bilingual Instructional Assistant	2/20/24	Valley Oaks
Margiott, Pamela	Teacher	3/5/24	River Oaks
Parra Fregoso, Minerva	Bilingual Instructional Assistant	2/22/24	Fairsite
Puentes, Janeya	Teacher	2/23/24	Fairsite

Torres, Maria	Yard Supervisor	2/20/24	Valley Oaks
Wilson, Melissa	Teacher	3/12/24	Vernon E. Greer

New Hires/Reclassifications/Status Changes		
Name	Position	Site
Abujen, Josephine	Classified Substitute	N/A
Cates, Lea	Certificated Substitute	N/A
Contreras Arias, Stephanie	Classified Substitute	N/A
Corona, Jamie	Classified Substitute	N/A
Crandell, Alayna	Teacher	Vernon E. Greer
Declusin, Makena	Short Term Instructional Assistant, Special Education	N/A
Gomez, Katie	Classified Substitute	N/A
Lopez Macias, Guadalupe	Instructional Assistant, Special Education	Fairsite
Lozano, Richard	Certificated Substitute	N/A
Mendez, Xavier	Classified Substitute	N/A
Ocegueda, Alexander	Yard Supervisor	Lake Canyon
Ortiz, Ester	Classified Substitute	N/A
Ramirez, Yoselin	Classified Substitute	N/A
Reuthinger, Shelby	Classified Substitute	N/A
Teixeira, Kandy	Classified Substitute	N/A
Torres Camacho, Joshelyn	Short Term Bilingual Instructional Assistant	Fairsite

Job Share			
Name	Position	Grade	Term
Danielle Ketner (50%) Jamie Lacayo (50%)	Teachers	Grade 2	2024-2025 Lake Canyon
Holly Rose-Dorward (50%) Alayna Crandell (50%)	Teachers	Grade 3	2024-2025 Vernon E. Greer

- e. Donations
- f. Catapult Emergency Management System Quote/Contract
- g. Aya Healthcare Master Contract for Non Public Schools and Agencies

232.479 Consent Calendar (Continued) – Items Removed for Later Consideration
No items were removed.

**CC Items
Removed**

232.480	Katherine Harper made a motion to approve the Second Interim Budget Report For Fiscal Year 2023-24, seconded by Traci Skinner. A vote of 4 Ayes carried the motion.	2nd Interim Budget
232.481	Annette Kunze made a motion to approve the GJUESD 2023-24 Transportation Plan, seconded by Casey Raboy. A vote of 4 Ayes carried the motion.	Trans Plan
232.482	Traci Skinner made a motion to approve Resolution No. 15, Calling the Presidential General Election [Galt Joint Union Elementary School District Request to Consolidate the Regularly Scheduled Presidential Election on November 5, 2024, and Nomination of Candidates for the Governing Body], seconded by Casey Raboy. A vote of 4 Ayes carried the motion.	Res 15 Calling Election
232.483	<p>Katherine Harper made a motion to approve the Tentative Agreement Between the California School Employees Association and its Galt Chapter #362 (CSEA) and the Galt Joint Union Elementary School District Regarding:</p> <ul style="list-style-type: none"> • Article IX: Leaves • Article XIII: Layoff & Re-employment • Article XVIII: Professional Growth Program • Article XIX: Fringe Benefits • Article XX: Wages <p>Annette Kunze seconded it. A vote of 4 Ayes carried the motion.</p>	CSEA TA
232.484	Annette Kunze made a motion to approve an Agreement Between the Galt Joint Union Elementary School District and Unrepresented Employees Regarding Compensation, seconded by Traci Skinner. A vote of 4 Ayes carried the motion.	Unrep Agreement
232.485	Katherine Harper made a motion to approve the 2023-24 Title 1 Notification Authorization of Schoolwide Program Waiver for Fairsite Elementary, seconded by Casey Raboy. A vote of 4 Ayes carried the motion.	Title 1 SWP FS
232.486	<p>A First Reading of the following Board Policies (BP) and Administrative Regulations (AR) was held. Annette Kunze and Katherine Harper shared their concerns about the potential adoption of BP 1313 Civility, which concerns individuals' First Amendment rights.</p> <p>Annette Kunze requested that the Board consider pulling BP 1313 Civility. Not because she doesn't believe people should be civil, as in politeness and courteousness, and model civil behavior; however, it is really up to the individual to do so. She referenced the policy language related to acceptance. She doesn't think acceptance is necessarily a requirement for civility. She would never ask someone to accept everything she believed for them to be considered civil. The same goes for effective communication. She said some people have communication challenges. Who is the final arbiter of this? Ms. Kunze said she strongly challenges the language as written.</p>	FIRST READING

Katherine Harper indicated that this policy reads differently to her than the other policies she has read in the past year and a half. She asked who would enforce this policy and said she had concerns similar to those of Ms. Kunze.

Casey Raboy said she liked elements of the policy protecting staff from harassment.

Lois Yount said this is not a mandated policy. The Board can choose to give direction, make edits, or move forward.

Ms. Kunze said she does not feel this policy is necessary. She would hate for passionate or spirited debate to fall under civility. However, if a person's presence is disruptive, the District has a policy related to disruption.

Ms. Kunze requested the Board consider pulling BP 1313 Civility as pertinent aspects of the policy are included in BP/AR 3515.2 Disruptions. Additionally, Board Bylaw (BB) 9323 addresses meeting conduct. Board member Traci Skinner concurred.

The Board will consider action on the policy at the next regular meeting.

1. BP/AR 1250 Visitors/Outsiders
2. BP 1313 Civility
3. BP/AR 3515.2 Disruptions
4. BP/AR 4119.25 Political Activities Of Employees

H. Public Comments for topics not on the agenda

I. Pending Agenda Items

1. School Resource Officer (SRO) Report

At this time, Annette Kunze wanted to make everyone aware of education bills that are making their way through the state legislature related to special education, English learners, and social sciences curricula about Native Americans. She indicated that the hearings are available live and recorded if anyone is interested. She suggested it is easier to provide comments before legislation is adopted.

J. Adjournment 9:19 p.m.



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirees			
Name	Position	Effective Date	Site
Bridgeman, Vanessa	Psychologist	6/30/24	Valley Oaks
Guillen Madera, Karla	Instructional Assistant, Expanded Learning	4/4/24	Lake Canyon
Hurtado, Maria	Bilingual Office Assistant	4/12/24	District Office
Ipson, Annie	Teacher	6/7/2024	Lake Canyon
Lopez, Shalise	Instructional Assistant, Special Education	4/19/24	Vernon E. Greer
Needham, Lisa	Teacher	6/7/24	Fairsite
Swain, Heather	Teacher	6/7/2024	Lake Canyon

Leave of Absence Requests			
Name	Position	Effective Date	Site
Azua, Mike	Custodian	5/16/24	Marengo Ranch
Grace, Kimberly	Instructional Assistant	4/15/24	Valley Oaks
Haight, Sarah	Instructional Assistant, Expanded Learning	3/12/24	Valley Oaks
Raygoza-Montes, Neyda	Instructional Assistant, Special Education	8/16/23	Vernon E. Greer

New Hires/Reclassifications/Status Changes			
Name	Position		Site
Amrine, Caitlyn	Classified Substitute		N/A
Anaya, Maria (status change)	Secretary 1		Fairsite
Contreras Arias, Stephanie	Food & Nutrition Assistant 1		McCaffrey Middle
Edwards, Hannah	Short Term Instructional Assistant		Marengo Ranch
Flores, John	Custodian		Valley Oaks
Gomez, Oralia	Classified Substitute		N/A
Havens, Westin	Classified Substitute		N/A
Jauregui, Alondra	Short Term Instructional Assistant, Special Education		Vernon E. Greer
Meza, Miriam	Classified Substitute		N/A
Pollan, Kayleena	Classified Substitute		N/A



CONSENT CALENDAR

Donations

Lake Canyon Elementary

- L'Chayim of Galt donated \$524.00 to sponsor two 6th grade students for science camp

Valley Oaks Elementary

- Galt Lions Club donated \$1,000.00 for the the music department



CONSENT CALENDAR

Fairsite SPSA Amendment

Approval of Fairsite Elementary, 2023-2024 Single Plan for School Achievement-re-submit pursuant to obtaining waiver, March 20, 2024

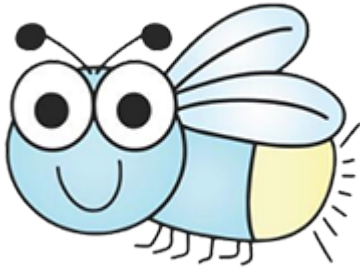
A school that does not meet the poverty percentage and serves an eligible school attendance area in which less than 40 percent of the children are from low-income families, or a school for which less than 40 percent of the children enrolled in the school are from such families, **may operate a Schoolwide Program (SWP) if the school receives a waiver** from the State educational agency (SEA) to do so, after taking into account how a SWP will best serve the needs of the students in the school served under Title I in improving academic achievement and other factors (34 *CFR* 200.25[b][1][iii]; ESSA Section 1114[a][1][B]).

When the low-income percent of a school that has been operating as a schoolwide program (SWP) school drops below the 40 percent threshold, the school must apply for a SWP waiver to obtain approval from the **local governing board** to continue to operate as a Schoolwide program school. In addition, **the school must re-submit the SWP plan for approval.**

The local board approval date of the SWP plan must be on or after the local board approval date of the SWP waiver and these dates are entered into the Title I, Part A Notification of Authorization of Schoolwide Program form in the Consolidated Application and Reporting System (CARS/ConApp).

Board Approval is requested for the updated 2023-2024 Fairsite Elementary SPSA.

School Year: **2023-24**



School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Fairsite Elementary School	34 67348 0141325	5/26/2023	

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

The School Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

April 9, 2024

Because less than 40% of the children enrolled in the school are from low-income families, Fairsite submitted a Schoolwide Program (SWP) Waiver to the local governing board at the March 20, 2024 meeting. Fairsite Elementary received approval of the SWP Waiver at the March 20, 2024 board meeting.

The school has taken into account how a SWP will best serve the needs of the students in the school served under Title I in improving academic achievement and other factors (34 CFR 200.25[b][1][iii]; ESSA Section 1114[a][1][B]).

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Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The Parent and Staff CalSCHLS Survey is administered in the spring of each year.

Parent Survey: The most recent surveys completed in March 2023 were overwhelming positive.

Average percent of respondents reporting "Strongly agree":

Parental Involvement: 64%;

Promotion of parental involvement in school 49%;

The school encourages me to be an active partner, 64%; School actively seeks the input of parents, 46%;

Parents feel welcome to participate at this school, 63%;

Student Learning Environment 73%;

School is a safe place for my child. 82%;

School motivates students to learn, 86%.

School has adults who really care about students-79%;

Opportunities for meaningful student participate-68%;

Communication with parents about school-70%;

Teachers responsive to child's social and emotional needs-92%;

School provides parents with advice and resources to support my child's social and emotional needs-80%;

Schools enforces school rules equally-75%; School Treats all students with respect-82%; School promotes respect of cultural beliefs/practices-68%

2023 CalSCHLS STAFF SURVEY.

The most recent survey completed in March 2023 revealed areas of strength and areas for continued growth and feedback. Areas of strength for the site include: (respondents reporting strongly agree or agree):

The school is a supportive and inviting place for students to learn- 96% (strongly agree/agree);

Promotes academic success for all students 91% (strongly agree/agree)

Emphasizes helping students academically when they need it-91% (strongly agree/agree)

Emphasizes teaching lessons in ways relevant to students-100% (strongly agree/agree)

Motivates students to learn-95% (Strongly agree/agree)

Is a safe place for students-95%. (strongly agree/agree)

Areas for further discussion, collaboration, and growth include: (respondents reporting strongly agree/agree):

This school is a supportive and inviting place for staff to work-79% (strongly agree/agree)

Promotes trust and collegiality among staff-65% (strongly agree/agree)

Is a safe place for staff-87% (strongly agree/agree)

Promotes personnel participation in decision-making that affects school practices and policies-71%. (strongly agree/agree)

Adults who work at this school...

Have close professional relationships with one another-68% (strongly agree/agree)
Support and treat each other with respect-82% (strongly agree/agree)
Feel a responsibility to improve this school-82%. (strongly agree/agree)

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Classroom observations are conducted twice a year through mini observations for non-evaluation teachers, and six times a year through mini observations for teachers who are going through the evaluation cycle. Teachers participating in our continuous learning cycle utilize a self-evaluation rubric with peer and administrative observations. Teachers and administration meet after each mini observation for feedback related to instructional practices.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Fairsite Elementary School staff have conducted comprehensive needs assessments in order to strengthen student achievement and Kindergarten readiness skills in the areas of academics, social/emotional, language and physical development. Needs assessments are aligned with California Learning Foundations, Desired Results of Development Progress and district trimester benchmarks.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Teachers utilize local trimester assessment data along with daily embedded assessments to strengthen student achievement. Instruction and intervention groups are continually modified based on formal and informal assessment data and student progress. Each Wednesday, grade-level teachers meet as a professional learning community (PLC) to monitor each learner's growth toward standards.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

In the 2022-23 school year all TK teachers met "Highly Qualified" teacher requirements (A bachelor's degree, A teaching or intern credential, and demonstrated core academic subject matter competence)

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

Fairsite utilizes the Human Resource services of the district in advertising for any vacancies that may occur. The District screens applicants in order to determine if applicants meet the definition of highly qualified and only those candidates meeting that requirement will be recruited to interview.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

GJUESD administrators and teachers participate in staff development designed to support standards, student performance, and professional needs. Additionally, teachers and administrators develop data driven goal based plans (PDSA- Plan Do Study Act protocols). Staff social-emotional well-being is supported by ongoing professional development and support including the implementation of RULER strategies. WestEd also provided staff development in the areas of effective family engagement and building relationships with families. Staff has access to training and support with school-wide SEL curriculum- Second Step.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Principals are responsible for ongoing monitoring and evaluation for effective instruction. Teachers in need of support may utilize the Peer Assistance Review (PAR) process by referral or on a voluntary basis. Teacher mentors will provide support beyond coaching by administrative or other staff.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Grade level Professional Learning Communities (PLCs) continue to collaborate each week, focusing on student needs and instruction. There are also opportunities for TK teachers to meet and plan with Kinder teachers as well as during the school year.

Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Transitional Kindergarten curriculum, instruction, and materials are all aligned with the California Early Learning Foundations.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Instructional minutes for reading/language arts and mathematics adhere to the TK total 180 daily instructional minutes.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Teachers follow the recommended curriculum pacing as suggested in district adopted English Language Arts and math curriculum. There is also flexibility with pacing in order to meet the personalized needs of the students.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

All TK students have access to the core standards-aligned ELA and math curriculum.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

ELA Benchmark curriculum is SBE-adopted and aligned to the Learning Foundations.

Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Every TK classroom has a 3.5 hour instructional assistant or bilingual instructional assistant (IAs) to maintain a ratio of 1 adult to every 12 students. IAs provide support in the classroom through small groups and 1:1 support, when needed. Our Multi-Tiered Systems of Support (MTSS) incorporates the grade level standards, high-quality first instruction, and personalized and differentiated learning opportunities to meet the academic and behavioral needs of all learners. With MTSS, we have implemented a referral process for learners not making adequate growth. This process begins with targeted interventions based on a learner's individual needs. MTSS site teams will meet on a monthly basis to review learner progress and documentation of learner support. These teams consist of administration, psychologists, teachers, and specialists.

Evidence-based educational practices to raise student achievement

Teachers will engage in their PLC through weekly collaboration and articulation taking place on early release Wednesdays throughout the school year. Teachers will utilize data from a variety of sources in order to make decisions about student interventions, instructional modifications, professional development, school climate and safety, and other program changes needed.

Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Fairsite Elementary and Early Learning Center serves families with children ages 0-5 years old. The School Readiness Center offers a wide variety of experiences so that families will begin their GJUESD experience with a stronger learning foundation and help ensure that our youngest learners advance from PreKindergarten to elementary school with stronger opportunities for social, emotional and academic success. This experience encompasses home-based, center-based, extended learning opportunities.

Bilingual Community Outreach staff coordinate efforts to increase home-school communication and engagement dual language learner families.

Dual Capacity Building: Academic Parent Teacher Teams (APTT) is a research-based family engagement and leadership opportunity for parents/caregivers that that teachers offer 3 times per year. The goal is to strengthen family involvement as parents become partners in their children's education and support their learning at home

Fairsite supports the parents' role in their child's learning at home through an evidence-based home visitation program and a parent early learning texting App. The ECE Home Visitor provides in-home developmental and educational experiences for EL families who may live in rural areas or without transportation

Parent & Child Playgroups: Provide structured Developmental Playgroups for children ages 0-3 and their caregivers, prioritizing enrollment for children living in low-income families who are not otherwise enrolled in public infant/toddler programs and services. The Playgroups involve families/caregivers as active participants with their children and educate them about the importance of play in child development and the critical role they play in supporting school success

Parents As Volunteers: Parent volunteers support the classroom by assisting with classroom projects, planning activities, and helping with the overall success of the classroom

Parent Advisory Committee (PAC): The Fairsite PAC meets monthly. PAC develops Parent leadership capacity and gathers stakeholder input for continuous improvement process
Parents representatives from each classroom support family engagement by prioritizing and planning school activities

English Classes for Parents: EL CIELO English Literacy Class meets twice a week in 2-hour sessions focused on building vocabulary as well as communication skills between home and school

Family Friday Events: the whole family is invited to attend monthly family events such as Math Night, Picnic on the Green, Fall Festival, Movie Night, etc.
These events are designed to promote family (adult caregivers) literacy and bring families together to network with each other.

Kindergarten Information Nights: TK/K teachers come to Fairsite preschool to share K expectations with parents and ideas for helping children prepare for Kindergarten

Partnering in Education opportunities include Back-to-School Night, Parent-Teacher Conferences in the fall and spring and Open House. Teachers also communicate regularly with families via the Class Dojo parent app.

2nd Cup of Coffee is a parent/caregiver wellness class that provides information on local resources, topics of parent interest, and a fun family craft.

University of Davis Cooperative Extension will provide two Nutrition Series that focus on selecting and preparing healthy snack and meals, nutrition and healthy lifestyles.

Parent Listening Circles: Gives parents a meaningful opportunity to contribute to school decision-making

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Board Policies reinforce that parents play vital roles in the education of the children of Galt. The District Advisory Committee (DAC) meets on a monthly basis to provide input on LEA programs, policies, and operations. Beginning with the 2023-24 school year Fairsite will elect a School Site Council (formally Parent Advisory Committee- PAC) to develop this Single Plan and budget in order to meet the needs of the school. The English Learner Advisory Committee (ELAC) made up of parents and facilitated by administration advises the school on the program for ELs. The School Site Council (SSC) is responsible for monitoring the parent involvement policies and practices and understands that in order for children to be successful in school, parents need to be actively involved in their children's education. This is formalized in our school compact.

As a parent, I understand that my participation in my student's education will help his /her achievement and attitude. Therefore, I will continue to carry out the following responsibilities to the best of my ability:

- Make sure my child is on time and prepared every day for school
- Monitor my child's homework and make sure study time is in a quiet place
- Support the school's/district's homework, discipline and attendance policies
- Know how my child is doing in school by communicating with teachers, especially if I have concerns
- Celebrate my child's achievements, and help my child accept consequences for negative behavior
- Ask my child about his/her school day daily and review all information sent home from school
- Attend Back to School Night, Parent-Teacher Conferences, Open House and other school events

In addition to participation in a variety of district and school site committees, parents and students may also participate in annual listening circles and parent workshops covering a variety of topics.

Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Instructional assistants (IAs) and bilingual Instructional assistants (BIAs) are provided to support struggling learners.

Fiscal support (EPC)

Funds will be utilized to provide support for all students by providing for supplemental support and overall improvement of the school's educational program. Students not making growth, including English learners, Socioeconomically Disadvantaged students, Students with Disabilities, Foster Youth, and reclassified English learners will benefit from the resources provided by state and federal Title I and Title III funds.

Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Beginning in the 2023-24 school year, Fairsite will seek the input and advice of the School Site Council (SSC) and the English Learner Advisory Committee (ELAC) in reviewing, revising, and establishing goals and actions for the SPSA. Meetings are generally held throughout the school year, in which the committees review the previous year's plan, give suggestions for the new year's plan, and review the draft of the SPSA before final approval.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

No resource inequities have been identified.

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	N/N	N/A	96
Total Enrollment			96

Conclusions based on this data:

1. This is the first year of TK enrollment.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners			31			32.3%
Fluent English Proficient (FEP)			2			2.1%
Reclassified Fluent English Proficient (RFEP)			0			0%

Conclusions based on this data:

1. This data is for our Transitional Kindergarten students who will transition to Kindergarten at another school site. Based on TK enrollment at Fairsite Elementary School, 1/3 of the student population is considered English Language Learners.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Kinder Readiness

LEA/LCAP Goal

Engaging learners through a focus on equity, access, and academic rigor with inclusive practices in a variety of environments.

Goal 1

In order to prepare our students for later reading success, Fairsite students will be provided learning opportunities that develop oral language skills that are aligned to California early learning foundations with a focus on equity, access and academic rigor, and inclusive practices.

Identified Need

Research has documented that oral language development plays a critical role in early literacy and provides the foundation for reading and writing. Students exposed to high-quality learning experiences in rich language environments enter kindergarten prepared for success throughout their academic careers. High-quality early learning environments are critical for students who need it the most, including children who need it the most, including children experiencing poverty, children of color, children who are dual language learners, and children with disabilities.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
PreK learners meeting the Kindergarten Readiness benchmarks will increase 10% or greater each year.	<p>School Readiness Assessments:</p> <p>1a. % of all Preschool students meeting Kinder Readiness Benchmarks</p> <p>Color Recognition 94%</p> <p>Shape Identification: 78%</p> <p>Number Identification 52%</p> <p>Letter Names Upper 57%</p> <p>Letter Names-Lower: 37%</p> <p>Rote counting: 69%</p> <p>1:1 Correspondence: 89%</p> <p>Pattern Creation: 94%</p> <p>Name Writing: 100%</p> <p>1b. % of Preschool dual language learners meeting Kinder Readiness Benchmarks</p> <p>Color Recognition 84%</p>	<p>1a. % of all Preschool students meeting Kinder Readiness Benchmarks- will increase by 10% or greater in the 9 identified areas.</p> <p>1b % of all Preschool/dual language learners meeting Kinder Readiness Benchmarks- will increase by 10% or greater in the 9 identified areas.</p> <p>2a. % of all TK students meeting Kinder Readiness Benchmarks will increase by 10% or greater in the 9 identified areas.</p>

Metric/Indicator

Baseline/Actual Outcome

Expected Outcome

Shape Identification: 73%
Number Identification 50%
Letter Names Upper 39%
Letter Names-Lower: 39%
Rote counting: 61%
1:1 Correspondence: 88%
Pattern Creation: 92%
Name Writing: 100%

2a. % of all TK students meeting Kinder Readiness Benchmarks

Color Recognition 98%
Shape Identification: 91%
Number Identification 83%
Letter Names Upper 75%
Letter Names-Lower: 67%
Rote counting: 75%
1:1 Correspondence: 92%
Pattern Creation: 67%
Name Writing: 88%

2b. % of all TK dual language learners meeting Kinder Readiness Benchmarks

Color Recognition 95%
Shape Identification: 81%
Number Identification 77%
Letter Names Upper 77%
Letter Names-Lower: 68%
Rote counting: 53%
1:1 Correspondence: 85%
Pattern Creation: 47%
Name Writing: 95%

3a. % of all Dual Language Immersion/Preschool students meeting Kinder Readiness Benchmarks

Color Recognition 70%
Shape Identification: 75%
Number Identification 75%
Letter Names Upper 65%
Letter Names-Lower: 50%
Rote counting: 55%
1:1 Correspondence: 100%
Pattern Creation: 100%
Name Writing: 100%

2b. % of all TK dual language learners meeting Kinder Readiness Benchmarks will increase by 10% in the 9 identified areas.

3a. % of all Dual Language Immersion/Preschool students meeting Kinder Readiness benchmarks will increase by 10% or greater in the 9 identified areas.

3b. % of all Dual Language Immersion, Preschool dual language learners meeting Kinder Readiness Benchmarks will increase by 10% or greater in the 9 identified areas.

4a. % of all Dual Language Immersion/TK students meeting Kinder Readiness will increase by 10% or greater in the 9 identified areas.

4b. % of all Dual Language Immersion, TK dual language learners meeting Kinder Readiness Benchmarks will increase by 10% or greater in the 9 identified areas.

Metric/Indicator

Baseline/Actual Outcome

Expected Outcome

3b. % of all Dual Language Immersion/Preschool students, dual language learners meeting Kinder Readiness Benchmarks
Color Recognition 90%
Shape Identification: 90%
Number Identification 90%
Letter Names Upper 81%
Letter Names-Lower: 63%
Rote counting: 63%
1:1 Correspondence: 100%
Pattern Creation: 100%
Name Writing: 100%

4a. % of all Dual Language Immersion/TK students meeting Kinder Readiness Benchmarks
Color Recognition 85%
Shape Identification: 71%
Number Identification 61%
Letter Names Upper 57%
Letter Names-Lower: 57%
Rote counting: 68%
1:1 Correspondence: 95%
Pattern Creation: 100%
Name Writing: 100%

4b. % of all Dual Language Immersion, TK dual language learners meeting Kinder Readiness Benchmarks
Color Recognition 100%
Shape Identification: 66%
Number Identification 78%
Letter Names Upper 78%
Letter Names-Lower: 78%
Rote counting: 86%
1:1 Correspondence: 100%
Pattern Creation: 100%
Writes Name: 100%

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Dual Language Learner enrollment in PreKindergarten will increase 5% each year.	2022-23 SIS Data Preschool (ages 0-5): Total enrollment = 248 Total dual lang. learner enrollment = 104 (42%) Transitional kinder: Total enrollment = 96 Total dual language learner enrollment = 32 (33%)	2023-24 Expected Outcome- Preschool (0-5) dual language learner enrolment= 47% TK dual language learner enrollment = 38%
Fairsite School Readiness direct services to families will increase by at least 100 families each year.	2022-23 First 5 Data: 256 families were served	2023-24 Expected Outcome- 356 families will be served
Site administrators and teachers using the current employee evaluation system to develop and reflect upon professional growth goals and teaching practice will be maintained at 100%.	2022-2023 Actual Outcome: Maintained 100%	2023-24 Expected Outcome- 100% maintained
Parents of unduplicated students will be represented at 100% of all educational partner meetings (DAC,ELAC, DELAC, Listening circles, surveys, and teacher/parent talks) to promote parent participation in programs for unduplicated students	2022-23 School Data Representation all education partner meetings= MET	2023-24 Expected Outcome- MET maintained
Parent survey will be completed by a minimum of 50 families with an increase of 10% each year	March 2023 CalSCHLS Parent Survey respondents: 34 May JBMF Parent Survey	2023-24 Expected Outcome- 50 completed parent surveys
Misassignments of teachers will remain at 0	Currently, there are no misassignments at Fairsite.	2023-24 Expected Outcome- maintained at zero (0)

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

Strategy/Activity

All students will be provided instruction with district-adopted ELA curriculum.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Students identified as English Language Learners will be provided daily ELD instruction: both integrated and designated.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

3,002

Title III
2000-2999: Classified Personnel Salaries
BIA

6,203

Title I
2000-2999: Classified Personnel Salaries
BIA

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Professional Development in meeting the needs of dual language learners-BeGlad, district PD; SCOE-EL trainings; conferences.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

5,000

LCFF - Supplemental

1000-1999: Certificated Personnel Salaries
Release time for teachers

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Kinder Readiness

LEA/LCAP Goal

Promoting Prek-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

Goal 2

In order for our students to be Kindergarten ready, Fairsite staff will implement district adopted social/emotional curriculum and strategies to develop a socially competent learner; respecting and celebrating cultural differences.

Identified Need

Research has indicated students' readiness for kindergarten is not only dependent on them learning letters and numbers. Social and emotional skills children gain or don't gain before they enter kindergarten can have profound effects throughout their school career. Critical skills include, being able to follow direct need to follow directions, comply with rules, manage emotions, solve problems, organize and complete tasks, and get along with others. Social and emotional skills develop early before children enter school, and they are essential for learning in a classroom setting.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Overall daily TK attendance will be maintained at 96% or greater	Aug 11, 2022-April 7, 2023 (monthly reports available upon request) ADA Percentages: Fairsite: 91.95%	Expected Outcomes: Attendance will be maintained at 96% or greater
Chronic absenteeism will decrease by 1% or greater for every student subgroup.	For School Year 22/23: Baseline: 26%	Expected Outcome: TK will be 26% or less.
Percentage of staff responding "Strongly Agree" on the annual CalSCHLS survey will increase at least 5% each year in areas that are below 50%. Staff participation in the survey will increase by 50%.	March 2023 CalSCHLS: Staff Report areas below 50%: School Supports for staff: 20% Staff Collegiality: 20% Is a safe place for staff 32% Provides Adequate counseling and support services-30%	Expected Outcome: March 2024 CalSCHLS Staff Report: School Supports for staff: 25% Staff Collegiality: 25% Is a safe place for staff 37% Provides Adequate counseling and support services-35%

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Safety and School Connectedness: Percentage of parents responding Strongly Agree on the annual CalSCHLS survey will increase at least 5% in areas that are below 50%.	March 2023 CalSCHLS: Parent Report areas below 50% Parental Involvement in school-49% School Actively seeks the input of parents-46%	Expected Outcome: March 2024 CalSCHLS surveys: Parental Involvement in school-54% School Actively seeks the input of parents-51%
Facilities Inspection Tool (FIT) rating provided by the CDE will be increased and maintained at "GOOD" for all sites	November 2022 FIT report for Fairsite is currently FAIR	Expected Outcome: 2023 FIT report: Good

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Family Engagement, Educational events in the evening. Math Night, Literacy Night, Science Night/Fair

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

2,000

Source(s)

LCFF - Supplemental
4000-4999: Books And Supplies

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Teachers and administration will meet with families of students that are chronically absent; developing strategies to address barriers. Develop incentives for students/families for improved attendance.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1,000

Source(s)

LCFF - Supplemental
4000-4999: Books And Supplies

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners, Socio Economically Disadvantaged

Strategy/Activity

Assemblies to promote cultural and social emotional awareness.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

5,000

Source(s)

LCFF - Supplemental
5000-5999: Services And Other Operating
Expenditures
Outside vendors, organizations.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$9205
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$22,205.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$6,203.00
Title III	\$3,002.00

Subtotal of additional federal funds included for this school: \$9,205.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
LCFF - Supplemental	\$13,000.00

Subtotal of state or local funds included for this school: \$13,000.00

Total of federal, state, and/or local funds for this school: \$22,205.00

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
LCFF - Supplemental	15000	2,000.00
Title I	8915	2,712.00
Title I Part A: Parent Involvement	189	189.00
Title III	3002	0.00

Expenditures by Funding Source

Funding Source	Amount
LCFF - Supplemental	13,000.00
Title I	6,203.00
Title III	3,002.00

Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	5,000.00
2000-2999: Classified Personnel Salaries	9,205.00
4000-4999: Books And Supplies	3,000.00
5000-5999: Services And Other Operating Expenditures	5,000.00

Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	5,000.00
4000-4999: Books And Supplies	LCFF - Supplemental	3,000.00
5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	5,000.00

2000-2999: Classified Personnel Salaries	Title I	6,203.00
2000-2999: Classified Personnel Salaries	Title III	3,002.00

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	14,205.00
Goal 2	8,000.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 2 Other School Staff
- 7 Parent or Community Members

Name of Members	Role
Maria Sandoval	Other School Staff
Douglas Becker	Parent or Community Member
Penelope Latta	Parent or Community Member
Letisia Anguiano	Parent or Community Member
Yazmin Aguilar	Parent or Community Member
Yazmin Aguilar	Parent or Community Member
Lorena Segoviano	Parent or Community Member
Kuljeet Nijjar	Principal
Monica Garcia	Other School Staff
Maria West	Classroom Teacher
Evelyn Becker	Parent or Community Member
Veronica Valdovinos	Classroom Teacher

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name



English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 5/26/2023.

Attested:



Principal, Laura Marquez on 5/26/2023



SSC Chairperson, Evelyn Becker on 5/26/2023



CONSENT CALENDAR

Non Public Schools/Agencies Contract

- g. Master Contract for Non Public Schools and Agencies Providing services to students whose needs cannot be met in the district's programs.

14. Tilly Therapy

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

***GALT JOINT UNION ELEMENTARY
SCHOOL DISTRICT***

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Galt Joint Union Elementary

Contract Year 2023-2024

Nonpublic School ("NPS")



Nonpublic Agency ("NPA")

Type of Contract:



Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this Contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract.
Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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2023-2024

CONTRACT NUMBER: 14

LEA: Tilly Therapy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Tilly Therapy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between Galt Joint Union Elementary, hereinafter referred to as the local educational agency ("LEA") and Tilly Therapy (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification

or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is

deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;

records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the

standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence.

E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. For all Insurance Coverage in Part I:

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary

despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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 any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports,

and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the 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.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff.

CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports (“BERs”). CONTRACTOR shall inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR’s implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student disenrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and

accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to Parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain 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"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 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 and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes

occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding

payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision

of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student’s IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’s NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student’s ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement

for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students. CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC (“NPS/RTC”), Educationally Related Mental Health Services (“ERMHS”) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB (“ERMHS + Room and Board”). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

Tilly Therapy

Nonpublic School/Agency

By: Tim Eby 04-05-2024

Signature Date

CEO

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Shannon Stanford

Name and Title

Tilly Therapy

Nonpublic School/Agency/Related Service Provider

11022 Santa Monica Blvd. #120

Address

Los Angeles, CA 90025

City State Zip

818 795 5206

Phone Fax

shannon@tillytherapy.com

Email>(*Required)

LEA

Galt Joint Union Elementary School District

By: _____
Signature Date

By: Kuljeet Nijjar, Director of Educational Services

Name and Title of Authorized Representative

Notices to LEA shall be addressed to:

Kuljeet Nijjar, Director of Educational Services
Name and Title

Galt Joint Union Elementary School District

LEA

1018 C Street, Suite 210

Address

Galt California 95632

City State Zip

209-744-4545 x.303 209-744-4554

Phone Fax

knijjar@galt.k12.ca.us

Email

Additional LEA Notification

(Required if Completed)

Stephanie Gutierrez, Program Specialist

Name and Title

Galt Joint Union Elementary School District

LEA

1018 C Street, Suite 210

Address

Galt California 95632

City State

209-744-4545 x.339 Zip 209-744-4554

Phone Fax

sgutierrez@galt.k12.ca.us

Email

EXHIBIT A: 2023-2024 RATES

4.1 **RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – **TEACHER-TO-PUPIL RATIO:** _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) **Daily Basic Education Rate:**

- 2) **Inclusive Education Program**
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:

- 3) **Related Services**

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$55 (IA)</u>	<u>hourly</u>
<u>Language and Speech (415)</u>	<u>\$130</u>	<u>hourly</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$130</u>	<u>hourly</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	<u>\$160</u>	<u>hourly</u>
<u>Behavior Intervention Services (535)</u>	<u>\$60 (RBT)</u>	<u>hourly</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Transportation		
Other (900)	\$95 (SPED teacher) hourly	
	\$115 (BCBA)	hourly

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Tim Eby

04-05-2024

(Signature)
CEO

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Signature Certificate

Reference number: J5J5V-SL6Q8-DCNUY-MLUQ6

Signer

Timestamp

Signature

Tim Eby

Email: timothy.eby@tillytherapy.com
Shared via link

Sent:

05 Apr 2024 21:09:19 UTC

Viewed:

05 Apr 2024 21:27:31 UTC

Signed:

05 Apr 2024 21:28:24 UTC



IP address: 135.84.167.43

Location: New York, United States

Document completed by all parties on:

05 Apr 2024 21:28:24 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.488 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Lois Yount	Action Item: XX Information Item:
<p>The Board will have the opportunity to address any items that are moved from the consent calendar.</p>	



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.489 Board Consideration of Approval of TeamCIVX, LLC, Proposal to Conduct Public Outreach on a Potential 2024 Bond Measure
Presenter: Lois Yount	Action Item: XX Information Item:

At the March Board meeting, FM3 Research presented the results of a community bond measure survey completed January 9-21, 2024. Based on the survey, a bond measure for GJUESD appears viable for the November 2024 ballot, with 62% supporting it. The survey results indicate that the measure has a path to success if accompanied by public education informing voters of its goals.

Moving forward, the District recommends contracting with Joy Kummer, Team CivX, for public outreach and education. Services would include awareness building, bond measure development, and producing informational materials.

Fiscal impact:

- \$10,500 if shared with Arcohe School District
- \$20,000 if only GJUESD
- Informational mailing \$10,050 - \$11,800
- Consultant reimbursable expenses

Attachments:

- Proposal
- Engagement Agreement

Proposal to Conduct Public Outreach on a Potential 2024 Bond Measure

*Galt Joint Union Elementary School District
Arcohe School District*



1.1 Public Outreach and Education (TeamCivX)

If a bond measure does appear viable and we receive direction from either Board to proceed with preparing a measure for the ballot, we will proceed to the steps outlined below.

Awareness Building:

Our next step is to develop and implement an informational communications plan to raise awareness of your facility and funding needs, while also introducing your proposed measure and providing opportunities for community input. While school districts and public agencies are legally prohibited from advocating for the passage of a bond, you can educate and inform your community about your needs and plans.

To build community awareness, TeamCivX will work with the Districts to implement an informational communications effort that will include the following components:

- Developing informational messaging and fact sheets to be distributed at school and community functions
- Providing talking points, frequently asked questions and a message training for district officials who will be interfacing with the public on this issue
- Providing content related to your funding needs and proposed measure to be added to your website, used in social media and included in email updates and newsletters
- Preparing PowerPoint presentations for public and community meetings
- Writing, designing and producing mailings and advertising to inform local residents
- Developing strategies and plans to inform internal stakeholder groups, including teachers, principals, parent leaders, employee associations and others
- Developing strategies and plans to inform external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others

We will write all copy, handle the graphic design, coordinate print and mailing. We will just need you to review content and designs and make sure the information is accurate and has the right feel for your community. We will also need to coordinate with those who manage your various social media accounts.

Measure Development:

Based on the results of the feasibility assessment and community input received during the awareness building efforts, we will help you develop your measure for the ballot so that it is closely aligned with the community's priorities and sensitivities. We will work with your financial advisor, bond counsel and other experts to accomplish this work, including:

- Recommending a final bond amount, tax rate and other specifics
- Refining the final project list to reflect community priorities and to ensure projects are described in clear language the general public will understand
- Working with bond counsel to develop the 75-word ballot question
- Working with bond counsel to develop and refine all language that will appear in the ballot pamphlet mailed to all voters
- Presenting recommendations, documents and resolutions to the Board for approval
- Working with local elections officials to ensure your measure qualifies for the ballot*

With these steps complete, your measure will be on the ballot. Since school districts cannot advocate for ballot measures, an independent campaign committee will need to be formed to run an advocacy campaign in support of the measure. TeamCivX provides campaign consulting services to independent campaign committees, but those services are not part of this proposal since the campaign must be led by an independent group. **The deadline to qualify for the November 2024 ballot is August 9, 2024.*

2 ESTIMATED COSTS

2.1 Public Outreach and Education (TeamCivX)

In consideration of a joint effort by the Districts to move forward and collaborate on efforts, TeamCivX would contract on a flat fee basis, providing communication services to Galt Joint Union Elementary SD and Arcohe School District at a rate of \$21,000 total. Standard reimbursable business expenses for travel will be billed along with fees and partial months of service will be prorated.

We also recommend a budget for printing and production of informational materials. The cost to print and mail an informational brochures to voters and parents in each District is as follows, assuming nonprofit bulk postage rates:

10,000 Galt Joint Union Elementary School District

- Folding Brochure: **\$10,050 per mailing**
- Survey Mailer with pre-addressed reply cards to solicit voter and parent feedback: **\$11,800 per mailing.**

1,500 Arcohe School District

- Folding Brochure: **\$5,850 per mailing**

The exact cost varies based on the exact specifications and quantity, as well as postage. Most school districts send two to three mailings during the bond planning process.

Finally, we often recommend supplementing direct mail communications with coordinated digital content. Digital pricing varies based on the size, scope and duration of the program and is priced separately.

ENGAGEMENT AGREEMENT

This Engagement Agreement (“**Agreement**”) is made effective as of April _____, 2024 (the “**Effective Date**”) by and between the undersigned client (“**Client**”), and TeamCivX, LLC, a California limited liability company (“**Consultant**”).

1. Services and Compensation.

1.1. Services. Subject to the terms and conditions set forth in this Agreement, Client hereby engages Consultant to perform those services (collectively the “**Services**”) listed on Exhibit A attached hereto and incorporated herein by reference.

1.2. Compensation. In consideration for the Services, Client will pay Consultant the fees and other amounts set forth on Exhibit B (collectively the “**Fees**”).

2. Term; Termination. The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall continue until terminated. Either party may terminate this Agreement at any time, for any reason, by giving thirty (30) calendar days’ advance written notice to the other party. Notwithstanding the foregoing, Consultant may terminate this Agreement, or suspend the Services, at any time if Client fails to pay any fees to Consultant when due and does not cure such failure within ten (10) calendar days’ written notice from Consultant. Client shall pay all outstanding amounts for Fees, reimbursable expenses, amounts due to third-party vendors and all other amounts arising out of this Agreement upon termination.

3. Compliance with Applicable Laws. Client will comply with all applicable laws and regulations, including without limitation any applicable public disclosure and other applicable laws governing the expenditure of public funds. Client will not request or direct that Consultant provide any services or other act or omission which may constitute a violation of applicable law. Client, not Consultant, is responsible for determining whether the Services performed by Consultant under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Consultant does not provide any assurance, guidance or advice with respect to legal compliance.

4. Indemnification and Limitation of Liability. Client shall indemnify, defend and hold harmless Consultant (and its affiliates and their officers, directors, managers, members, employees, agents, successors and permitted assigns) from any and all losses, liabilities, damages, claims, judgments, awards, penalties, fines, settlements, costs or expenses (including reasonable attorney fees, expert witness fees and court costs) arising out of or related to (a) any breach of this Agreement by Client, (b) any willful misconduct, fraud or gross negligence, or other improper act or omission of Client or its employees, contractors or agents, or (c) any infringement of any patent, copyright, trademark, trade secret, or other proprietary right related to any material the Client or its representatives provided to Consultant. Consultant’s maximum liability arising out of or related to this Agreement or the Services shall not exceed the Base Consulting Fee (as defined in Exhibit B) actually paid by Client to Consultant for the Services. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, CHOATE OR INCHOATE, OF ANY KIND WHATSOEVER, OR FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN

IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THE IMMEDIATELY PRIOR SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM THE FRAUD OR WILLFUL MISCONDUCT OF CONSULTANT.

5. Proprietary Rights. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, Materials, or work of authorship and all intellectual property rights related thereto (collectively, “**Intellectual Property**”) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the mutual property of Client and Consultant, in each case without additional consideration, all right, title and interest throughout the world in and to the Intellectual Property.

6. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint employer, joint venture, business opportunity or any relationship other than an independent consulting relationship between Client and Consultant. Under no circumstances shall Consultant to be responsible in any manner for the debts and obligations of Client.

7. Limited Warranty. Consultant warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. Consultant makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of any ballot measure, proposition or vote, or the absence of unintended consequences. Consultant makes no warranty concerning, and is not responsible for, any Services performed by third parties. To the full extent permitted by law, all implied warranties are hereby excluded.

8. Arbitration. To the fullest extent permitted by law, any dispute arising out of or related to this Agreement, the Services or the Fees shall be settled by binding arbitration administered by the JAMS Arbitration in San Francisco, California under its Streamlined Arbitration Rules that are in effect at that time (“**Rules**”). In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys’ fees and costs in addition to any other recovery to which it is entitled. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based.

9. Miscellaneous. Along with the exhibits attached hereto, this is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, representations, promises and understandings of the parties (whether verbal or written) relating to such subject matter. Any changes, amendments, modifications or waivers to this Agreement shall not be effective unless in writing and signed by both parties. Client shall not assign, transfer or subcontract any rights or obligations under this Agreement (including, without limitation, by way of a merger, reorganization, default operation of law, or otherwise) without the prior written consent of Consultant. This Agreement may be executed in two or more counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by hard copy, email, fax or other electronic transmission. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise

remain in full force and effect and enforceable. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. In any action or proceeding arising out of or related to this Agreement or the amounts due to Consultant hereunder, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party. Any notice required or permitted hereunder shall be given in writing by electronic mail and addressed to the party to be notified at the address below, or at such other address or e-mail address as the party may designate by 10 days' advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

CLIENT

TeamCivX, LLC,
a California limited liability company

Galt Joint Union Elementary School District,
a California public school district

Sign:  _____

Sign: _____

Print: Joy P Kummer _____

Print: _____

Title: Partner _____

Title: _____

Email Address for Notices:
jkummer@teamcivx.com _____

Email Address for Notices:

Galt Joint Union Elementary SD Accounts Payable Contact Information

Name: _____

Title: _____

Mailing Address: _____

E-mail Address: _____

Phone: _____

Exhibit A

SERVICES

- I. Feasibility Assessment. Consultant shall perform the following Services as needed and requested by Client for a strategic planning survey regarding the facilities master planning process:
 - A. Conduct demographic analysis of voters in the relevant district and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
 - B. Analyze past election results in the relevant district and region to understand voter attitude changes over time;
 - C. Review final results presented by Research firm to help form communication plans.

- II. Public Information. Consultant shall perform the following Services as needed and requested by Client to raise awareness of Client's facilities needs:
 - A. Write, design, and produce mailings to inform local residents about existing facility successes and facility needs still existing (priced separately, not included in fees, see Exhibit B);
 - B. Work with the District to develop informational messaging and fact sheets to be distributed at school and community events;
 - C. Provide talking points, frequently asked questions and a message training for Client;
 - D. Provide content related to Client's facilities needs and facility master planning process to be added to Client's website, used in social media, included in email updates and added to newsletters;
 - E. Prepare PowerPoint presentation for public and community meetings;
 - F. Develop strategies and plans to inform internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Board of Trustees and others; and
 - G. Develop strategies and plans to inform external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

Exhibit B

FEES

- I. Flat Consulting Fee. As compensation for the Services, Consultant shall be paid a "Flat Consulting Fee" of \$10,500. The Flat Consulting Fee shall be payable within thirty (30) days of receipt of invoice.
- II. Media and advertising goods and services shall be purchased or rented from Consultant by Client according to the agreed upon schedule of prices, which summarized below. The schedule of prices lists the entire cost of purchasing or renting media goods and services from Consultant. Consultant shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to Consultant, or to the third party vendor at the discretion of Consultant. Consultant shall submit to Client a monthly report of such expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses.

Cost of Informational Brochure Mailing

Estimated Number of Households: 10,000 (voters plus parents)

Estimated Total Cost (Survey Tear off, 2 fold, 4 color): \$11,800

(Standard 11x17 1 or 2 fold, 4 color): \$10,050

Price is per unique mailing to the universe of households estimated above. Price includes design, prepress, printing, address data, addressing, sorting, post office delivery, non-profit bulk postage and sales tax. Additional pricing available upon request.

- III. Reimbursable Expenses. Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of the Services including, but not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, and other out-of-pocket expenses. Consultant shall submit to Client a monthly report of such reimbursable expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses. Consultant shall not incur any expenditure on Client's behalf in excess of \$1,000 without verbal or written approval from Client. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.
- IV. Interest For Late Payments. In addition to all other rights and remedies under this Agreement or applicable law, any amount not paid when due will accrue interest at the lesser of 1% per month or the maximum legal rate until paid in full.



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.490 Board Consideration of Approval of Resolution No. 16 Accepting Final Completion of Contract for the Valley Oaks Elementary School Classroom Building, S&B James Construction California, Inc.
Presenter: Lois Yount	Action Item: XX Information Item:

On March 25, 2023, the Board approved a Lease-Leaseback Agreement between the District and S+B James Construction California, Inc. for the Valley Oaks Elementary School Classroom Building. This project has been substantially completed and we are requesting Board approval of Resolution No. 16, Notice of Completion.

This project consisted of removing four portable classrooms and constructing a new six-classroom building. Each classroom is 960 square feet, with an approximate size of building 7,254 square feet. The building includes two teachers’ workrooms, cabinets in both workrooms and in the hallway, a sink in one teacher workroom, two staff restrooms, a custodial closet with a washer and dryer hookup, and casework with sinks in each classroom. This project also includes accessibility upgrades along the path of travel and associated site work.

With Board approval, the Notice will be sent to the Sacramento County Recorder’s Office for recording.

Proposed Contract Amount: \$5,706,688

Final Contract Amount: \$5,623,286 - State Facility Funds and Developer Fees

Attachment:

- Resolution No. 16

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 16

**RESOLUTION ACCEPTING FINAL COMPLETION OF CONTRACT FOR THE
VALLEY OAKS ELEMENTARY SCHOOL CLASSROOM BUILDING
S+B JAMES CONSTRUCTION CALIFORNIA, INC.**

WHEREAS, on the 15th of March, 2023, a Lease-Leaseback Agreement was entered into by and between the Galt Joint Union Elementary School District, State of California, as Owner, and S+B James Construction California, Inc., Sacramento, California, 95691 as Contractor, for the Valley Oaks Elementary School Classroom Building (the "Project") in accordance with the plans and specifications thereof;

WHEREAS, California Public Contract Code section 7107 authorizes a school district to accept a construction project after its completion;

WHEREAS, California Civil Code section 3093 requires a school district to record a notice of completion with the county recorder's office after a project is deemed complete; and

WHEREAS, after construction of a project is deemed complete, California Public Contract Code section 7107 requires a school district to release any retained funds deemed legally appropriate.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the work contracted for as herein mentioned is declared to have been completed and is hereby accepted by the Galt Joint Union Elementary School District, as Owner, and that the balance due under the Project's agreement is to be paid to the Contractor according to its terms.

The District's Superintendent, Lois Yount is hereby authorized and directed to execute and cause to be recorded a Notice of Completion in the form attached hereto on behalf of the Owner.

PASSED AND ADOPTED this 17th day of April, 2024, by the following vote of the Board of Education of the Galt Joint Union Elementary School District:

AYES:

NOES:

ABSENT:

Galt Joint Union Elementary School District
Traci Skinner, President

ATTEST:

RECORDING REQUESTED BY

Galt Joint Union Elementary School District

AND WHEN RECORDED MAIL TO

Galt Joint Union Elementary School District
1018 C Street, Suite 210
Galt, CA 95632
Attn: Alicia Valdovinos

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF FINAL COMPLETION

VALLEY OAKS ELEMENTARY SCHOOL CLASSROOM BUILDING

No fee document – for the benefit of the government per Government Code 6103

NOTICE IS HEREBY GIVEN that the Galt Joint Union Elementary School District of the County of Sacramento, State of California, as Owner of the property hereinafter described entered into a Lease Lease-back Agreement between itself, as Owner, and S+B James Construction California, Inc. as Contractor, for the completion of the Valley Oaks Elementary School Classroom Building, in accordance with plans and specifications thereof.

NOTICE IS FURTHER GIVEN that the work under the terms of said agreement was completed to the satisfaction of the owner on March 5, 2024, and by Resolution of Acceptance of Completion passed and adopted by the Board of Education on April 17, 2024.

The name and address of lessee is Galt Joint Union Elementary School District, 1018 C Street, Suite 210, Galt, CA 95632, and the nature of the interest of such owner is a fee simple title.

The address where the work was performed is located at 21 C Street in Galt, California 95632.

The name of the contractor is, S+B James Construction California, Inc. Sacramento, California, 95691.

GALT JOINT UNION
ELEMENTARY SCHOOL
DISTRICT
BY:

Lois Yount
Superintendent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed) before me on
this _____ day of _____, 20____,
by _____, proved to
me on the basis of satisfactory evidence to be the
person who appeared before me.

Signature of Notary Public (Seal)

Resolution No. _____

Action Item: _____



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.491 Board Consideration of Approval of Job Description for Visual and Performing Arts District Coordinator
Presenter: Claudia Del Toro-Anguiano	Action Item: XX Information Item:

The District proposes a new job description for a Visual and Performing Arts (VAPA) Coordinator to strengthen and align the educational and enrichment programs for students in visual and performing arts. This position will provide leadership in planning, implementing, coordinating, supervising, and building capacity through the district’s VAPA offerings during and after the school day. The mission of VAPA is to promote higher academic achievement, develop marketable career skills, encourage continued education, and enhance the quality of life in our community through the arts.

The job description provides essential duties and responsibilities for this position.

Fiscal impact: Proposition 28 Arts and Music

- \$47,668 - \$59,405 plus benefits

Attachments:

- Job Description
- Salary Schedule

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

JOB TITLE: Visual and Performing Arts District Coordinator

SUMMARY

The Visual and Performing Arts (VAPA) Coordinator will strengthen and align the educational and enrichment programs for students in visual and performing arts by providing leadership in planning, implementing, coordinating, supervising, and building capacity through the district's VAPA offerings during and after the school day. These programs will develop and inspire the whole learner for college, career, and life success.

SUPERVISOR: Director of Curriculum or Designee

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Plans, coordinates, and implements the district's Visual and Performing Arts Program in a variety of environments to promote whole learner development.
2. Works collaboratively and meets regularly with school administration, teachers, and after school program staff to provide ongoing program oversight and support.
3. Works closely with the fiscal services department to maintain the program budget and expenditures.
4. Develops VAPA lessons, experiences, and learning opportunities.
5. Works in collaboration with school personnel, parents, students, and community agencies to coordinate services and ensure integration with the district's VAPA learning initiatives.
6. Supports school administration in the development and implementation of after school clubs and academies related to VAPA educational standards.
7. Promotes and engages with outside agencies and organizations to bring VAPA based enrichment services and programs to the district.
8. Performs regular school site visits to assess VAPA program implementation and plans to improve services to students.
9. Designs and oversees initiatives to recruit VAPA volunteers, provide screening, training, and technical support.

10. Instructs and facilitates student VAPA activities. Encourages the learning process through different learning modalities and shares observations with the classroom teachers and administrators. Prepares materials for classroom and VAPA enrichment instruction.

11. Participates in VAPA curriculum development, activities planning, and staff training.

EDUCATION, EXPERIENCE, & REQUIREMENTS

- Associate degree or higher preferred
- Three or more years experience in related duties and responsibilities
- Experience organizing and developing related student programs and/or experiences
- Valid Driver's License
- Proof of Negative TB Test
- Department of Justice Background Check

EMPLOYMENT STANDARDS

Knowledge of:

- Trends in digital learning and arts initiatives
- Organization/coordination of after school programs
- Youth Development principles
- Service Learning
- Supplemental Education Programs and Services
- Strategic and inclusive communications tools and practices

Ability to:

- Demonstrate high levels of technology proficiency
- Demonstrate strong leadership skills
- Work independently with minimal supervision
- Work cooperatively with staff, students, and community
- Train staff as needed
- Exhibit sound decision-making
- Communicate clearly in oral, written, and electronic communications
- Demonstrate excellent organizational skills
- Maintain accurate records
- Develop and maintain strategic planning-aligned partnerships

Board approval:

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT						
SUPERVISORY SALARY SCHEDULE						
2023-2024						
POSITIONS	RANGE					
District Expanded Learning Coordinator	G					
Expanded Learning Site Coordinator	C					
Executive Assistant to Superintendent	K					
Food Service Supervisor	K					
Fiscal Services Supervisor	O					
Human Resources Coordinator	K					
Transportation Supervisor	M					
Bilingual Community Outreach Coordinator (BCOC)	B					
Visual and Performing Arts Coordinator	B					
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
A	45,397	47,668	50,053	52,561	55,194	56,574
B	47,668	50,053	52,561	55,194	57,952	59,405
C	50,053	52,561	55,194	57,952	60,846	62,373
D	52,561	55,194	57,952	60,846	63,888	65,491
E	55,194	57,952	60,846	63,888	67,080	68,770
F	57,952	60,846	63,888	67,080	70,434	72,210
G	60,846	63,888	67,080	70,434	73,961	75,824
H	63,888	67,080	70,434	73,961	77,662	79,612
I	67,080	70,434	73,961	77,662	81,550	83,599
J	70,434	73,961	77,662	81,550	85,623	87,785
K	73,961	77,662	81,550	85,623	89,908	92,169
L	77,662	81,550	85,623	89,908	94,404	96,777
M	81,550	85,623	89,908	94,404	99,124	101,620
N	85,623	89,908	94,404	99,124	104,080	106,700
O	89,908	94,404	99,124	104,080	109,284	112,041
P	94,404	99,124	104,080	109,284	114,748	117,642
Q	99,124	104,080	109,284	114,748	120,486	123,529

Associates Degree \$ 500.00
 Bachelors Degree \$ 1,000.00
 Masters Degree \$ 2,000.00

LONGEVITY

- 3.5% at 5 years
- 4% at 10 years
- 4.5% at 15 years
- 5% at 20 years
- 5.5% at 25 years

Board Approved



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.492 Board Consideration of Approval of the following Board Policies (BP) and Administrative Regulations (AR) <ol style="list-style-type: none"> 1. BP/AR 1250 Visitors/Outsiders 2. BP 1313 Civility 3. BP/AR 3515.2 Disruptions 4. BP/AR 4119.25 Political Activities Of Employees
Presenter: Lois Yount Cabinet	Action Item: XX Information Item:

A first reading of the Board Policies listed below was held on March 20, 2024. Board members contemplated pulling BP 1313 Civility, from consideration as pertinent aspects of the policy are included in BP/AR 3515.2 Disruptions and Board Bylaw (BB) 9323 Meeting Conduct.

1. BP/AR 1250 Visitors/Outsiders
2. BP 1313 Civility
3. BP/AR 3515.2 Disruptions
4. BP/AR 4119.25 Political Activities Of Employees

Policy 1250: Visitors/Outsiders

Status: DRAFT

Original Adopted Date: 06/27/2012

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

Regulation 1250: Visitors/Outsiders

Status: DRAFT

Original Adopted Date: 02/27/2008

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors/outsideers while they are on school grounds.

Outsider Registration

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)

1. A student of the school, unless currently under suspension
2. A Governing Board member or district employee

Registration Procedure

In order to register, an outsider shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her name
2. His/her purpose for entering school grounds
3. Proof of identity

4. Other information consistent with the provisions of law

Principal's Registration Authority

The principal or designee may refuse to register any outsider if he/she reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

When an outsider fails to register, or when the principal or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds.

When an outsider is directed to leave, the principal or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

Policy 1313: Civility

Status: DRAFT

Original Adopted Date: Pending

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

Policy 3515.2: Disruptions

Status: DRAFT

Original Adopted Date: 02/27/2008

The Governing Board is committed to providing a safe and orderly environment for students, staff, and others on district property or while engaged in school activities.

The Superintendent or designee shall remove any individual who, by his/her presence or action, disrupts or threatens to disrupt normal operations at a school campus or any other district facility, threatens the health or safety of anyone on district property, or causes or threatens to cause damage to district property or to any property on school grounds.

The Superintendent or designee shall establish a plan describing staff responsibilities and actions to be taken when an individual is causing or threatening to cause a disruption. The plan shall address, as appropriate, visitor registration procedures; campus security measures; evacuation procedures; lock-down procedures; possible responses to an active shooter situation; communications within the school and with parents/guardians, law enforcement, and the media in the event of an emergency; and crisis counseling or other assistance for students and staff after a disruption. In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention when necessary.

The Superintendent or designee shall provide training to school staff on how to identify and respond to actions or situations that may constitute a disruption.

Any employee who believes that a disruption may occur shall immediately contact the principal. The principal or designee shall notify law enforcement in accordance with Education Code 48902 and 20 USC 7961 and in other situations, as appropriate.

Regulation 3515.2: Disruptions

Status: DRAFT

Original Adopted Date: 12/06/2017

The principal or designee may direct any person, except a student, school employee, or other person required by his/her employment to be on school grounds, to leave school grounds or school activity if:

1. The principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property. (Education Code 44810, 44811; Penal Code 626.7)
2. The person fights or challenges another person to a fight, willfully disturbs another person by loud and unreasonable noise, or uses offensive language which could provoke a violent reaction. (Penal Code 415.5)
3. The person, without lawful business for being present, loiters around a school or reenters a school within 72 hours after he/she was asked to leave. (Penal Code 653b)
4. The person is required to register as a sex offender pursuant to Penal Code 290 and does not have a lawful purpose and written permission from the principal or designee to be on school grounds. (Penal Code 626.81)
5. The person is a specified drug offender, as defined in Penal Code 626.85, and does not have written permission from the principal or designee to be on school grounds. However, such specified drug offender may be on school grounds during any school activity if he/she is a student or the parent/guardian of a student attending the school. (Penal Code 626.85)
6. The person willfully or knowingly creates a disruption with the intent to threaten the immediate physical safety of students, staff, or others while attending, arriving at, or leaving school. (Penal Code 626.8)
7. The person has otherwise established a continued pattern of unauthorized entry on school grounds. (Penal Code 626.8)

The principal or designee shall allow a parent/guardian who was previously directed to leave school grounds to reenter for the purpose of retrieving his/her child for disciplinary reasons, medical attention, or family emergencies, or with the principal or designee's prior written permission. (Penal Code 626.7, 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she may be guilty of a crime if he/she: (Education Code 32211; Penal Code 626.7, 626.8, 636.85)

1. Fails to leave or remains after being directed to leave
2. Returns to the campus without following the school's posted registration requirements
3. Returns within seven days after being directed to leave

Whenever an individual is causing or threatening to cause a disruption at any district facility other than a school campus, the Superintendent or designee may direct that individual to leave the facility consistent with this regulation and the accompanying Board policy.

Appeal Procedure

Any person who is asked to leave a school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Governing Board. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code 32211)

In any circumstance where a person has been directed to leave a school building or ground where the Superintendent's or Board's office is situated, he/she may nevertheless enter the school building or ground solely for the purpose of making the appeal. (Education Code 32211)

Policy 4119.25: Political Activities Of Employees

Status: DRAFT

Original Adopted Date: 02/27/2008

The Governing Board recognizes the importance of political activity, voting, and civic engagement, and respects the right of district employees to engage in political discussions and activities as individuals on their own time and at their own expense. When engaging in such activities, employees shall make it clear that they are acting on their own behalf and not as representatives of the district.

District employees, as members of the community, may use school facilities for meetings, including political activities, as permitted under the Civic Center Act and district policy.

Employees shall refrain from prohibited political activities identified in law, Board policy, and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

Regulation 4119.25: Political Activities Of Employees

Status: DRAFT

Original Adopted Date: 02/27/2008

No employee shall be prohibited from soliciting or receiving political funds or contributions to promote the support or defeat of a ballot measure during nonworking time, including before and after school, the lunch period, or other scheduled work intermittency during the school day. (Education Code 7056)

District employees shall not:

1. Use district funds, services, supplies, equipment, work hours, or other public resources to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Governing Board (Education Code 7054, 7056; Government Code 8314)
2. Use the district's seal in any campaign literature or mass mailing with the intent to deceive voters, including, but not limited to, the use of a reproduction or facsimile of the seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by the Board, a Board member, or the district (Elections Code 18304)
3. During working hours, solicit or receive any political funds or contributions to promote the passage or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service or other working conditions (Education Code 7056)
4. During working hours, solicit or receive any political funds or contributions to promote the passage or defeat of other types of ballot measures
5. Use district equipment for the preparation or reproduction of political campaign materials
6. Post or distribute political campaign materials in classrooms, through distance learning platforms, or on district property
7. Disseminate political campaign materials through the district's mail service, e-mail, or staff mailboxes
8. Use students to write, address, or distribute political campaign materials
9. Present viewpoints on particular candidates or ballot measures in the classroom without giving equal time to the presentation of all perspectives
10. Wear buttons, hats, or other articles of clothing that express political opinions on ballot measures or candidates during instructional time

Political Activities of Employee Organizations

Employee organizations shall not use district funds, services, supplies, or equipment, such as staff mailboxes or the district mail system, to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

No employee organization or its officers, agents, or representatives shall be prohibited from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure during nonworking time, including before and after school, the lunch period, or other scheduled work intermittency during the school day. (Education Code 7056)



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.493 Board Consideration of Approval of Superintendent’s Recommendation Regarding Implementing Board Resolution No. 11 (Adopted February 21, 2024), Reduction Or Discontinue Particular Kinds of Services (Certificated).
Presenter: Lois Yount	Action Item: XX Information Item:

This Superintendent’s recommendation regarding Implementing the Reduction of Certificated Employee(s) for the 2024-25 school year as a result of the reductions of particular kinds of services.

The Board, on February 21, 2024, adopted Resolution No. 11 to reduce 1.0 FTE certificated employee for the 2024-25 school year due to a reduction in particular kinds of service. Board approval is recommended to adopt action Item 232.493 which is required by law to complete the reduction in force process.

The services include 1.0 FTE certificated employee reduction by 6.00 sections at Robert L. McCaffrey Middle School: Christina Ceccarelli 1.0 FTE.

The Action Item includes that under the rules, regulations, and provisions of Education Code sections 44949 and 44955, the certificated employee, Christina Ceccarelli, will be dismissed no later than June 30, 2024. Such an employee shall be placed on a 39-month reemployment list.

In accordance with the law governing these proceedings, a notice of termination of services shall be served upon the above employee before the 15th day of May 2024.

The Board’s decision is effective immediately.

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 11
RESOLUTION TO REDUCE OR DISCONTINUE PARTICULAR KINDS OF SERVICES
(CERTIFICATED LAYOFF)**

WHEREAS, the Board of Education of the Galt Joint Union Elementary School District (“District”) has determined that it is necessary to reduce or discontinue particular kinds of services of the District for the 2024-2025 school year in accordance with Education Code sections 44949 and 44955; and

WHEREAS, due to the reduction or discontinuance of services, the Governing Board has determined that it is in the best interest of the District that the number of regular certificated employees of the District be reduced; and

WHEREAS, the Governing Board has considered all positively assured attrition, including all deaths, resignations, retirements, non-reelections, and other permanent vacancies for 2024-2025 and, in addition to the attrition already assured, the Governing Board finds it necessary to reduce and/or discontinue additional services as set forth herein; and

WHEREAS, Education Code section 44955 provides that the services of no permanent employee may be terminated while any probationary or other employee with less seniority is retained to render a service which the permanent employee is certificated and competent to render; and

WHEREAS, in order for an employee to be eligible for reassignment to a position held by an employee with less seniority, the senior employee must be both credentialed and competent to render the service currently being performed by the junior employee pursuant to Education Code sections 44955, 44956, and 44957; and

WHEREAS, that, except as required by law, the order of termination shall be based solely on the needs of the District and its students as determined by the District; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education has decided to reduce the following particular kinds of services and provide statutory notices to the employee providing such services:

One (1) Single Subject, Social Studies Certificated Teacher, at 1.0 FTE

NOW, THEREFORE, be it resolved that the Superintendent or Designee is directed to send appropriate notices to the employee whose employment may be affected for 2024- 2025 school year, as a result of the adoption of this Resolution.

PASSED AND ADOPTED by the Governing Board of the Galt Joint Union Elementary School District on this 21st day of February 2024, by the following vote:


Ayes: 5

Noes: 0


Abstain: 0

Absent: 0

Attested To:



Lois Young
Secretary of the Board of Education



Traci Skinner
President of the Board of Education



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.494 Board Consideration of Approval of Superintendent's Recommendation Regarding Implementing Board Resolution No. 12 (Adopted February 21, 2024) Reduction In Particular Kinds of Services And Abolishment of (Classified) Positions Due To Lack Of Work Or Lack Of Funds (Classified) and Implementing Board Resolution No. 13 (Adopted February 21, 2024) Reduction In Particular Kinds of Service Due To Lack Of Work or Lack Of Funds (Classified)
Presenter: Lois Yount	Action Item: XX Information Item:

Due to the anticipated lack of work and/or lack of funds, the District previously determined by resolutions 12 and 13 that it is necessary to layoff/eliminate certain classified staff for the 2024-2025 school year. The classified positions with incumbents in the position(s) who will be laid off or reduced in hours for the 2024-25 school year are below and shall be discontinued or reduced in hours to the following extent:

CLASSIFICATIONS	FTE
Instructional Assistant	3.0 Position
Instructional Assistant, Preschool	1.0 Position
Bilingual Office Assistant (8.0 hours)	1 Position – Reduce to 4 Hours
Bright Future Learning Center Technicians (8.0 hours)	6 Positions – Reduce to 6 Hours
TOTAL	11

The District Superintendent or her designee is hereby authorized to give notice on behalf of the Board as required by Education Code section 45117 to the below-named employees:

Miriam Rodriguez Martinez	Andraya Rocha	Lucerito Ramirez
James Reeve	Annette Garcia	Charlene Keane
Lori Ginni	Vanessa Torres	Tammy Dettman
Rebecca Coker	Jennifer Taylor	

This is the final Board step in the classified reduction process. Final notice of layoff will be given to the affected classified employees before May 15, 2024.

Board approval is recommended.

Attached: Resolutions 12 and 13

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 12
RESOLUTION TO REDUCE PARTICULAR KINDS OF SERVICE
AND ABOLISH CLASSIFIED POSITIONS
DUE TO LACK OF WORK OR LACK OF FUNDS**

WHEREAS, Education Code sections 45114, 45117, 45298, 45308, 44957 and Article XIII of the negotiated agreement between the Galt Joint Union School District and the Galt California School Employees Association, Chapter No. 362, and applicable Board Policy and Administrative Regulation, permit the Board of Trustees to abolish or reduce classified positions due to lack of work or lack of funds;

WHEREAS, the Board of Trustees of the Galt Joint Union School District has determined that it shall be necessary and in the best interest of the District to abolish or reduce the following classified positions in the District not later than June 30, 2024, due to lack of work or lack of funds:

Health Assistant II	1.0 Position (VACANT)
Bilingual Community Outreach Assistant	2.0 Positions (1 VACANT)
Instructional Assistant (6.0 hour)	1.0 Position
Instructional Assistant (3.75 hour)	6.0 Positions (2 VACANT)
Instructional Assistant, Bilingual	2 Positions (VACANT)
Instructional Assistant, Preschool	1.0 Position
Instructional Assistant, Special Education (6.0 hour)	3.0 Positions (2 VACANT)
Food & Nutrition Cashier	1.0 Position (VACANT)
Maintenance Worker	1.0 Position (VACANT)

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on June 30, 2024, the above referenced classified positions shall be abolished or reduced.

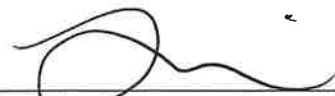
BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees affected by this Resolution no later than March 15, 2024.

ADOPTED by the Board of Trustees of the Galt Joint Union School District on February 21, 2024, by the following vote:

AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0

Attested To:


 Lois Yount
 Secretary of the Board of Education



 Traci Skinner
 President of the Board of Education

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 13**

**RESOLUTION TO REDUCE PARTICULAR KINDS OF SERVICE
DUE TO LACK OF WORK OR LACK OF FUNDS**

WHEREAS, Education Code sections 45114, 45117, 45298, 45308, 44957 and Article XIII of the negotiated agreement between the Galt Joint Union School District and the Galt California School Employees Association, Chapter No. 362, and applicable Board Policy and Administrative Regulation, permit the Board of Trustees to abolish or reduce classified positions due to lack of work or lack of funds;

WHEREAS, the Board of Trustees of the Galt Joint Union School District has determined that it shall be necessary and in the best interest of the District to abolish or reduce the following classified positions in the District not later than June 30, 2024, due to lack of work or lack of funds:

Bilingual Office Assistant	1 Position - Reduce from 8 hours to 4 hours
Bright Future Learning Center Technicians	6 Positions - Reduce from 8 hours to 6 hours


NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on June 30, 2024, the above referenced classified positions shall be abolished or reduced.

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees affected by this Resolution no later than March 15, 2024.

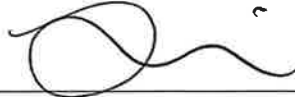
ADOPTED by the Board of Trustees of the Galt Joint Union School District on February 21, 2024, by the following vote:

AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0

Attested To:



Lois Yount
Secretary of the Board of Education



Traci Skinner
President of the Board of Education



Board Meeting Agenda Item Information

<p>Meeting Date: April 17, 2024</p>	<p>Agenda Item: 232.495 Board Consideration of Approval of Memorandum of Understanding Between the Galt Joint Union Elementary School District and the Galt Elementary Faculty Association Regarding Full-Day Kindergarten Early Release Days</p>
<p>Presenter: Lois Yount</p>	<p>Action Item: XX Information Item:</p>
<p>GJUESD and GEFA agree with the Memorandum of Understanding for the 2024-25 school year related to additional support for full-day kindergarten classes.</p> <p>The District will provide one additional 3.75 hour instructional assistant at each school site offering full-day kindergarten. The District also agrees to provide 34 hours of extra instructional assistant time to support collaboration with teachers on identified minimum days.</p> <p>Fiscal impact: \$72,555</p> <p>Attachment: Memorandum of Understanding</p> <p>Board approval recommended.</p>	

Memorandum of Understanding
Between the
Galt Joint Union Elementary School District (District)
And the
Galt Elementary Faculty Association (GEFA)
Regarding: **Full-Day Kindergarten Early Release Days**

April 2, 2024

For the 2024 -25 school year, the Galt Elementary District will continue with the site-based, full-day kindergarten restructure.

The four sites to offer voluntary, full-day kindergarten are Marengo Ranch, Valley Oaks, Lake Canyon and River Oaks Elementary.

As additional support, the district will provide one (1) additional 3.75 hour instructional assistant at each site offering full-day kindergarten. This is in addition to the 90 minutes of support provided by the site to take the place of the 'partner' teacher.

There will be 17 Fridays when full-day kindergarten classes will be dismissed at 1:00 pm to provide time for the teachers and the instructional assistants to plan together. The district will provide 34 hours of extra instructional assistant time to support this collaboration.

For the 2024-25 school year, the collaboration days have been identified:

August	23rd
September	6th and 20th
October	4th and 25th
November	15th
December	13th
January	10th and 24th
February	7th and 21st
March	14th and 28th
April	4th and 25th
May	9th and 23rd

For the full-day kindergarten classes, lunch, recess and prep times will be the same as those provided to primary teachers as stated in the contract. This MOU will be revisited for possible permanent contract language no later than June 2025.

GJUESD: Les Yant
Date: 4/8/24

GEFA: [Signature]
Date: 4/8/24



Board Meeting Agenda Item Information

<p>Meeting Date: April 17, 2024</p>	<p>Agenda Item: 232.496 Board Consideration of Approval of Memorandum of Understanding Between the Galt Joint Union Elementary School District and the Galt Elementary Faculty Association Regarding Combination Team Stipend For Middle School Core Teachers</p>
<p>Presenter: Claudia Del Toro-Anguiano</p>	<p>Action Item: XX Information Item:</p>
<p>GJUESD and GEFA agree with the Memorandum of Understanding for the 2024-25 school year related to additional compensation for middle school core teachers serving in the combination team.</p> <p>Core combination teachers will receive a \$2,000 stipend for teaching 7th and 8th grade students.</p> <p>Fiscal impact: \$10,000</p> <p>Attachment: Memorandum of Understanding</p> <p>Board approval recommended.</p>	

Memorandum of Understanding

Between the

Galt Joint Union Elementary School District (District)

And the

Galt Elementary Faculty Association (GEFA)

Regarding: **Combination Team Stipend For Middle School Core Teachers**

April 2, 2024

For the 2024-25 school year, the Galt Elementary District will provide McCaffrey Middle School core teachers, who serve in the combination team, the same combination stipend (\$2,000) provided to K-6 combo teachers as listed under Appendix A of the bargaining agreement. A middle school core teacher is defined as a teacher who teaches English language arts, mathematics, social studies-history or science.

This side letter of agreement shall remain in place through June 2025. The parties may mutually agree to extend, modify, or move to permanent language at any time prior to the end of the 2024-2025 school year.

Fiscal impact: \$10,000

GJUESD: Les Yant

Date: 4/8/24

GEFA: Barbara Small Gray

Date: 4/5/24



Board Meeting Agenda Item Information

Meeting Date: April 17, 2024	Agenda Item: 232.497 Board Consideration of Approval of Memorandum of Understanding Between the Galt Joint Union Elementary School District And the Galt Elementary Faculty Association Regarding Special Education Teacher Salary Schedule
Presenter: Alejandra Garibay	Action Item: XX Information Item:

GJUESD and GEFA agree with the Memorandum of Understanding to be effective for the 2023-2024 school year related to a new salary schedule for Special Education teachers.

Since 2019, the District has paid Special Education teachers an additional stipend. In 2023, the State Teachers’ Retirement System (STRS) changed its interpretation of which types of stipends could be credited towards total compensation and towards service credit. In order for this additional compensation to be fully STRS credited it needs to be on the salary schedule.

The District proposes a salary schedule that reflects the current annual stipend of \$3,500.

Fiscal impact: No additional impact

Attachments:

- Memorandum of Understanding
- Salary Schedule

Board approval recommended.

Memorandum of Understanding
Between the
Galt Joint Union Elementary School District
And the
Galt Elementary Faculty Association

Special Education Teacher Salary Schedule

This Memorandum of Understanding ("MOU") is voluntarily entered into by the Galt Joint Union Elementary School District ("GJUESD" or "district") and the Galt Elementary Faculty Association ("GEFA" or "union") in regards to Special Education teacher salary schedule. This MOU is established for the 2023-24 school year and thereafter shall be incorporated into the permanent Collective Bargaining Agreement ("CBA" or "contract").

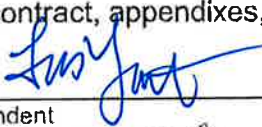
Since 2019-20, GJUESD has offered teachers actively teaching in a special education assignment a yearly stipend to account for the additional work that special education staff do as well as in recognition of the difficulty in recruiting and retaining highly qualified special education staff. The Special Education Teacher stipend currently offered is \$3,500 per year.

When this stipend was originally established, both parties understood that it would be considered fully creditable by STRS and go towards an employee's total compensation calculation for retirement. However, in 2023 STRS changed its interpretation of which types of stipends could be credited towards total compensation and which could only be credited towards service credit. This change has no impact on any other currently negotiated stipends in the GEFA CBA besides the Special Education Teacher stipend. The result of this change is that special education teachers receiving this stipend would no longer be able to count it towards their STRS total compensation calculation, and the district would incur penalties and interest for improperly booking the stipend as total compensation.

Therefore, the district and union mutually agree to the following impacting teachers in special education assignments in the 2023-24 school year:

1. Create a separate "Special Education Teacher" salary schedule that is exactly \$3,500 higher in each and every cell than the current "Certificated-GEFA" schedule; and
2. Move all currently employed teachers who are actively teaching in a special education assignment, and who were previously receiving the \$3,500 stipend, from the "Certificated-GEFA" schedule onto this new "Special Education Teacher" salary schedule; and
3. Newly hired teachers for special education assignments will be placed on the "Special Education Teacher" salary schedule; and

This update will be reflected permanently in the collective bargaining agreement, Appendix A, which will consist of striking any and all language related to the Special Education Teacher Stipend from the contract, appendixes, and/or salary schedules effective April 2024.

For GJUESD: 
Lois Yount, Superintendent
Galt Joint Union Elementary School District

Date: 4/8/24

For GEFA: 
Gayleen Gomez, GEFA President

Date: 4/5/24

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
SPECIAL ED CERTIFICATED TEACHERS SALARY SCHEDULE
2023-2024

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V*	CLASS VI
STEPS	BA	BA+30	BA+45	BA+60	BA+75	BA+90
1	56,812	58,944	59,802	62,054	64,396	
2	58,944	61,162	62,054	64,396	66,832	
3	61,162	63,469	64,396	66,832	69,365	
4	63,469	65,867	66,832	69,365	72,000	
5	65,867	68,362	69,365	72,000	74,740	
6	68,362	70,957	72,000	74,740	77,590	
7		73,655	74,740	77,590	80,553	
8		76,461	77,590	80,553	83,636	
9			80,553	83,636	86,842	
10			83,636	86,842	90,175	
11				90,175	93,642	
12				93,642	97,247	
13						107,216
15						108,513
18						109,826
21						111,155
24						112,500
27						113,863
Annual Days	186					

Due to rounding in the automated payroll system, some rates shown may not be exact figure and are being provided for general purposes only.

Hours 7
Masters \$2,000

LONGEVITY Effective 7/1/23

10-15 Years of Service	\$	950
16-19 Years of Service	\$	1,225
20-24 Years of Service	\$	1,500
25-29 Years of Service	\$	1,750
30 Plus Years of Service	\$	2,500

Pending Board Approval